

**General Conditions for Removals - NV Gosselin Moving
Based on the BKV 2008 General Conditions
for removals**

DEFINITIONS:

- The Customer: the party giving the order
- The Mover: the party receiving the order and who delivers removals as a professional service
- The Subcontractor: the contracting party who delivers services to the remover (packing, loading, road haulage, carriage by rail, sea or air, customs formalities, storage, and deliveries).
- Working days: all calendar days to the exclusion of Sundays and legal holidays. If a period expressed in working days, ends on a Saturday, the period is extended to include the next forthcoming working day.

Article 1 - Price – weight – force majeure – performance – cancellation – taxes

1.1. The volume of the goods and the duration of the order as set out in the removal contract serves as the basis of the removal price. Unless expressly provided otherwise this price is not agreed as a lump sum, and the rate of the enterprise is applicable. The price for any special instructions that may be agreed in accordance with Article 4 of these conditions is stated in the removal contract (the Order Form).

1.2. The established prices are determined in function of the services delivered each day as defined by law and/or by collective labour agreement. Except in the event of fault on the part of the remover, all overtime is calculated on the basis of the rate applied by the enterprise. Unless the enterprise applies other arrangements overtime in the removal sector is defined as follows:
- in the 5 day system: Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday after the 7th hour,
- in the 6 day system: Monday, Tuesday, Wednesday, Thursday and Friday after the 7th hour; Saturday after the 3rd hour.
The applicable overtime arrangement must be specified in the offer.

1.3. The performance of the contract starts with the preparation of the equipment in the depot of the remover. The remover is only required to furnish the equipment necessary to the performance of the contract. Remover retains the right in all circumstances to use the means of transport and handling that he deems to be the most practical and cheapest, insofar the essential elements of the service to be delivered are not affected.

1.4. The party who (prior to the agreed day of performance) declines the performance of the contract, shall be automatically and without formal notice liable for compensation equal to 25% of the amount of the contract price, after the deduction of the costs for all distances to be travelled by road and/or the costs of transport by rail and/or the freight costs of carriage by sea or by air, but at the very least with a minimum of two working hours. Should party decline the performance of the contract less than 24 hours prior to the date on which the performance was planned, the compensation shall cover the entire loss. This shall in no case be lower than the contract price.

1.5. The transport of removal goods and/or furniture to a place of storage is subject to these conditions. Provisions specific to the storage of removal goods and/or furniture are set out in the General Conditions of Storage of the Belgian Chamber of Removers, which constitute a part of the offer and the storage contract and these conditions appear on the reverse of same.

1.6. The removal price includes the value added tax (VAT) and all other taxes and costs of services that the customer is additionally required to pay.

Article 2 – International removals

Apart from the provisions discussed in the other articles of the General Conditions of Belgian Removers, Art. 2 refers solely to a removal to or from Belgium, or between two member states of the European Union or between an EU country and a third country.

2.1. Price – weight

2.1.1. The removal price, including any lump sum price, is calculated on the basis of the rates of the subcontractors. Regardless of the exchange rate at the time of the formation of the contract, it is the rate applied by the subcontractors upon the performance of the contract that is the sole applicable rate. Should the remover make use of a subcontractor or subcontractors, the customer will be informed of same. Price revisions may occur in consequence of rate revisions by a subcontractor or subcontractors in accordance with the procedures communicated upon the signing of this contract, independently of the will of the remover or the mere will of the subcontractor, on the basis of the elements summarized in the special conditions (e.g. fuel costs, legally binding central labour agreements, rail freight rates, etc.). The reasons for the price revision must be communicated to the customer when the remover learns of its. This applies both to increases and reductions in price.

2.1.2. The weight of the goods that are carried by rail or by sea, containers or shipping boxes, is set at a maximum of 125 kg per m³. All excess weight will be charged for separately per unit of 125 kg or a fraction of same. The weight of goods carried by road is set at 100 kg per m³. All excess weight will be charged for separately per unit of 100 kg or a fraction of same. Air transport applies a weight to volume ratio for the calculation of the freight costs. The minimum charged weight is determined by the quotients obtained after the division of the real volume by 6 dm³. Should the real weight be greater, then this latter shall serve as the basis of calculation.

