



TERMINALS' CONDITIONS FOR THE HANDLING OF CLAIMS

Applicable from **1 July 2021**

CLdN Lignes SA
(Terminals)

All capitalised terms shall have the same meaning as in the CLdN Terminals General Terms and Conditions.

As a general principle of law, claimants are expected to mitigate the loss at all times.

Claimed damages shall be subject to the right of inspection of these damages and any claim settlement will reflect the depreciated replacement value of the damaged material(s) at the time that the damage occurred.

Handling damages

Units are susceptible to damage despite due care being taken during loading, handling, stowing, storing and discharge operations.

The Terminal shall not accept such wear and tear and such "handling damage" as a valid claim.

Wear and tear

Except where the damaged material is less than 12 months of age, all claim settlements shall be subject to a reduction of 25 % to reflect wear and tear depreciation.

Where the damaged material is proven to be less than 12 months old, loss or damage will be fully reimbursed.

The burden of proof lies with the claimant and is to be submitted together with its claim.

The Terminal will not accept liability for the following items:

1. Damage to parts not visible on delivery through reasonable inspection methods, such as video gates and visual manual delivery checks (depending on port facilities).

2. Tilt & Curtain damages as a result of:

- Tearing or chafing against the framework of, or objects within, the Unit.
- Tearing or chafing against cargo within the Unit, excessive tension in the canopy due to sideboards, stanchions or cargo extending beyond the cargo loading platform.
- Knife cuts and tilt damages caused by stowaways.

Unless the cost of repair exceeds the cost of replacement, holes and tears will not be accepted as justifying the complete renewal of the tilt and/or curtains, even if the damage endangers the legitimacy of a certification policy (such as, but not limited to, a TUV Certificate). In the exceptional case of a justified complete renewal of the tilt, any claim settlement will reflect the depreciated replacement value of the tilt and/or curtains at the time that the damage occurred.

3. Buffer blocks - Bumpers fitted to protect the Unit, or any parts of it, from frequent contact with hard objects. Any damage shall be deemed to be fair wear and tear.

4. Tyres: Flat tyres, punctures or damages to the tread of the tyres.

Damage will only be compensated where there is clear visible impact to the sidewall of the tyres and then only according to the following criteria:

- a) If the remaining tread is known, compensation shall be calculated pro rata per mm.
- b) If the remaining tread is unknown, compensation shall be maximum 50%.

However, no liability shall be accepted for any tyre with a tread below 4mm or where the tread peels away from the tyres.

5. Spare wheel carriers, cargo lifts and storage boxes: as these are often positioned close to the ground and any damage shall be considered as inherently occurring due to their location.

6. Air suspension bags and related part: any damages, except where it can be clearly established that the damage occurred due to an external impact.

7. Mudguards and anti-spray equipment are inherently vulnerable to contact with external objects. Any damage shall be considered fair wear and tear, except where it can be clearly established that the damage occurred due to an external impact.

8. Loose or detachable equipment: loss of or damage to, lamp lenses, reflectors and other loose equipment, such as, but not limited to, removable trailer light boards, spare tyres, winding handles, brake couplings, tools, tarpaulin covers, spansets, etc. Except where it can be clearly established that the surrounding of the hereinabove items also suffered damage due to an external impact.

9. Side board & door hinges and locks: side board & door hinges and locks wear out due to normal handling and corrosion, except where it can be clearly established that the damage occurred due to an external impact.

10. Side boards and trailer superstructure: chafing, denting, splitting of side boards (covered side boards are not subject to the W&T Clause) and superstructures, except where it can clearly be established that the damage occurred due to an external impact.

11. Aluminium and other light-weight constructions, except frame and sub-frame damage caused by external impact.

12. Curtain-winding and tensioning mechanism, except where damage occurs by external impact and caused the system to malfunction.

13. Box, Bulk, Reefer, and Tank, Containers: minute dents, scratches and any other cosmetic damages to any outer casing, panels, framework, corner posts, and castings, where the normal operation of the Unit is not impeded (Cosmetic damage). Malfunction of temperature gauges, valve covers, box lids etc.

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