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TRANSFER, INC. 2414 Hemstock Drive, La Crosse, WI 54603

Notice to Claimants

Documents needed to support your claim.

1. **Loss and or Damage claim form** must include: **(I)** the date in which claim is filed; **(II)** claimant's name, address and contact person; **(III)** amount being claimed, the breakdown of the amount, and if claim is for loss or damage; **(IV)** details of damage; **(V)** shippers name, address and date of shipment; **(VI)** an original invoice supporting the cost or repair of the claim and any and all documents in support of the claim. **(VII)** Pro number of the shipment involved in the claim. Further documentation may be requested.
2. **Bill of Lading:** The signed paperwork initiating the shipment. As a shipper you must provide a copy of the original bill of lading.
3. **Original cost invoice:** what the cost is to replace the loss/damaged product. Carrier will be liable for the actual loss (cost only) or injury to the cargo. In order to establish the full recoverable loss caused by the carriers, the original account of sale to you showing the date of sale and the amounts realized on the damaged and undamaged portions, respectively, showing grades, brands, quality, variety, size and condition, together with any deductions, allowances, and commissions, or a copy thereof certified correct over the signature of the claimant or an authorized representative thereof. It is the responsibility of the claimant to mitigate the loss to the carrier by claiming production or, actual loss to the claimant. Sale tax and interest are not a part of the claim amount.
4. **Original Delivery Receipt:** the paperwork the consignee and the delivering driver sign's showing they received and verified the shipment. Signed delivery receipt notating any loss or damage is required.
5. **Other:** Any other documentation you may have to support your claim.

Claims will be settled in accordance with this contract and US Code Title 49.

1. All claims must be filed within (9) nine months of the date of delivery of the shipment. The claim must be in written or electronic communication. The claim may not be filed for uncertain amounts.
2. This claim must be more than \$50.00, Jahn Transfer Inc will not process any claims for \$50.00 or under.
3. Freight payment will not be held and/or deducted from any or all freight bills for loss/damage claim.
4. Carrier upon receipt of claim must acknowledge the receipt with in 30 days in writing or electronic communication. When acknowledgement or any other communication is sent and is requesting further information from you, you will have (15) business days to provide requested information. If this is not provided within the (15) days your claim will be denied.
5. **Settlement** of all freight claims will be settled with in 120 days of the claim being filed.
6. **Salvage** and original packaging of the damaged product must be retained until the carrier request the salvage. When the salvage is requested you will need to contact the claims representative to inform them salvage is ready and available for pick up or inspection. If salvage and original packaging has not been made available the said claim will not be paid.
7. **Inspection of salvage and original packaging** by a carrier will be done as promptly as possible along with any other action necessary to establish all the facts. Consignee and or shipper must cooperate with carrier in every way possible to assist in the inspection. Carrier reserves the right to deny claim based on improper or inadequate packaging.
8. **Equipment** and machinery: Agricultural implements or parts, electrical equipment or parts, machinery or parts will be accepted for transportation only when the consignor releases the shipment subject to a value not exceeding \$0.10 per pound.
9. **Used Equipment** Jahn Transfer does not accept used machinery or equipment for transport, unless such shipment is "Salvage" and is marked as such on the bill of lading. If Jahn Transfer inadvertently picks up used equipment or machinery for transport, Jahn Transfer only accepts liability for this shipment not to exceed \$.02 per pound.
10. **Released Value and Liability on Claims:** Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as

published in the NMFC shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less. Carriers liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual cost value of the articles(s) lost, damaged or destroyed; (2) applicable limited liability provisions of the NMFC; whichever is less, subject to the maximums by exception class as shown below.

*Class Exception	**Maximum Liability	*Class Exception	**Maximum Liability
Pallet Rate	\$0.50	70	\$3.00
50	\$1.00	77.5	\$3.50
55	\$1.50	85	\$4.00
60	\$2.00	92.5	\$4.50
65	\$2.50		
		100 and above	\$5.00

- ✧ When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Carriers liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.
 - ✧ If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight of All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
 - ✧ Commodities subject to class exceptions of freight of all kinds and class exceptions for which released rating are provided in the NMFC, must be released to the lowest value provided for such commodity as indicated above.
11. **Labor charge:** Jahn Transfer will only reimburse for the maximum of 10 hours labor at \$20.00 per hour.
 12. **Concealed damage:** Jahn Transfer will not accept concealed damage claims. It is impossible to prove shipper, consignee or carrier liability.
 13. **Temperature Sensitive:** Since Jahn Transfer is a dry van carrier Jahn Transfer will not be held liable for temperature sensitive product during the normal course of transportation.
 14. **Completely Damaged:** If completely damaged, DO NOT order replacement on your own. The original packing materials/cartons must remain with the damage item until inspection is complete. This will allow the inspector to determine if the freight damage or acceptable level of packing has been met for damage item.
 15. **Burden of proof** will consist of a freight exchange manifest showing clear at exchange, no notation of loss or damage. Bills of lading, manifests and delivery receipts are all documentation to show burden of proof.
 16. Civil Actions must be filed no later than (2) two years from denial letter of claim, if there is no denial letter then (2) two years from the date of delivery. Jahn Transfer Inc. will not be liable for any court cost or attorney fees.

Loss and/or Damage Claim Form

Please Print

Today's Date: _____

Pro Number: _____

Claimant's Name: _____

Business filing for: _____

Address: _____

City, State, Zip: _____

Amount being claimed: \$ _____

Details/Breakdown of amount claimed:

Claimed Amount is a: Loss _____ **or Damage:** _____

Details of Damage: _____

Shippers Name: _____

Consignee Name: _____

Date Of Shipment: _____

The following documents are submitted in support of this claim:

- Original bill of lading
- Original invoice to support the cost of this claim
- Original delivery receipt showing the loss or damage

- Carriers Inspection Report
- Other

Contact person if different from above: _____

Phone: _____ Fax: _____

Email: _____

I have read the claimants notice and agree to the terms and conditions of this claim, and hereby agree the information I have provided on or with this claim is true to the best of my knowledge.

Claimant's signature: _____

Claimant's Title/Position: _____

Date Signed: _____

Proof of Loss Statement

This is to certify that the shortage described in this claim has not been received from any source to date, and in the event that said shortages are received we hereby agree to notify the carrier to which this has been presented. We further agree to return the merchandise to the carrier if requested to do so or reimburse said carrier the amount paid in the settlement of the claim covered by this shortage.

Claimant's signature: _____

Claimant's Title/Position: _____

Date Signed: _____

Please send this form by the following to:

Jahn Transfer Inc.
Attn: Claims Department
2414 Hemstock Drive
La Crosse, WI. 54603

Fax: 608-781-5435