2.2. Taxes – Customs – Information

The taxes associated with international removals are separately billed to the customer. Should it not be reasonably possible to know these at the time of the formation of the contract they will be billed to the customer subsequently.

2.2.1. The customer is required to hand over or deliver all documents necessary for the shipment, reception and customs formalities of the goods to the remover. If necessary the customer shall present himself in person to the customs authorities upon the first request. The customs formalities are always carried out on the basis of the information and the documents supplied by the customer. Unless provided otherwise the remover or his agent completes the customs formalities on behalf of and at the expense of the customer.

2.2.2. The customer bears full responsibility for the information provided by him, both in respect of the administration, and in respect of the remover or any other third party. He and he alone shall bear all the consequences that may arise from fraudulent, incomplete, late, or accidentally mistaken information and/or documents. He shall compensate the remover for all costs incurred in consequence of same.

Article 3 – Excluded Objects

3.1 The customer is prohibited from offering the following objects for removal to the remover:

- a) drugs, weapons,
- b) objects in gold, precious metals, paper money, old coins, securities, certificates of entitlement, postage stamp collections
- c) fur, living animals, plants
- d) liquids constituting a generally known risk of fire, explosion or damage to other goods such as phosphorous, petrol (gasoline), coal, matches, dyes, accumulators, acids, or caustic substances.

3.2 All risks, loss or harm arising from a failure to comply with this provision shall in all cases be borne by the customer.

Article 4 – Special Instructions

The remover may, at the request of the customer, carry out certain works associated with the removal such as the removal and placing of carpets, curtains, mirrors, pictures and lighting fixtures, the collection and lowering of furniture through windows, transport of pianos, strongboxes and other equipment, and the packing and unpacking of wine. The special instructions to be performed and their price are set out in the removal contract. In such cases the remover enters into a contract to make means available and no more.

Article 5 - Packing

All packing materials that are not returned by the customer upon the completion of the removal, automatically and without formal notification give a right to compensation by reason of loss of use and the costs of recovery on the basis of the rates charged by the enterprise.

Article 6 – Packing up and Unpacking - Invoicing

Unless provided otherwise the packing work carried out the day before the removal is charged separately. The same applies to the unpacking work carried out once the removal has been completed.

Article 7 – Personal Objects

Personal objects and underwear must be packed by the customer without any intervention by the remover. All risks, loss or damage arising from a failure to abide by this provision shall in all cases be borne by the customer.

Article 8 – Special obligations of the customer and inventory

8.1. The removal prices are calculated on the basis of the information furnished by the customer. The customer is consequently required to accurately furnish all necessary or useful information to the remover upon the latter's request, so that the remover can form an accurate idea of the circumstances in which the contract must be performed (packing, loading, transport, unloading, etc.). In particular the customer must draw the attention of the remover to the nature of the goods, including pointing out valuable or heavy items, or objects that require special handling (such as antiques and art objects) without this summary being in any way exhaustive. He must honestly indicate all factors that may have an influence on normal working or which could increase the degree of difficulty. In this way he must accurately indicate the location and arrangement of the buildings. He must indicate whether there is an easy entrance for the removal van, whether there are any embankments that must be surmounted, or whether unmade roads, ditches, or other obstacles must be negotiated, whether the stairs are sufficiently wide, whether there is a lift and whether such may be used by the removers, and similar. All consequences and additional costs arising from a failure to provide a full disclosure, negligence or mistakes in this respect by the customer or his agent shall be borne by the customer.

8.2. The customer or his agent must be present for the entire duration of the works: packing up, loading, unloading, including the time used for refreshment and/or rest. The customer or his agent must personally ensure that nothing has been left behind in the home that he is leaving. He alone bears the consequences of a failure to comply with these provisions.

