



MC: 1771425 | USDOT: 4483900 | EIN: 39-4823174 | D-U-N-S: 141619079 | SCAC: KNPH

FOCUS 1 LLC – Freight Claim Terms & Conditions

These Freight Claim Terms and Conditions govern all claims for loss, damage, shortage, or delay to shipments transported by FOCUS 1 LLC (“Carrier”). Submission of a claim constitutes acceptance of these terms.

1. Governing Law

All freight claims are governed exclusively by the Carmack Amendment (49 U.S.C. § 14706) and applicable federal regulations, including 49 CFR Parts 370 and 1035.

2. Filing Deadlines

Claims must be filed in writing within nine (9) months of delivery or expected delivery.

Any lawsuit must be filed within two (2) years and one (1) day from written notice of claim denial.

Failure to meet these deadlines results in an absolute bar to recovery.

3. Mandatory Written Claim

Delivery receipt notations, inspection reports, emails, or photographs do not constitute a valid claim unless accompanied by a formal written claim stating:

Shipment identification



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Assertion of carrier liability

A specific or determinable dollar amount

4. Proof of Delivery & Inspection

A clear Proof of Delivery (POD) signed without exception is strong evidence that the shipment was delivered complete and in good condition. Claims may be denied where damage or shortage was not specifically noted at delivery.

5. Concealed Damage

Claims for concealed damage must be reported promptly after discovery. Failure to provide timely written notice creates a presumption that damage occurred after delivery.

6. Required Documentation

Claims must include, at a minimum:

Bill of Lading

Signed Proof of Delivery





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Commercial invoice establishing value

Proof freight charges were paid

Photographs of damage and packaging

Incomplete claims will not be processed.

7. Freight Charges

All freight charges must be paid in full prior to claim processing. Nonpayment may result in denial of the claim.

8. Inspection, Mitigation & Salvage

Claimants must preserve damaged freight and packaging for inspection. FOCUS 1 LLC reserves the right to inspect and to take possession of damaged freight for salvage if a claim is paid in whole or in part. Unauthorized disposal voids the claim.

9. Limitation of Liability

Carrier liability is limited as permitted by law and the applicable Bill of Lading. FOCUS 1 LLC is not liable for:

Consequential, incidental, or special damages





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Lost profits, delay damages, or business interruption

Improper packaging or shipper load and count

Acts of God, public authority, inherent vice, or shipper fault

10. Reservation of Rights

Investigation, acknowledgment, or discussion of a claim does not constitute acceptance of liability or waiver of defenses.

5. UPDATED REQUIRED CHECKBOX – FREIGHT CLAIM FORM

(This is where NotebookLM strength really belongs)

This replaces the shorter checkbox I gave earlier.

I acknowledge and agree that this freight claim is governed by the FOCUS 1 LLC Freight Claim Terms & Conditions, the applicable Bill of Lading, and federal law, including the Carmack Amendment (49 U.S.C. § 14706). I understand and agree that strict filing deadlines, documentation requirements, limitations of liability, inspection and salvage rights, and lawful defenses apply, and that submission of this claim does not guarantee payment.

