

Cargo – Claims Processing Procedure

Color Line's liability is regulated by current Terms and Conditions and The Norwegian Maritime Code of 24 June 1994 no. 39, Chapter 13 - Carriage of General Cargo. Here you will find information regarding liability in general, period of liability, liability limits, notice of damage or loss, time bars, etc. For further information please see "Useful documents and links" under: <https://www.colorline-cargo.com/terms-and-conditions>.

Please note that:

- Color Line as carrier can limit or disclaim any liability that may lawfully be excluded under the above rules.
- Claims of any kind against Color Line must not be offset against any freight due to Color Line under these terms.
- Claimants are always expected to mitigate any losses.
- Invoiced claims received without prior notice of claim or processing will not be accepted by Color Line and will be promptly returned

NOTICE OF CLAIM

Written Notice of Claims must be sent without undue delay to Color Line by e-mail to forsikring@colorline.no or by letter to Color Line Marine AS, c/o Claims department, PO Box 2090, N-3202 Sandefjord, Norway, and must include:

- Name of the carrying vessel + route/departure date
- Damage date + Description of event/damages
- Unit registration/chassis no.
- Copy of signed damage/survey/interchange report + any pictures if available

VALID CLAIMS

Valid claims will only be accepted where

- it can be clearly demonstrated that the loss or damage occurred while the cargo unit was in Color Line's custody
- the loss or damage was caused by a fault or neglect by Color Line, its servants or agents
- the claim is supported by documentary evidence, specifically copy of the paid repair invoice and/or documented estimate of the repair/replacement costs

CLAIMS PROCESSING AND SETTLEMENT

Please note that processing time may be longer during National Holidays, vacation/peak seasons and/or if it is necessary to obtain additional information.

As soon as the claim has been processed Color Line will send a written confirmation of the outcome. Where the claim has been accepted Color Line will give information on correct invoice details and references for accepted amount ex vat, for quick and easy settlement.

LAW AND JURISDICTION

All disputes/lawsuits arising out of the contract of carriage will be subject to Norwegian Law and may only be brought against Color Line AS, PO Box, 1422 Vika, N-0115 Oslo, and be determined by exclusive jurisdiction of the Oslo City Court which the parties deem to be the forum adopted for the matter.

INSURANCE

Please note that Color Line has no direct loss insurance coverage on cargo units transported or stored by us. Color Line has however taken out a liability (P&I) insurance cover at [Gard AS](#).

As Color Line's liability is limited and/or can be excluded under current Terms and Conditions, Color Line encourages the customer to take out own transport insurance to cover goods during transport, handling and storage.