8.3. Should the customer wish to cause an inventory of the goods to be moved to be drawn up in the presence of both parties he must expressly instruct remover to this effect. The latter will designate a special employee for this purpose. The costs of the preparation of the inventory are borne by customer and will be communicated to him in advance. No other inventory supplied to the remover will engage the liability of remover in any way whatsoever.

8.4. The customer or his agent must take all necessary precautions to ensure that the vehicles of the remover can be unloaded immediately upon arrival. All consequences and additional costs arising from a failure to take such precautions shall be borne by the customer.

8.5. Customer shall bear the costs for the necessary reservation of parking space for the removal vans and lifting equipment, should this be required by local regulations. Should the remover offer his services for this purpose, the costs of same will be borne by the customer.

8.6. Every delay caused by or due to the customer or his agent gives rise to the payment of compensation by the customer to the remover when in consequence of the immobilization of equipment and personnel the contractually agreed removal price no longer covers the hours worked.

Article 9 – Special lien and right of retention

9.1. The customer grants the remover (1) a contractual right of retention on all the goods that he entrusts to the remover by reason of the removal order and (2) all those rights provided for in the Law of 5 May 1872 on the Commercial Pledge.

The remover may exercise its right of retention and lien on these goods as security for all claims that remover may have on the customer even if these claims have another cause than the removal order given by customer.

9.2. In any case the customer gives his expression permission to remover to withdraw his equipment after two days of immobility, and to put the transported goods in a place of storage or a warehouse. Where this takes place at the expense, risk and danger of the customer, whereby the costs of subsequent delivery are included. The duration of the storage in a place of storage or warehouse last more than a month, and should the customer fails to take the necessary measures within eight days of the transmission of a registered letter by the remover, the customer expressly authorizes the remover to sell the goods in the name and for the account of the remover.

9.3. In the event of a failure to comply with the conditions of payment set out Art. 12, in consequence of which the remover is required to invoke his lien and/or right of retention, the customer shall be liable for all additional costs, such as the costs of storage, custody, and standing fees.

Article 10 – Liability of the remover

10.1. With the exception of force majeure, circumstances beyond the control of remover and in those cases set out in Article **10.5.** the remover is liable for loss and damage to the objects that are the subject of the removal as well as for their late delivery.

The term “late delivery” is understood as meaning:

- for removals within Belgium: a delivery that is at least 6 hours later than the agreed time of delivery, not including the journey, and which is caused exclusively by the remover, to the exclusion of delays caused by third parties.
- for a removal to a foreign country: a delivery that is at least 24 hours later than the agreed time of delivery, not including the journey, and which is caused exclusively by the remover, to the exclusion of delays caused by third parties.

10.2. Except in the event of force majeure, circumstances beyond the control of parties and the cases set out below in Article **10.5.** the remover is liable for his subcontractors, for loss and damage caused to objects that form part of the removal and for late delivery as defined in Article **10.1.** caused by his subcontractors.

10.3 Claims

10.3.1. Acceptance of the objects that form part of the removal by the customer in the absence of any written notice of default or protest at the time of the delivery, or should it be a matter of non-visible damage or loss within the 2 (two) days following the delivery, is held to be proof that the objects were delivered in the same condition as at the time of their reception by the remover.

10.3.2. Notwithstanding the applicable rules of mandatory law regarding the extinction of claims by action of time, all claims in respect of the remover are extinguished one year after the determination of the damage and/or shortcoming, in the event of dispute in respect of same one year after the invoice date.

10.4. In all cases the burden of proving the liability of the remover rests with the customer. Every complaint in respect of the remover by client must on pain of expiry be the subject of a remark formulated by customer on the document submitted to him at the time of delivery. The complaint made in confirmation of said remarks shall be sent by customer to the remover in a posted registered letter at the very latest within two working days following the delivery.

