SUMMARY OF CHANGES	AUTHOR	REV.	IMPLEMENTATION DATE
Original	DE	1	03/11/2016
Updated fat claim procedure (meat master label)	DE	2	01/26/2018
Added label weight requirement in short weight section	DE	3	03/19/2018
Clarified fat claim procedure (meat master label)	DE	4	05/10/2018
Added Specification/Quality Condition Problems	DE	5	02/03/2020

APPROVAL SIGNATURE		
NAME	TITLE	DATE

1 – PURPOSE

The purpose of this program is to provide instruction on product claim procedures.

2 – SCOPE

The procedure is applicable to all product produced at Nicholas Meat LLC

3 – RESPONSIBILITY

The General Manager and Quality Assurance Manager have the overall responsibility to assure that this procedure is performed as prescribed.

4 – PROCEDURE

All claim issues will be investigated thoroughly and in a timely manner. Upon receiving the product, the customer must notify Nicholas Meat LLC of any seal discrepancies, incorrect case/combo bin counts, temperature issues, case/combo bin damage or refused product immediately. All rejected product must be placed back on the original carrier whenever possible. Short weight, Product Quality, and Point of lean claims must be reported within 24 hours of receipt. Notification outside this 24-hour window may result in a claim not being honored. If it is outside business hours, the customer will send an email with the appropriate claim information and be contacted the following business day.

When reporting a product claim, the customer will provide the following information:

-Invoice number/Delivery PO number
-Number of cases/combo bins involved
-Plant of Origin/Establishment number
-Photos
-Description of product
-The serial or lot number, weight, and production date of each case or combo bin involved

Please refer to the following requirements and instructions for specific claim types:

Short/Over Cases

-Nicholas Meat LLC must be notified of any discrepancies immediately.
-The customer must allow driver on the dock to verify the count while being unloaded or no claim will be honored.
-The bill of lading must be signed with the discrepancy noted.
-The product code, serial number, weight, and production date must be provided for each case that is short or over.
-This information can be located on the on the box labels.
-Total number of cases or combo bins received must be noted on the bill of lading in order to ensure an accurate shortage or overage claim.
-The seal must be verified intact and noted on the bill of lading for any claim to be considered.
-Customer pick ups will be considered delivered once trailer/truck loading is complete.

Damaged Combos or Cases

-Nicholas Meat LLC is to be notified of product damage prior to the damaged product being unloaded.
-Photos of each damaged combo/case, including labels, are to be taken prior to unloading damaged cases.
-If photos are not provided and/or the driver is not allowed to verify the product condition prior to the damaged product being unloaded the claim will be denied.
-The product code, serial numbers, production date, and weight must be provided for each damaged case. This will allow Nicholas Meat LLC to issue proper credit.
-The bill of lading must have the following information documented on it:
The type of damage
The total quantity received and/or rejected

Temperature

-Nicholas Meat LLC must be notified as soon as the temperature issue is discovered.
-Initial requirements for filing a temperature claim are as follows:
1. Verification of the trailer setting, running temperature, and cycle are required.
2. Nine product temperatures will be required. These temperatures should be taken from the top, middle, and bottom of the product in the nose, middle, and tail of the trailer.
3. A calibrated thermometer must be used to take all required temperatures. Thermometer calibration logs will be required.
4. Additional information may be requested during the investigation.

-The customer must provide documentation of the temperatures the product was exposed to while in the customer's control. This will include but is not limited to receiving temperatures, dock temperatures, cooler/freezer temperatures, and trailer temperatures.
-The product must be available for Nicholas Meat LLC to evaluate.
-Downloading of the trailer temperature control unit will be required if available.

Foreign Objects

-The claim must be reported immediately upon discovery to Nicholas Meat LLC
-The foreign object and photos of the foreign object must be sent to Nicholas Meat LLC
-Photos of the product label are also required
-A detailed listing of losses due to the foreign object is required.
-A copy of the customer's internal investigation that shows how it was determined that Nicholas Meat LLC is responsible must also be provided.
-Nicholas Meat will not accept claims on product after it has blended with another supplier.

