

AMERICAN FAST FREIGHT, INC.  
1400 Talbot Road S., Suite 460  
Renton, WA 98055-4282

Your Claim Number:  
Our Claim Number:  
Shipper:  
Consignee:  
Amount of Claim:

**DEMAND FOR ARBITRATION and SELECTION OF ARBITRATION SERVICE**

American Fast Freight, Inc.:

We regret that we are unable to reach a satisfactory agreement with respect to our above referenced claim.

Arbitration provides an opportunity to resolve this dispute in a practical, prompt and economical manner. We wish to resolve the matter in an impartial manner, and therefore demand the dispute be submitted to the following arbitration Service:

**[ ] Transportation ADR Council, Inc.**

Contact: Joe Rebman  
Rebman, Linhares & Beachem, PC  
8000 Maryland Ave., Ste. 1060  
St. Louis, MO 63105-3762  
Phone: (314) 725-1118  
Fax: (314) 725-1026  
E-mail: [joe@rlblaw.net](mailto:joe@rlblaw.net)

**[ ] Transportation Arbitration Board**

Contact: Wally C. Dammann  
560 Lexington Ave. 20<sup>th</sup> Fl.  
New York City, NY 10022-6828  
Phone: (212) 230-2966  
Fax: (212) 319-7061  
E-mail: [wdammann@msigusa.com](mailto:wdammann@msigusa.com)

The decision of the Arbitrator will be binding on both your company and ours. The Rules of the Arbitration of Freight Loss and Damage Claim Disputes Between Carrier and Claimants will govern, per copy attached.

Sincerely Yours,

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(Claimant Name)

ARBITRATION RULES EXTRACTED

Preceding portions of Rule 112 are excluded.

All tariff rules are available at [www.americanfast.com](http://www.americanfast.com)

RULES AND REGULATIONS

ITEM 112

ARBITRATION FOR DENIED CLAIMS continued

Rule 1. DEFINITIONS – For the purpose of these Rules, the terms set forth below shall have the following meanings:

(a) "Carrier"--American Fast Freight, Inc.

(b) "Claimant"--Any person, firm or corporation which is a party to a contract of carriage or has a right to sue thereon, and has filed a claim.

(c) "Claim"--A claim for loss, damage, delay or injury to property transported on a contract of carriage and subject to the terms and conditions of Carrier's bill of lading and tariffs.

(d) "Denied Claim" –A claim in which carrier has declined to pay in whole or in part.

Rule 2. SUBMISSION TO ARBITRATION – Submission of a claim to arbitration is mandatory and is the claimant's sole remedy for resolving disputes relating to a Denied Claim relating to loss or damage to cargo moving under Carrier's bills of lading.

Rule 3. WHEN TO INITIATE ARBITRATION – When it becomes apparent that the Claimant and the Carrier are unable to reach a mutually acceptable agreement concerning the settlement of any Denied Claim, and not more than 2 years and 1 day after the Carrier denies in writing all or part of a claim, arbitration may be initiated.

Rule 4. HOW TO INITIATE ARBITRATION – The Claimant shall initiate arbitration by executing a copy of the Demand for Arbitration form (Exhibit A, attached hereto) and filing a copy, together with a copy of these rules, with the selected Arbitration service and the Carrier. Claimant has the right to choose from one of these two arbitration firms:

Transportation ADR Council, Inc.

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Rebman, Linhares & Beachem, PC

8000 Maryland Ave., Ste. 1060

St. Louis, MO 63105-3762

Phone: (314) 725-1118

Fax: (314) 725-1026

E-mail: [joe@rlblaw.net](mailto:joe@rlblaw.net)

Issued: March 5, 2010 Effective: March 5, 2010 Issued by: Joe Franza, Jr., Director of Pricing and Yield Management, American Fast Freight, Inc. 7400 45<sup>th</sup> St. Ct. E. Fife, WA 98424

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E-mail: [wdammann@msigusa.com](mailto:wdammann@msigusa.com)

Rule 5. ADMINISTRATOR—Both parties will sign any Agreement to Arbitrate required by the Arbitration Service selected by the Claimant, and will appoint the Selected Arbitration Service as administrator of the arbitration. The authority and duties of the administrator, shall govern the arbitration.

Rule 6. PAYMENT OF FEES— The parties shall each pay one-half of the filing fees and shall share equally in the ongoing arbitration fees and costs. Payment of invoiced fees will be made promptly. Neither party will be responsible for the other party's filing fees or invoiced fees or costs until an arbitration decisions is rendered. Upon a decision, the arbitrator will include in the award a requirement that the prevailing party be reimbursed for all arbitration fees and costs of the arbitration.

Rule 7. DISPUTE TO BE ADJUDICATED BY ONE ARBITRATOR – The dispute shall be considered and adjudicated by a single arbitrator. Should the initial Arbitrator appointed by the selected Arbitration service not be able to continue, the selected Service shall appoint a new arbitrator.

Rule 8. JURISDICTION OF THE ARBITRATOR –

(a) The arbitrator shall determine with finality the merits of the controversy and the decision shall be governed by the applicable usages and practices of the industry and applicable law and within the scope of the Agreement to Arbitrate of the parties, as well as these Rules.

(b) The arbitrator may request the parties, to supply any additional facts or materials which, in the opinion of the arbitrator, will be helpful in determining the case.

(c) The award of the arbitrator shall assess arbitration fees and expenses as outlined in Rule 6, and any other administrative fees and expenses of the arbitration.

Rule 9. INTERPRETATION AND APPLICATION OF RULES – The arbitrator shall interpret and apply these Rules insofar as they relate to the powers and duties of the arbitrator.

Rule 10. ARBITRATION HEARINGS – Arbitration under these rules is conducted on documents only. No right to oral hearing is provided.

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Rule 11. SUBMISSION BY PARTIES OF RELEVANT DOCUMENTS AND ARGUMENT–

a) Filing the Initial Case-In-Chief: the arbitrator will set a simultaneous filing date for the parties to submit documents and argument directly to the arbitrator and no copies to be filed with the other party. The arbitrator will then simultaneously provide copies to the opposing party.

(b) Simultaneous reply: The arbitrator will set a simultaneous filing date for each party to file a reply addressing the opposing party's case-in-chief documents and argument. The replies will be filed directly with the arbitrator and no copies to opposing parties. The arbitrator will simultaneously provide each party with the opposing party's reply. At this point, the arbitration is closed and ready for the arbitrator to render an award.

Rule 12. TIME OF AWARD – The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty days after the proceeding is closed.

Rule 13. NOTIFICATION OF AWARDS – The arbitrator shall promptly transmit a written copy of the award to the parties containing an award of costs as set forth in Rule 6. Coincidentally with transmission of the copy of the award, the arbitrator shall also return to the respective parties all documents filed by the parties for arbitration of the dispute.

Rule 14. WITHDRAWAL AND SETTLEMENT OF CLAIM – The parties may settle the claim by mutual agreement at any time prior to the rendering of an award by the arbitrator. In the event of such a settlement, the carrier shall file a copy of a written notice of such settlement with the office of selected Arbitrator. After arbitration has commenced, no claim may be withdrawn without permission of the arbitrator, except by mutual agreement of the parties.