



# CLAIMS PROCEDURE

## Terminal Services

Applicable from **1 July 2021**

CLdN Lignes SA  
(Terminals)

- This “general” claims procedure is applicable for all cargo claims in respect of cargo handled by one of the CLdN Lignes S.A. Terminals; however, a more specific claims procedure may be applicable for certain customers, only if stipulated in a written contract:

The contractual terminal is – generally – the legal entity that provides the cargo interests with a terminal services quotation and issues the terminal services invoice.

- (a) For only terminal related services, the appointed claims handling office for the contractual terminal is the **C.RO Ports S.A. Claims department** - terminalclaims@croports.com  
(b) For sea carriage related services, the appointed claims handling office for the contractual terminal is the **CLdN ro-ro S.A. Claims department** - claims@cldn.com

Contact details are below.

Claims will be handled in accordance with the applicable CLdN General Terms and Conditions of Terminals, 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 (as applicable):
  - in relation to only **terminal services**: c/o **C.RO Ports Zeebrugge N.V., Claims department**, Hendrik van Minderhoutstraat 50, Britanniadok, B-8380 Zeebrugge. E-mail: terminalclaims@croports.com
  - in relation to (CLdN) **sea carriage related services**: c/o **CLdN ro-ro S.A., Claims department**, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxemburg. E-mail: claims@cldn.com

providing the following information:

- name of vessel (if and when applicable)
- shipping route (if and when applicable)
- date of shipment or event
- 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 terminal (with a copy of the relevant approved report by CLdN Lignes S.A. Terminals and/or CLdN ro-ro S.A. properly countersigned by a representative of the latter).
  - evidence in support of extent of the 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. 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 Lignes S.A. Terminals or 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 terminal as well as the amount of compensation** will be determined on the basis of the following criteria:
  - The CLdN Terminals General Terms and Conditions
  - The Terminals 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 terminal. Therefore, the terminal will automatically consider 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 terminal. Furthermore claims are not subject to VAT.
8. **All claims are time-barred 1 year after discharge** of the AoT from the vessel (or after arrival of the AoT on Terminal). 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 Lignes S.A. Terminals or 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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