Less Than Truck Load (LTL) Delivery

-Nicholas Meat LLC does not guarantee on time delivery for LTL orders.
-We will not honor late or overtime charges for LTL deliveries.

Specification/Quality Condition Problems

-Detailed pictures and customer product measurements must be provided. This includes product pictures before trimming, after trimming, and the trimmings on a scale.
-Hold unopened boxes/combos, of the specific product in question representing 10% of the total shipment until determination is made whether the situation will require an on-site evaluation by a Nicholas Meat appointed representative.
-Specification claims equal to or less then 2% are subject to denial.
-No claim will be paid without prior product evaluation and documented proof of loss.

Point of Lean

-Nicholas Meat LLC utilizes a validated Meat Master II x-ray system for fat analysis on the majority of the beef trimmings they produce.
-This system is verified on a daily basis for accuracy.
-In order for a claim to be considered, a photo or physical Meat Master II label with accompanying pallet ID and product label must be produced on the out of specification product.
-Unless extenuating circumstances exist, the Meat Master II label will be considered the stand alone result for the combo bin it represents.

All other product not applicable to the Meat Master II label requirement will follow the fat claim procedure listed below:

-Nicholas Meat LLC must be notified within 24 hours of the customer's "in house" point of lean testing showing the product exceeds the specified lean point by 2%.
-25% of the combo bins or 5% of the boxes received must be available for sampling and testing by an independent outside laboratory at the discretion of Nicholas Meat LLC.
-The serial numbers of the product to be held must be reported to Nicholas Meat LLC.
-Nicholas Meat LLC will determine if the product being held was tested by our Meat Master.
-If the serial numbers held were tested by the Meat Master and the Meat Master results are within +/- 2% of the declared lean point or agreed upon customer/supplier requirements, the claim will not be honored.
-If the serial numbers held were not tested by the Meat Master, Nicholas Meat LLC will attempt to locate an independent outside lab to collect or witness the collection of samples and fat analysis of the product.
-Samples must be core drilled perpendicular to the top surface of the combo bin.
-The independent laboratory must find the tested product is more than 2% outside the label declared lean point or agreed upon requirements in order for a claim to be honored.
-In the event that the tested product is not more than 2% outside of the guaranteed lean point or all the requirements are not met, the customer will be responsible for any lab fees incurred.
-Claims will not be accepted on individual combos.
-Claims must be calculated as an average lean point of the total shipment.

Off Condition

-Immediate notification to Nicholas Meat LLC must be given upon discovery of the off-condition product.
-The product must be within the shelf life specified for the product delivered to the customer. If frozen after delivery then complete cold chain records will be required.
-The customer must provide documentation of the temperatures the product was exposed to while in the customer's control. This will include, but is not limited to, receiving temperatures, dock temperatures, cooler/freezer temperatures, and trailer temperatures.
-The customer must provide Nicholas Meat LLC with detailed photos of the off-condition product.
-The off-condition product must be available for evaluation by Nicholas Meat LLC.
-DO NOT render or dispose of any product without authorization from Nicholas Meat LLC.

Combo Bin Short Weight

-Nicholas Meat LLC must be notified within 24 hours of discovery of discrepancy of weight in any combo product.
-All short weight claims require a detailed listing of the receiving weight and label weight for each combo bin, a copy of the scale certification performed by an independent certified scale company within the last 12 months, and a copy of the daily scale calibration performed on the day the product was received. The calibration must be performed using 500 lbs. up to 2000 lbs. weights.
-The product must be weighed in original combos as received at the time of delivery. Claims filed for short weight after boxing/repackaging will be denied. The declared tare weight on the combo must be used in weighing bins.
-All combo bins are subject to the standard weight loss allowance of ½% for beef. Please note that claims will only be approved on the weight that exceeds the industry standard loss of ½%, not the total shortage claimed.

Wrong/Mislabeled Product

-As soon as a mislabeled or incorrect product is discovered, notice must be given to Nicholas Meat LLC.
-Pictures of the label, the case with the incorrect product still in it, and the product itself will be required.
-The customer must also provide the product code, weight, serial number, and production date from box label.
-The product must be available for evaluation by Nicholas Meat LLC.
-DO NOT render or dispose of any product without authorization from Nicholas Meat LLC.