

## **Complaint Procedure of Kuehne + Nagel, s.r.o. when procuring road, rail, sea and air transport**

### **1. General provisions**

1.1. This Complaint Procedure governs the legal relations between Kuehne + Nagel, s.r.o. as a shipper and its customers as ordering parties, when dealing with complaints regarding the correctness and quality of services provided by the forwarder when procuring road, rail and air transport. This Complaint Procedure does not apply to the provision of services in the procurement of maritime transport.

1.2. This Complaint Procedure form an integral part of every shipping contract and applies to all shipping services provided by Kuehne + Nagel, s.r.o. as the shipper on the one hand, for the ordering party on the other.

1.3. A complaint for the purposes of this Complaint Procedure means the right exercised by the ordering party against liability for defects connected with the provision of services by the shipper, which requires a certain remedy or compensation for defective performance, or failure to fulfil the subject of the contract.

1.4. By signing the shipping contract, the ordering party declares that it has familiarized itself with the contents of this Complaint Procedure before concluding it and agrees with it without reservation.

### **2. Damage Report**

2.1. The ordering party declares that it has instructed the final recipient that this recipient, as the recipient of the shipment, is obliged to inspect the shipment at the latest upon receiving the shipment.

2.2. In the case of obvious loss and damage noticeable even inside the shipment, the recipient is obliged to record this damage and loss in the damage report and subsequently file a complaint to the shipper in writing through the ordering party. The shipper (driver) and the recipient undertake to record the extent of damage or partial loss of the contents of the shipment immediately in the Damage Record. Further handling of the damaged shipment must be carried out in accordance with the shipper's instructions. The ordering party is obliged to notify the shipper of defects that cannot be identified during a proper inspection of the shipment upon receipt no later than 3 days from the date of its receipt.

2.3. The ordering party is obliged to allow the shipper (driver) to personally and physically verify the scope and amount of the damage before writing the Damage Record.

2.4. In case that:

- a) the Damage Record of the shipment is not recorded immediately upon receipt;
- b) not even a reservation is written on the acceptance document;
- c) the deadline for sending a claim is not met, according to paragraph 2.2 of this Article, both the ordering party and the recipient acknowledge that claims applied later will not be accepted by the shipper in the future.

### **3. Filing a complaint**

3.1. The ordering party is entitled to claim compensation for damage caused by damage, destruction, partial or total loss of the transported shipment, where:

a) damage means a change in the condition, quality, dimensions, structure, stability of the composition of the items included in the shipment, which cannot be removed by repair, or such a change in condition, which cannot be removed by repair, but the item is still usable for its original purpose;

b) destruction means a change in the condition of items included in the shipment, which cannot be removed by repair and the item can no longer be used for its original purpose.

3.2. Complaints are filed to the shipper by an authorized person, that is the ordering party

3.3. If the complaint is filed by e-mail or in writing by an authorized person on behalf of the ordering party, a power of attorney to represent the ordering party in the matter of the complaint must be attached to the complaint.

3.4. The authorized person acknowledges that the Damage Record shall not be considered as the complaint.

3.5. **The complaint must be submitted in writing.** E-mail is considered a written form only if it is delivered to the e-mail addresses [sk.claims@kuehne-nagel.com](mailto:sk.claims@kuehne-nagel.com). A written complaint must be sent to the relevant address: Kuehne + Nagel, s.r.o. Vajnorská 100/B, 831 04 Bratislava.

3.6. The complaint must be delivered to the shipper without undue delay as soon as the ordering party discovers that the shipment is damaged, destroyed, or completely or partially lost, but no later than within 3 days of receiving the shipment.

3.7. The complaint must include:

- designation or description of the damage to the shipment and the extent of the damage, or what the ordering party is demanding;
- an invoice or other document from which the contents of the shipment can be identified;
- shipment number according to the shipping label;
- the date of handing the shipment over for shipping;
- data on the person filing a complaint (business name, or name and surname, ID number, VAT number, bank account and, in the case of a legal entity and written submission, the signature of an authorized representative) – contact address, e-mail address, telephone and fax number;
- the date of drawing up the Damage Record;
- a copy of the Damage Record;
- accompanying photo documentation.

3.8. To calculate the amount of damage, the following is also required:

- proof of the contents of the shipment (delivery note, accompanying invoice, etc.);
- a document showing the price of the shipment at the time of its handover to the shipper;
- declaration that the goods were not otherwise insured (declaration of non-insurance).

