

## CARRIAGE BY SEA & TERMINAL-RELATED SERVICES CLAIMS-HANDLING PROCEDURE & CONDITIONS

Applicable as of 1 May 2022

CLdN RoRo S.A.

CLdN RoRo Agencies Ltd.

### PROCEDURE

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 RoRo S.A.**, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg.

The appointed claims handling office is:

- **CLdN RoRo S.A. Claims department** – [claims.lux@cldn.com](mailto:claims.lux@cldn.com)

Claims will be handled in accordance with the applicable CLdN **Carriage by Sea and Terminal-Related Services 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 RoRo S.A., Claims department**, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg, e-mail: [claims.lux@cldn.com](mailto:claims.lux@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 RoRo 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. 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 RoRo 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 and Terminal-Related Services General Terms and Conditions**, specifically (but without limitation) according to the liability differentiation in respect of Contracts for Carriage of Goods or Contracts for Terminal-Related Services
  - The Carrier's conditions for the handling of claims (below)
  - 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 RoRo 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 RoRo 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.

## CONDITIONS

All capitalised terms shall have the same meaning as in the **CLdN Carriage by Sea and Terminal-Related Services 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 Carrier 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 Carrier 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. **Bumper guards** and/or **buffer blocks** fitted to protect the Unit, or any parts of it, from frequent contact with hard objects. Any damage, unless rendered useless due to a single impact, 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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