

## "Our Most Important Shipment Is Yours"

## **Freight Claims Information**

Our goal at Sorenson Transport is to transport and deliver your freight without damage or loss so that a claim is not needed. If an unfortunate circumstance would require a freight claim to be filed, the claims process is designed to determine liability and provide means to resolve it is a fair and courteous manner. Please review the information before filing a claim. Freight claims are governed by law unless part of a negotiated contract, subject to the standard terms and conditions of our General Rules Guide Tariff and the bill of lading.

- The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage
  which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or
  the goods shall be conclusively presumed to have been delivered in the same good order, count, and condition as
  when initially received by Carrier.
- In the event of loss or damage to perishable goods, Carrier must be notified of loss or damage within 4 hours of receipt of the goods, after which time with no notice having been given, it shall be conclusively presumed that the goods were delivered in the same good order, count, and condition as when initially received by Carrier.
- In the event of loss or damage to non-perishable goods not ascertainable at delivery, written notice must be given to
  Carrier within fifteen (15) days of such delivery, after which time with no written notice having been given, it shall be
  conclusively presumed that the goods were delivered in the same good order, count, and condition as when initially
  received by Carrier.
- In the event of goods delayed, lost, or otherwise not timely delivered, Carrier must be given written notice within fifteen (15) days, from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count, and condition as when initially received by Carrier.
- Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof. Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.
- Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.
- There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier. Claimant shall not offset claimed amounts from charges lawfully due Carrier.
- In the event of cargo loss or damage for which Carrier is liable, Carrier shall have the right to salvage. If Carrier is denied its right to salvage, any claim for cargo loss or damage will be reduced by the fair salvage value of the goods upon which the right of salvage is denied.
- Carrier will not be liable for any loss or damage indicated solely by reliance on any instrument attached to or shipped
  with the commodities that measure and record vibration, temperature, impact, or other physical characteristic.
- Carrier will only recognize temperature recording devices that record actual product temperatures.
- Claims for cargo loss or damage for a value of less than \$50.00 will not be acknowledged nor processed.
- Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.



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- Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.
- Carrier's liability with respect to the goods, whether for loss, damage, shortage, misdelivery, failure to deliver or
  otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or a maximum of \$3.00
  three dollars) per pound.
- Shipments with a declared value exceeding Carrier's standard limits outlined above will be subject to a surcharge of .50% of the declared value, subject to a minimum charge of \$50. Excess valuation charges will not be subject to fuel surcharge. If Carrier accepts a shipment with excess value declared on the bill of lading and Carrier was not notified of the declared value prior to accepting the shipment, the excess valuation surcharge will be automatically applied.

#### Filing a Claim

- Once an inspection of damage is accomplished, for short or missing freight after a reasonable time period, please complete our Claim Form and email it to or mail it to along with all documentation noted below.
- Sorenson Transport Co. Attn Freight Claims PO BOX 311 Chehalis, WA 98532
- The following documents required.
- Purchase invoice or receipt invoice copy, your cost of replacing the item. Destination resale or retail pricing, or loss of
  potential profit cannot be claimed. If you are the manufacture, your cost to manufacture the item including overhead
  may be claimed. Carriers are not liable for sales tax or additional fees such as for disposal or environmental, unless
  incurred and paid by the claimant and shown on documents provided. All ither consequential cost are not allowed.
- Pictures of the damage and all packaging.
- Within 30 days of receipt, we will acknowledge receipt of your claim in writing, or if all requirements have been met including receipt of payment in full of all associated freight charges, we will conclude your claim providing settlement payment or determine declining your claim for sufficient reason.
- If settlement payment has been approved, the damaged goods are property of Sorenson Transport Co.
- Damage Mitigation
- Under Federal law, a claimant is required to fully mitigate their claim possible by any means. If the item can be sold at a reasonable discount, it should be sold, and the claim filed for the amount of discount.

## Salvage

- When goods are deemed a total loss without value or possible repair, if payment is made to settle your claim the
  items become the property of the carrier. Do not discard or remove the goods once a claim is approved unless written
  or emailed consent is received.
- If you prefer to retain the goods (salvage) Sorenson Transport Co will take a reasonable salvage allowance or discount, reducing the amount paid on the claim.

Thank you for choosing Sorenson Transport for your transportation requirement. We appreciate your business.