

Rotterdam, 12 June 2018

Subject: Quay-quay claims handling

Dear customer,

In the unfortunate event that you are confronted with a damage to a container potentially caused under Samskip Multimodal care, we would appreciate your cooperation as described below in order for Samskip to be able to handle a claim properly and as quickly as possible.

Visible damage to container/unit at collection on terminal

For new visible damage to the container at the collection on terminal the driver should notice the Terminal personnel. The damage must be noticed on the interchange. A copy of this interchange must be handed in at the terminal office, **before** the unit is removed from the terminal.

Not accepted

Pictures of the driver, interchanges that aren't signed by Samskip or terminal employees, damage forms or notes on interchanges are not accepted as notification of damage to Samskip. Notifications of damages **after leaving the terminal** are not accepted by Samskip.

Report of damages

A first notification of the damage must be sent to the [Samskip Multimodal – QQ Claims department](#) within **7 days** after collection of the unit containing the following information: unit number, booking number and interchange with damage noted.

Lodging a claim of damages

A complete claim must contain the following documents and must be sent to [Samskip Multimodal – QQ Claims department](#) as soon as possible but at least within **1 month** after collection of the container.

1. Unit number / Booking number / Dossier number.
2. Nature / extent / exact location of damage / with pictures to support your claim.
3. Evidence of the condition of the unit at the moment of delivery to the terminal before shipment, interchange or gate pictures.
4. A copy of the interchange of the moment of taking out the container from our service, with damages noted.
5. A copy of the repair estimate, costs of labour and material specified.

Samskip Multimodal will register, handle and acknowledge receipt of the claim.

Without the above mentioned information Samskip cannot take the claim in consideration. In order to protect Samskip Multimodal interests we need the information to investigate the damage, enable Samskip to recover damages from liable parties and assess whether it is necessary to appoint a surveyor.

We trust this information will enable you to process a claim with Samskip, but if you have any questions please do not hesitate to contact your customer service coordinator or us directly.

We appreciate your patience for a timely resolution of the claim. In the mean time we emphasize our prohibition for deduction of claims in relation to invoices as specified in our Terms & Conditions (art. 14.15)

We thank you in advance for your cooperation.

Kind regards,

Samskip Multimodal – Claims department
qqclaims@samskip.com

Appendices

Asses extend of damage

The carrier should indicate the extent of the damage. The best way of determining the damage is by mutual survey. Because of the expensive and time-consuming method for both parties concerned, it is not practical / economical to do this for all cases of damage. However, Samskip Multimodal should have the opportunity to appoint a surveyor before any repairs are carried out. Major claims will be transferred by Samskip Multimodal to their insurance company, or to a yet to be established assessment office for further consideration.

Wear & Tear / Various Dents & Scratches (VDS)

Samskip Multimodal B.V. accepts no responsibility for user's damages (so called Wear & Tear/VDS).

Consequential losses

Samskip Multimodal B.V. is not liable for consequential losses such as loss of time, rental of substitute trailer/unit, etc. unless the customer's claim for such losses is based on mandatory rules. It is the responsibility of the customer to prove that he's entitled to compensation for consequential losses.

Bad weather / Act of God Clause

Samskip Multimodal B.V. accepts no responsibility for damages caused by severe weather conditions like hail, snow, flood or storm (Act of God / Force Majeure).

Period of limitation

One year of expiration is applicable for claims, after collection of the unit from the ship. If claims cannot be solved within one year, the claimant has the opportunity to put in a request for extension of the term of limitation. This request should be sent to Samskip Multimodal B.V., in good time, before expiration. It is up to Samskip Multimodal B.V. whether or not the requested delay is granted. This extension can never be assumed, but has to be confirmed by Samskip Multimodal B.V. in writing before the time limit expires.