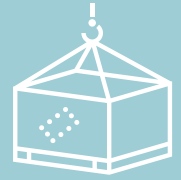


Notice of loss to the carrier



WHAT IS A NOTICE OF LOSS?

A notice of loss is a notification made by the consignee to the carrier, stating that goods were damaged or missing upon receipt of the shipment.

WHY MAKE A NOTICE OF LOSS?

When a notice of loss is given within the correct time, it is presumed that the damage occurred while the carrier had custody of the goods and that he is responsible for the damage.

HOW DO YOU MAKE A NOTICE OF LOSS?

A notice of loss should be made in writing. In the case of apparent loss or damage, notice must be given immediately upon the consignee taking delivery of the goods. In road transport this is in practice accomplished when the consignee makes an annotation on the consignment note. This annotation must also be visible in the carrier's copy. After the extent and nature of the damage has become clear, a separate, written notice of loss can be made.

In cases of non-apparent loss or damage, written notice must be given to the carrier within specific and very short time limits. The length of these time limits varies depending on the mode of transport and can be found in our form for notice of loss.

WHAT INFORMATION SHOULD A NOTICE OF LOSS CONTAIN?

A notice of loss should include information about the transport and the damage. These are, for example, the transport route, the date of arrival and the number of the consignment note or similar. In addition, information about the damaged goods, the amount and type of damage should be included. The notice of loss is dated, signed and sent to the carrier.

WHAT HAPPENS IF YOU DO NOT MAKE A NOTICE OF LOSS?

The effect of a neglected notice of loss varies depending on the mode of transport. In sea transports and in CMR-transports, if the consignee fails to give notice within the set periods of time, the consignee shall have the burden of proof that the goods were lost or damaged while they were in the custody of the carrier. The presumption is that the goods have been delivered in good condition and the liability for the damage does not lie with the carrier. To overturn this presumption you must be able to show that the damage really occurred during transport. Proving this is often difficult or even impossible.

In other modes of transport this omission results in a loss of the right to claim compensation from the carrier.