

ACCEPTABILITY | BELGIUM/LUXEMBOURG/EXPORT

Acceptability of delivery reservations

In order to be acceptable, a reservation must be quantified, qualified and clear.

Therefore, when you accept a delivery of goods:

- **Check your products as soon as they arrive:**
If the packaging has a visible defect, examine the contents while the driver is still there in order to identify any issues and preserve your right to appeal.
- **In the case of any partial loss or damage noted at the time of delivery, you must immediately send your reservations in writing:**
At your request, the driver will provide you with a form with more space for writing notes than on the electronic device. In order to be acceptable, your reservations must be written, precise and complete. They may be confirmed in writing if necessary.
They must concern the goods, not just their packaging. Otherwise, your reservations must be confirmed and completed through a "justified declaration", within 5 clear days of the delivery at the latest, not including Sundays and public holidays, in the format specified below.

The driver may make a joint statement with you, and append his signature, but is not obliged to do so. He may, if he disagrees, make a contradictory statement to your own.

Delivery with no reservations implies that the delivery complied with its requirements. Therefore if there are no written, precise and clear reservations, it will be up to you to provide proof that the damage observed was caused by the haulier, in the event that you are not foreclosed.
- **In the case of partial loss or damage not noticed at the time of delivery, you must send a "justified declaration" within 3 clear days of the delivery:**
Your justified declaration must be sent to both the haulier and our company, by registered letter with recorded delivery only, within the first 3 clear days (not including Sundays and public holidays) following the delivery of your goods. Any other form of written notice, in particular a simple letter, fax or email, will not constitute a "justified declaration" and, consequently, will not impede your potential foreclosure.

Should there be no reservations upon delivery and no "justified declaration" within the aforementioned deadline, the haulier may not be held liable, as the law deems the action against it for partial loss or damage to be extinguished. In this case, foreclosure will apply.
- **A request for a court-ordered appraisal may constitute a "justified declaration":**
In order to qualify as a «reasoned objection», your request for an independent assessment must be made within 3 days, excluding Sundays and public holidays, of the delivery of the goods. This request is made to or via an assessment or arbitration agency and/or in consultation with insurance companies, whether or not they are involved. After the expert has been appointed and the date of the assessment has been determined, it is your task to invite all possible parties involved to the assessment.

A few examples of unclear and, consequently, ineffective reservations:

- Not describing damage relating to the goods contained in the package: "Open, dented, crushed or damaged package;" "Damaged box;" "Unsellable goods;" "Dents;" "Pallet was broken or had fallen off the lorry".
- Not mentioning that the package is no longer closed: "Missing x parts;" "Subject to unpacking and/or checks;" "Damaged goods".

A few comments:

- Indicate the quantity, reference number and name of the damaged part(s).
- Specify whether the parcel was damaged, open or re-taped and describe as best you can the resulting damage to the goods concerned (e.g. Damaged / crushed parcel and 2 references [xxx] were damaged / broken with the side pushed in, or open package and 2 references [xxx] missing).

Questions ?

Contact us. Monday to Friday: 08:30 / 17:00.

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