



CLAIMS PROCEDURE

Short-sea Services

Applicable from **1 July 2021**

CLdN ro-ro S.A.
CLdN ro-ro Agencies Ltd.

- This “general” claims procedure is applicable for all cargo claims in respect of cargo carried on the following **SHORT-SEA SERVICES**; however, a more specific claims procedure may be applicable for certain customers, if stipulated in a written contract:

The contractual carrier is – generally – the legal entity that provides the cargo interests with a freight quotation and issues the freight invoice:

- For the ro-ro ferry services between the (European) Continent and the UK and Ireland and for the ro-ro ferry services between Vlissingen-Dagenham, Zeebrugge-Scandinavia, Zeebrugge-Iberia, Rotterdam-Iberia, the appointed claims handling office for the contractual carrier is **CLdN ro-ro S.A.**, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg

The appointed claims handling office is:

- **CLdN ro-ro S.A. Claims department** - claims@cldn.com

Claims will be handled in accordance with the applicable CLdN Carriage by Sea General Terms and Conditions, and, in particular (without limitation):

1. **Reservation for apparent damage** is to be received by the claims handling office at the latest when the Article of Transport (AoT) is removed from the terminal in the case of apparent damage, or, for damage which is not apparent, within **24h** after collection of the AoT from the terminal. Lack of reservation will constitute ‘prima facie’ evidence of the delivery of the AoT as described in the transport documentation (i.e. that no additional damage was caused while the AoT was under the care and custody of the terminal).
2. For damages which require repair on terminal, reservation is to be received **before** repairs are carried out.
3. A notification (reservation) is to be sent as soon as possible, by e-mail to:
 - **c/o CLdN ro-ro S.A., Claims department**, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg. E-mail: **claims@cldn.com**

providing the following information:

- name of vessel
- shipping route
- date of shipment
- identification number of AoT
- nature of damage/loss

The claims office will then register and investigate your notification of claim.

4. A **formal claim** should be submitted as soon as possible, including the following:
 - specifications of damage claimed;
 - evidence that the alleged damage was noted while the AoT was under the care and custody of the sea carrier (with a copy of the relevant approved report by CLdN ro-ro S.A. properly countersigned by a representative of the latter);
 - evidence in support of extent of alleged damage e.g. repair invoice, supplier’s invoice, detailed breakdown of the repair cost, i.e. the price of each of the materials used separately and the hours of labour itemised against each stage of repairs.

This information is required to enable the respective claims office to examine your claim in a proper and professional way. The sooner this information is made available the sooner your claim will be handled.

- **It is up to the claimant to prove the extent of the damage or loss.** The best way to do this, is by means of a joint survey. This is cost and time consuming for all parties and it is therefore not practical to organise such survey for each and every claim. However CLdN ro-ro S.A. should in any case be given the opportunity to inspect larger damages prior to repairs (e.g. as from EUR 1,250 or GBP 1,000). Claimant’s non-compliance with this request will result in non-admissibility of the claim.

5. The **liability of the sea carrier as well as the amount of compensation** will be determined on the ground of the following criteria:
 - The CLdN Carriage by Sea General Terms and Conditions (incorporating the Hague Visby Rules)
 - The Carrier’s conditions for the handling of claims (as per attached)
 - Belgian (maritime) law
6. **In case a settlement is agreed** the claimant will have to sign a ‘Claim Release Form’ for the amount agreed before pay-out is made. A demand for settlement of a damage will not be paid by means of an invoice since any possible settlement is a compensation not directly related to any performance for which the claimant can invoice the carrier. Therefore, CLdN ro-ro S.A. will automatically consider any such invoices as ineligible, without giving additional notice.
7. For a VAT-registered companies, VAT on repairs does not constitute a damage and is therefore not recoverable from the Carrier. Furthermore, claims are not subject to VAT.
8. **All claims are time-barred 1 year after discharge** of the AoT from the vessel. Submission of a reservation and/or a formal and quantified claim will not interrupt and/or suspend this time-bar. Neither do negotiations. If it becomes apparent that a claim will not be finalised within the 1-year period, claimants can request an extension of the time-bar. This should be done well in time. It is the sole discretion of CLdN ro-ro S.A. to decide whether or not an extension will be granted. An extension of the time-bar never can be assumed but has to be confirmed in writing prior to its expiration.

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