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Subject: CLAIMS PROCEDURE v20160201

SUBMISSION OF PRECLAIM NOTIFICATION

- The Problem Notification must be submitted electronically to Panalpina Airflo, immediately after discovery of the damage or at least within 24hrs of shipment arriving at its final destination. The Carriers allow for a longer time frame but it is our experience if Panalpina Airflo is given immediate notice and therefore the opportunity to work with you and us with the Carriers, we have a much better success rate at resolving a potential claim.
- If it is obvious that a claim is situation has occurred a Pre-claim Notification can be electronically submitted to the respective Managers of Panalpina Airflo. This can be done on a Company letterhead indicating the Master Airway Bill number, Shipper, Consignee, pieces, kilograms and brief description of the damages / discrepancies which occurred.

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Conrad Archer – Director – conrad.archer@panalpina.com

Christine Atieno - Claims Administrator - christine.atieno@panalpina.com

- Provided that your Pre-claim Notification was issued within the legally prescribed notification limits, your electronically forwarded Pre-claim Notification has the legal value of a formal written complaint as intended in Article 26 of the Warsaw Convention or article 31 of the Montreal Convention (The Warsaw / Montreal convention contracts are available www.montrealconvention.org/montreal_convention/Article31.htm) and as referred to in article 10 of the Conditions of Contract as printed on the reverse of the Master Airway Bill. (Please refer to Article 10 at the end of this writing)
- According to the legal articles mentioned above, there is a relationship between your Preliminary Claim Notification and the delivery receipt that was signed at the airport of destination. The damages / loss **must** be endorsed on the Airway Bill or release document by the person entitled to delivery. Therefore it is **very** important that the delivery is checked before signing the AWB. It is understood it is impossible to check every box but a sample group of temperatures should be taken and if they are unacceptability high it should be noted on the AWB or release document i.e. "Delivery Accepted with Reservations, suspected overheating. Temperatures recorded at" Remember to keep proof of temperature recordings i.e. digital photos of temperature probes with box labels or AWB stickers.
- The Carrier may wish to appoint its' own Surveyor to inspect a shipment. This obviously is preferable; however we need rapid immediate communication between you, ourselves and the Airline to ascertain who will do the survey, if required.
- When "reserves" were made on the Airway Bill or release document at the moment of acceptance of the shipment, you now have the right to file a formal claim, within a maximum of 3 months.

- Where no, or deviating reserves were made on the delivery receipt, in such case the claiming party has the burden to prove that the damage as claimed existed already at the moment of delivery, even if not written as such on the delivery receipt. The applicable laws declare that delivery without immediate written complaint as “prima facie” evidence on the carrier that the goods were delivered in good condition and in accordance with the document of transportation.
- In case an Agent of the consignee has entirely refused to take delivery of the goods at destination, then the consignee has chosen not to become a party to the contract of transportation at all. In such a case, preliminary claims and formal claims filed by or on behalf of the consignee are entirely inadmissible.
- Should the condition as indicated in your preliminary claim notification give rise to a formal claim for financial compensation, such claim is subject to proof of actual damages suffered, quantity and value of the product involved (e.g. Destruction Certificate and Independent Surveyors Report vital).

SUBMISSION OF FORMAL CLAIM

- The Formal Claim can be electronically submitted to the respective Managers of Panalpina Airflo, within maximum of 3 months, who will forward the Formal Claim to the airline.

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- The following documentation must accompany the formal claim:
 - ✓ A copy of the Master Airway Bill (Endorsed with the damage/discrepancy)
 - ✓ A copy of the Commercial invoice that accompanied the shipment please be aware that the value of the Commercial Invoice as stamped by customs is likely to be used as the limit to your claim.
 - ✓ A copy of the packing list, with weight specifications of the shipment.
 - ✓ A specification of the claimed amount
 - ✓ Irregularity Report from the Ground Handling Agent (GHA)
 - ✓ Written discrepancy report from the Consignee (if shipper is claiming)
 - ✓ In the event of physical damage to, or deterioration of goods at least two of the following documents:
 - Proof of salvage (proceeds of sale at reduced price, or to another than the intended party)
 - Shippers Credit note to the consignee (in the case of a shippers claim)
 - An Official Destruction Certificate.
 - Evidence / Report of neutral damage surveyor.
 - Digital pictures
 - All relevant written communications pertaining to the claim.
- In the event of the claim being lodge by another party than the contractual Shipper or Consignee as mentioned on the Master Airway Bill, a cession of rights from the Shipper or Consignee must be produced.
- Additional documentation / information may be requested during the claims handling process, depending on the specific case.

- Compensation can only be given for damages that are directly related to an event which occurred during the carriage by air in the legal explanation of this expression. Legal and contractual exclusions and limitations of liability are mainly described in articles 18 – 22 of the Warsaw / Montreal convention, and in the carriers' General Conditions of carriage. Indirect damages, including punitive, exemplary or any other non-compensatory damages shall not be recoverable.
- In the Formal Claim the claimant is entitled to include the Surveyors /Destruction costs if applicable in the price claim.

OTHER RELATED INFORMATION

- Under IATA rules and regulations full remittance of payment for carriage of the goods / shipment in question has to be made regardless of a pending claim, payment can not be with held by the shipper/consignee.
- As per IATA regulations outlined in the tariffs issued by the various carriers, a "48-Hour Transit" for domestic shipments and a "72-Hour transit" for international shipments are considered to be reasonable dispatch. Therefore cargo that moves within this pattern is not subject to claim. Moreover, severe weather or climatic conditions at the airport of departure, enroute or destination relieve a carrier from any liability for damage resulting from delays or mishandling.
- NB Confirmed bookings do not guarantee the airline will uplift the shipment, i.e. force majeure, delays, cancellations etc

Article 10 – Conditions of contract on the reverse of the Master Airway Bill

10. Receipt by the person entitled to delivery of the cargo without complaint shall be Prima Facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
 - 10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made;
 - 10.1.1 In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from date of receipt of the cargo;
 - 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
 - 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the Airway Bill, or if an Airway Bill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
 - 10.2 Such a complaint may be made to the Carrier whose Airway Bill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
 - 10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against the Carrier.
 - 10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.