



CLAIMS PROCEDURE

Terminal Services

Applicable from 1 March 2019

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 terminals, the appointed claims handling office for the contractual terminal is **C.RO Ports Claims Department**, Zeebrugge office.
- (b) For sea carriage related services, the appointed claims handling office for the contractual terminal is (i) for sea-carriage related services performed by CLdN ro-ro S.A., the **CLdN ro-ro S.A. claims department**, Luxembourg office; (ii) for sea-carriage related services performed by Cobelfret Ferries N.V., the **Cobelfret Ferries Claims department**, Zeebrugge office

Contact details are below.

Claims will be handled in accordance with the applicable “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 72h 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, Brittanniadok, 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
 - in relation to (Cobelfret) **sea carriage related services: c/o Cobelfret Ferries N.V., Claims Department**, Hendrik van Minderhoutstraat 50, Brittanniadok, B-8380 Zeebrugge. E-mail: ferryclaims@cobelfret.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 (copy of the relevant approved report by CLdN Lignes SA Terminals and/or Cobelfret Ferries N.V. or CLdN ro-ro S.A. and properly countersigned by a representative of the latter).
 - evidence in support of extent of 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 impractical to organise such survey for each and every claim. However CLdN Lignes SA Terminals, Cobelfret Ferries N.V. 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 CLdN Lignes SA Terminals will automatically consider such invoices as ineligible, without giving additional notice.
7. For a VAT registered company 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 this 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 SA Terminals, Cobelfret Ferries N.V. 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.



TERMINAL'S CONDITIONS FOR THE HANDLING OF CLAIMS

All capitalised terms shall have the same meaning as in the 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 of age, 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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