

# **INSPECTION REPORT**

PRO NO.

PRO DATE

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Service Center			Date Goo	ods Delivered	Date Inspection Req.	Date of Inspection	
Shipper			Origin				
Consignee			Destination				
GENERAL INFORMATION							
Were contained a visite la Distance in a second strand							
for inspection?	□ Yes □ No	evidence of loss or damage? $\Box$ No					
Is there evidence of	□ Yes	If Yes, please explain.					
prior transportation?							
Have goods been moved	□ Yes	If Yes, please explain.					
from delivery point?							
Were lost or damaged	□ Yes	If Yes, give weight c	of lost or				
goods shipped at released value?		damaged items:					
PACKAGING INFORMATION							
Type of container:   Box	Crate	□ Pallet □ Roll □	Other (Sp	ecify)	□ Ne	w 🗆 Used	
Construction of container:  Wood  Fiberboard  Corrugated  Single Wall  Double Wall  Other							
Inner Packaging:  Corrugated  Liners  Slotted Partitions  Corner Posts  Excelsior Paper  None  Other							
Markings:  Directional  Fragile  Glass  Handle With Care  Freezable  None  Other							
Closure Information:  Glued  Stapled  Taped  Banded  Nailed  Other							
Gross Weight Ib Burst Test PSI Dimensions: Height Width Depth RECEIVING FACILITIES							
□ Sidewalk level □ Tailgate level Other □ Handtruck □ Forklift □ Conveyor Other							
DESCRIPTION OF DAMAGE							
Product Serial No.							
Model No., <i>etc.</i> Value \$							
					SKETCH/DIAGR	AM OF DAMAGE	
SALVAGE/REPAIRS							
Are repairs feasible?  Yes No By consignee By shipper Estimated cost of repairs \$							
Would consignee accept allowance and keep "As-Is"?  Yes No If Yes, how much? \$							
SIGNATURES							
Person signing below acknowledges having read this report and agrees that the information contained therein is factual to the best of the endorser's knowledge.							

CONSIGNEE REPRESENTATIVE

INSPECTOR

THIS IS NOT A CLAIM! SEE NEXT PAGE FOR CLAIM FILING INSTRUCTIONS

The following provisions of the Bill of Lading and National Motor Freight Classification are furnished to assist claimant in determining:

- (1) When to file claim
- (2) With whom claim must be filed
- (3) How to file claim
- (4) Salvage disposition

## BILL OF LADING CONTRACT TERMS AND CONDITIONS

#### SECTION 2B

As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury, or delay occurred, *carrier in possession of the property when the loss, damage, injury, or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within the nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.* 

#### NOTE: Shipments originating in Canada are subject to the Canadian Bill of Lading Contract terms and conditions.

#### Canadian Bill of Lading: Conditions of Carriage

### **Notice of Claim**

- (a) No carrier is liable for loss, damage, or delay to any goods carried under the bill of lading notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier with sixty (60) after delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.
- (b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

# NATIONAL MOTOR FREIGHT CLASSIFICATION

300105	CLAIM FILING (a) Claims in writing required. A claim for loss or damage to baggage or for loss, damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in subparagraph (b) below, with the receiving or delivering carrier, or carrier issuing the bill of lading, receipt, ticket, or baggage check, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto. (b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the baggage or shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage. (c) Bad order reports, appraisal report of damage, notations of exceptions on freight bills or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers or inspection requests do not comply with claim filing requirements.
300150	SALVAGE RETENTION When visible or op[en damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the consignee to retain damaged merchandise and shipping container until carrier desires to take possession of merchandise as salvage. If record conclusively reflects carrier liability, carrier will take possession of the damaged merchandise as soon as possible and in any event, within thirty (30) days from the date shipment was noted damaged on carrier delivery receipt or from date of inspection report, if damage was concealed. If carrier does not take possession of the damaged merchandise within the time prescribed above, consignee must contact delivering carrier and request removal of goods from his premises within fifteen (15) days from the date of such communication. The above applies only when the carrier and consignee agree that the carrier will handle disposition of the salvage, and does not in any manner affect the legal duty that the consignee, when there is a substantial value, must accept and handle it in such manner as to mitigate the carrierÕs loss as much as possible. If there is doubt of carrier liability, the carrier will so advise consignee, in which event the consignee may hold the merchandise until liability of carrier is determined, or may dispose of it so as to mitigate the damage, and may file claim for such damage. Carrier will remove the damaged goods within the fifteen (15) day period or advise consignee that carrier liability is in doubt and that damaged merchandise is to be retained by the consignee until carrier has completed investigation of claim.
300155	PRIOR TRANSPORTATION If concealed damage inspection report covers merchandise which has had prior transportation movement, consignee is required to assist carrier in determining if shipment was opened and inspected by shipper prior to reshipment, and if not, shall then assist carrier in every way possible to establish record of prior transportation.

YOU MAY OBTAIN CLAIM FORMS FROM YOUR YRC: F9= < H REPRESENTATIVE OR ANY YRC: F9= < H TERMINAL.