3.9. If the circumstances of the case require so, the shipper is entitled to request an expert opinion from the ordering party to determine the extent of the damage. 3.10. If the complaint does not contain the details listed in paragraphs 3.7. and 3.8. of this Article, or if the ordering party does not submit an expert opinion based on the shipper's request according to paragraph 3.9. of this Article, it shall be considered

#### **4. Complaint procedure**

4.1. The complaint procedure will be started only after receiving all documents.

4.2. Damage can be compensated only after receiving all documents.

4.3. The shipper is obliged to handle the complaint no later than 45 days after it is filed. This period is extended by the period during which the authorized person has not delivered all the documents specified in Article 3 paragraphs 3.8. and 3.9. of this Complaint Procedure.

In the event of damage of the shipment covered by insurance arranged by the Freight Forwarder, the period for processing the claim is extended by the time needed for the investigation of the insured event to be completed, which is necessary to determine the extent of the Insurer's obligation to comply.

4.4. The shipper will issue a written document to the ordering party about handling the complaint.

4.5. If the complaint may not be handled within the above period due to serious reasons, the ordering party shall be informed of this fact in writing (letter, electronic form) or by telephone.

4.6. In the event of an unjustified complaint, the shipper shall be entitled to demand from the ordering party payment of the costs associated with the assessment of the complaint in the amount of EUR 30 for each shipment. The ordering party is obliged to pay such costs.

4.7. The ordering party acknowledges that a complaint for partial loss of the contents of the shipment or its damage cannot be accepted if the ordering party has not proven damage to the package of the shipment in the Damage Record. The ordering party also acknowledges that a complaint for a damaged shipment cannot be handled if it is an item subject to special handling and this fact was not properly marked on the package with a handling mark (fragile, stacking, do not tilt, etc.).

4.8. All rights resulting from damage to shipped items against the shipper are time-barred after the expiration of one year.

4.9. The deadline for appeal against possible disagreement with the result of the investigation and the opinion of Kuehne + Nagel, s.r.o. shall be 5 days from the date of delivery of the investigation result. In this case, a new 30-day period for handling the appeal begins.

#### **5. Shipper liability for damage**

5.1. If the shipper violates its obligation under the shipping contract, it is obliged to compensate the damage caused to the other party, unless it proves that the violation of obligation was caused by circumstances excluding liability according to Sections 373, 374 and 757 of the Commercial Code of the Slovak Republic (CC); Article 9 of the General Shipping Conditions of

the Association of Logistics and Shipping of the Slovak Republic (GSC ALS SR). The violation of obligation on the part of the shipper, the occurrence of damage and the causal connection between the violation of obligation and the resulting damage must be proved by the injured party (ordering party). The shipper must prove the existence of a circumstance excluding liability (liberating reason).

5.2. The amount of damage shall always be determined in accordance with GSC ALS SR, Section 273 par. 1 and 2 of the CC and the CMR Convention.

5.3. If the shipper is liable for the damage, its obligation to compensate for the damage is limited as follows:

- in the case of damage that occurred to the shipment during transport by means of transport or during handling related to transport (e.g. during loading, transshipment, unloading), the amount of damage is limited to 8.33 XDR per 1 kg of the gross weight of the damaged, destroyed or lost goods, but to the maximum amount of 20,000 XDR per damage event;
- in the case of damage caused by delayed delivery of the shipment, the shipper's obligation to compensate for the damage shall be limited to the agreed amount of the shipping fee;
- during storage, the shipper's liability for lost, damaged or destroyed goods is limited to - 3.925 XDR per 1 kg of the gross weight of the damaged, destroyed or lost goods, but to the maximum amount of:
  - 3,925 XDR per damage event (shipment), - 19,625 if the damage caused to the customer (ordering party) consists of the difference between the required and the actual state of the stored stocks;
- in cases of other damage, the shipper's obligation to compensate for the damage is limited to the amount of 20,000 XDR per damage event.

5.4. Lost profit and indirect damage shall not be compensated, with the exception specified in paragraph 5.5. of this Article.

5.5. In the event that the shipper caused the damage intentionally during the the fulfilment of the shipping contract, it is obliged to compensate it in full (without limitation, including lost profit).

5.6. Circumstances excluding the liability of the sender for breach of contractual obligations shall be considered obstacles that meet all the characteristics listed in Section 374 of the CC.

## 6. Special provisions

6.1. The ordering party is not entitled to set off a claim for damage against the shipper's claim for payment of the price of the shipping services, which both parties expressly agree to.

6.2. In the event that there is a suspicion that a crime has been committed, both the ordering party and

the shipper are obliged to cooperate and immediately submit all the necessary information for the quick arrest of the perpetrator.

## 7. Final provisions

This Complaint Procedure becomes valid on the day of its publication on the website [www.kuehne-nagel.sk](http://www.kuehne-nagel.sk).