



STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM

(Read Instructions on Page 2 Before Filling in This Form)

To: EMH Trucking, LLC
Attn: Claims Dept
2597 West California Ave.
Salt Lake City, UT 84104-4527

Date: _____

Claimant's Number: _____

Carrier's Pro Number: _____

This claim for \$ _____ is made against your company for

- Damage
Loss

in connection with the following described shipment:

SHIPPER
Name
Point Shipped From
Name of Carrier Issuing Bill of Lading
Date of Bill of Lading
Routing of Shipment

CONSIGNEE
Name
Final Destination
Name of Delivering Carrier
Date of Delivery
Delivering Carrier's Freight Bill No.

If Shipment reconsigned en route, state particulars: _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(Number and description of articles, nature and extent of loss or damage, invoice price of articles, amount of claim, etc. ALL DISCOUNT and ALLOWANCES MUST BE SHOWN.)

Table with 2 columns for item details and amount claimed.

NMFC Item Numbers of commodity lost or damaged: Total Amount Claimed

The following documents are submitted in support of this claim:

- Original Bill of Lading
Original Invoice or Certified Copy
Carrier's Inspection Report Form (Concealed Loss or Damage)
Shippers Concealed Loss or Damage Form
Consignee Concealed Loss or Damage Form
Original Paid Freight Bill or Other Carrier Document Bearing Notation of Loss or Damage If NOT Shown on Freight Bill
Other Particulars Obtainable in Proof of Loss or Damage Claim

(Note: The absence of any document called for in connection with this claim must be explained. When impossible for claimants to produce original bill of lading, or paid freight bill, a bond of indemnity must be given to protect carrier against duplicate claim support by original documents.)

INDEMNITY AGREEMENT

In the absence of the Original Freight Bill and/or Original Bill of Lading, we agree to hold the above named 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.

The foregoing statements of facts are hereby certified as correct.

Date: _____ Company: _____

Claimant's Name: _____ Title: _____ Address: _____

Signature: _____ Phone Number: _____ Fax Number: _____

NOTICE TO CLAIMANTS

Claimants are requested to make use of this form for filing claims with carriers. Claims may be filed with the carrier's agent either at the point of origin or destination of shipment, or direct with the Claim Department of the carrier, and will be considered properly presented only when the information and documents called for on the other side of this form have, as far as possible, been supplied.

Before presenting a claim on account of loss and damage, the following important information respecting claims should be given careful consideration:

1. The terms under which property is accepted and transported by a carrier are stated on the bill of lading issued by the carrier; also in tariffs and classification issued or subscribed to by the carrier. Persons intending to file claims should before doing so, examine the terms and conditions under which the property was accepted and transported.
2. Carriers and their agents are bound by the provisions of law, and any deviation therefrom by the payment of claims before the facts and measure of legal liability are established will render them, as well as the claimant, liable to fines and penalties by law.
3. In order that carrier may have an opportunity to inspect goods and thereby properly verify claims, any loss or damage discovered after delivery should be reported to the agent of the delivering line, as far as possible, immediately upon discovery, or within 15 days after receipt of goods by consignee. Concealed loss and damage claims should be supported by an "Inspection Report Form" covering the joint inspection of the loss or damage by consignee and carrier's representative.
4. It is a common practice for manufacturers and others to ship large quantities to key points for warehousing and later distribution to surrounding areas. In many instances, the original container is not opened and the contents examined before re-shipment to final destination. When this practice is followed, it is impossible to determine after delivery to final destination whether loss or damage of a concealed nature occurred before or after re-shipping. Consignees can usually expedite settlement by securing initial shipper's and warehouse's cooperation in supplying necessary billing reference so that shipment can be identified in handling with carriers rendering transportation to the distribution point.
5. Under the provisions of Part II of Interstate Commerce Act, it is unlawful for a carrier to charge or demand or collect or receive, any greater or less or different compensation for the transportation of property than the rate and charges named in tariffs lawfully on file. To refund or remit in any manner or by any device, any portion of the rates and charges so specified through the payment of fraudulent, fictitious or excessive claims for loss or damage to merchandise transported is as much a violation of law as is a direct concession or departure from the published rates and charges.
6. All claims to be valid must be filed in accordance with the principles and practices for the investigation and voluntary disposition of loss and damage claims and processing salvage as contained in 49CFR part 370 and part 1005.

In this connection, attention is also called to the following important quotation from Section 11904 of Part II of the Interstate Commerce Act:

A person, or an officer, employee, or agent of that person, that (1) knowingly offers, grants, gives, solicits, accepts, or receives a rebate, concession, or discrimination in violation of a provision of this subtitle related to motor carrier transportation subject to the jurisdiction of the Commission under subchapter II of chapter 105 of this title, or (2) by any means knowingly and willfully assists or permits another person to get transportation that is subject to the jurisdiction of the Commission under that subchapter at less than the rate in effect for that transportation under chapter 107 of this title, shall be fined at least \$200 but no more than \$500 for the first violation and at least \$250 but not more than \$2,000 for a subsequent violation.