

RITE-WAY TRANSPORT COMPANY, INC.
STANDARD FORM FOR PRESENTATION OF
LOSS OR DAMAGE **CLAIM AGAINST CARRIER**

DATE OF CLAIM: _____

REFERENCE NO. _____

Mail or **Rite-Way Transport Company, Inc.**
Fax To: 9850 Pelham Road
Taylor, MI 48180
Fax: (313) 295-0871
SCAC: RTWY

- Visual Damage (noted on delivery receipt)
- Shortage (noted on delivery receipt)
- Concealed Damage (discovery after delivery)
- Concealed Loss (discovered after delivery)

THIS CLAIM FOR \$ _____ IS MADE AGAINST RITE-WAY TRANSPORT COMPANY, INC., A COMMON OR CONTRACT CARRIER, FOR _____ DAMAGE AND/OR _____ LOSS IN CONNECTION WITH THE FOLLOWING DESCRIBED SHIPMENT:

(Shipper)

(Consignee)

(Origin of Shipment)

(Destination)

(BOL Date)

(Delivery Date)

(BOL or Customer Order Number)

(Carrier and Carrier's Freight Bill Number)

DETAILED STATEMENT SHOWING HOW CARRIER CLAIM AMOUNT IS DETERMINED

Itemize the number and description of articles, the extent of loss or damage, invoice prices of articles, amount of claim, etc., for claim against common/contract carrier. All Discounts and Allowance must be shown.

Description (attach additional information as needed)	Totals
_____	_____
_____	_____
_____	_____
_____	_____

THE FOLLOWING DOCUMENTS ARE SUBMITTED IN SUPPORT OF THIS CLAIM:

- Original Bill of Lading
- Original paid freight bill or other carrier documents bearing notation of loss or damage
- Carrier's Inspection Report Form
- Other Documents _____
- Original Invoice or Certified Copy
- Consignee concealed loss or damage form
- POD documenting damage or shortage
- Photographs

(Print Authorized Representative's Name)

(Printed Claimant/Company Name)

(Signature and Title of Authorized Representative)

(Address)

(Phone Number and Fax Number)

(City/State/Zip Code)

(E-mail Address)

See mandatory Terms and Conditions attached or on reverse side

TERMS AND CONDITIONS

A Bill of Lading or Freight Bill is a contract for the transportation of goods which consist of two parts:

1) Performance of the Contract by the **Contracted Carrier**, and 2) Payment for the service rendered by the **Contractor**.

In the event of loss or damage, by a **Carrier**, and upon completion of the contract, a claim may be filed. However, transportation payments must be completed and paid in full. The information below is meant to provide guidance with regard to the procedures for claims, but the rules for filing a claim are subject to 49 C.F.R. Part 370 et. seq.

I. WHAT IS A FREIGHT CLAIM?

A claim is a demand in writing for a specific or determinable amount of money which contains sufficient information to identify the shipment received by the carrier within time limits specified in the Bill of Lading contract.

2. NOTIFICATION

Claimant and its representative, must notify **Carrier** within 24 hours from the time when they first became aware of loss or damage.

3. WHEN AND WHERE TO FILE A FREIGHT CLAIM

Claims should be filed promptly once loss or damage is discovered. The **time limit** for filing a lost or damage claim is **nine (9) months** from date of delivery, or in the event of non-delivery within nine (9) months after a reasonable time for delivery has elapsed; failure to file within **nine (9) months** prohibits any claim. Subsequent to timely filed claim, a lawsuit involving such claim must be filed not later than two (2) years from the date of loss or damage or the claim is waived and invalid.

4. A CLAIMANT MAY BE A:

Shipper, Consignee, or Owner of the goods. Be sure to clearly indicate on the claim form the name and complete address of the Claimant, including telephone, e-mail and FAX number.

5. DOCUMENTS REQUIRED

A. CLAIM FORM - Filled out in as much detail as possible comparable to that STANDARD FORM FOR PRESENTATION OF LOSS OR DAMAGE CLAIM AGAINST CARRIER on the reverse side.

B. ORIGINAL BILL OF LADING/FREIGHT BILL AND DELIVERY RECEIPT - Depending on which party is filing the claim, the original Bill of Lading/Freight Bill or the Delivery Receipt must submitted to provide proof of shipment and/or proof of loss or damage.

C. PAID FREIGHT BILL - Include the original paid freight bill or a signed statement verifying freight charges have been paid in full of the shipment against which the claim is filed. For a claim to be concluded, **all freight charges must be paid**.

D. ORIGINAL INVOICE - A complete, original invoice must verify that the claimed amount does not exceed the terms of any limitation and exclude profit and incidental damages. The original must disclose all discounts and allowances, if any. A clear photocopy of the complete original invoice is acceptable.

E. REPAIR INVOICE - When submitting a repair invoice (if applicable), include a breakdown of hours, labor rate and materials.

F. PHOTOGRAPHS – In submitting a claim for any damage, photographs must be attached, forwarded, or e-mailed to Carrier.

6. CONCEALED LOSS OR DAMAGE

Loss or damage to contents of a shipping container, which could not have been noted at time of delivery, must be reported to Carrier within fifteen (15) calendar days from date of delivery. A request for inspection should be made at that time. All merchandise should be retained in the original shipping container, in the same condition it was in when loss or damage was discovered, until inspected.

7. INSPECTION BY CARRIER/INDEPENDENT AGENT

Inspection by Carrier or an independent agent will be made promptly, normally within 48 hours after receipt of claim. Inspection will include examination of the damaged merchandise and the shipping container. If a shortage is involved, inspector will check contents of a package against the invoice or conduct additional investigation to establish a loss has occurred. A written record of findings will be made in duplicate with a copy of the report given to the consignee. The inspection report is NOT a claim. It is the responsibility of the claimant to file a cargo claim within prescribed time limits and to respond to any requests from Carrier for supporting documentation. The claim will be concluded based on facts determined during the investigation. Carrier shall be able to undertake to sell or dispose of any property pursuant to 49 C.F.R. Part 370.11.

8. INDEMNITY AGREEMENT

In the absence of the original Freight Bill and/or original Bill of Lading, Claimant/Company agrees to hold Carrier, to whom this claim is presented and any other participating carrier, harmless and indemnified against any and all lawful claims which may be made against it or them arising out of the same shipment and will pay to the said carrier and any participating carrier(s), all losses, damages, costs, counsel fees or any other expenses which they or any of them may suffer or pay by reason of payment of our claim, herein described, without the surrender of the original Freight Bill or Bill of Lading, as such was not provided and/or cannot be located.