10.5. The remover is in all cases relieved of all possible liability in respect of the transport and handling of furniture, equipment and objects that have been packed and/or unpacked by intervening parties other than the remover or his subcontractors, and of all damage and losses arising during the removal attributable to the customer, a family member, his agent or a third party, including all damage to buildings caused by such persons.

10.6. The remover is in particular not liable for the direct or indirect consequences of war, revolution, civil and political unrest, riot, strike, epidemic, quarantine, lightning stroke, fire, flood, snow, ice, storms, the closure of thaw barriers, the use of short cuts, waits in stations, airports, or customs, etc. when such circumstances are insuperable and make the satisfactory course of the removal impossible.

10.7. The remover acts as a responsible professional in the removals sector and takes all those measures which, depending on the circumstances, are in the best interests of his customer. All reasonable costs arising from aforementioned events that the remover has had to incur shall be borne by the customer.

10.8. In the event of the loss or damage to the objects that are the subject of the removal by reason of the error of the remover his liability is limited to a sum of EUR 125 per cubic metre of the lost or damaged objects, subject to the deduction of an excess payable by the customer of EUR 250 for each removal order.

10.9. In the event of late delivery the liability of the remover is limited to no more than 20% of the price of the removal. Should there be a delay in delivery, compensation is only payable if the customer can show that he has sustained a loss in consequence of same and that a complaint has been made by means of a registered letter to the remover sent within two days of the delivery of the removed objects to the destinee, not including the day of delivery.

10.10. The customer may in no case invoke losses, damage or any delays for the suspension whether partially or in whole of the payments to the remover for which he is liable.

Article 11 – “All Risk” insurance

11.1. The customer may request the insurer to cause the goods that are the subject of the removal to be insured for “all risks”, namely theft, damage, loss, fire, etc., in accordance with the general conditions of insurance in the framework of a floating policy that the remover has arranged. The insurance value of the objects that are the subject of the removal is understood to mean “in total value” - where relevant subject to the application of the proportionality rule - which must correspond to the replacement value of the entirety of the goods to be removed and in the current condition in which they are to be found.

11.2. The customer is free to select his own insurer. In that case he undertakes to enter into an insurance policy with no excess, whereby the risks covered and the insured value correspond to that which is set out above. The customer undertakes to obtain a “waiver of recourse” from the insurer in favour of the remover. Should the customer fail to furnish proof of this, the remover may refuse to perform the removal and demand compensation from the customer as provided for in Article 1.4.

11.3. Should the customer not give any express instructions to the remover to arrange insurance, the remover is entitled to assume that the customer has insured the goods himself in accordance with the obligations set out in Art.11.2.

Article 12. Conditions of payment for removals within Belgium

12.1. The invoices of remover are held to be accepted unless written protest is received within eight days of the invoice date.

12.2. All invoices must be paid within fourteen (14) days of the invoice date unless expressly agreed otherwise and without any discount or charge in respect of the remover.

12.3. In the event of non-payment within aforesaid payment period, contractually agreed interest for late payment will be payable automatically and without any formal notice of default of 10% counting from the invoice date as well as an automatic and irreducible penalty by reason of administrative costs of 10% of the amount of the invoice – with a minimum of EUR 150 – as well as all judicial costs and the costs of legal counsel (fees and lawyer’s costs) incurred by the remover.

12.4. In the event of the non-payment of the invoice on the due date, all sums still outstanding shall become immediately payable.

Article 13. Conditions of Payment for removals to a foreign country

13.1 The monies payable to the remover for any reason whatsoever are payable in cash. The customer must pay the removal price in full to the remover at the very latest three days prior to the departure of the goods from Belgium.

13.2. The remover reserves the right in respect of those goods for which the price has not yet been paid to suspend the delivery of the goods **until such time the customer complies with his obligation to pay**. Any additional costs (standing, storage, and custodial costs) are payable by customer and must be settled together with the outstanding removal price **before the goods subject of the removal shall be delivered**.

13.3. In the event of non-payment within aforesaid payment period contractually agreed interest for late payment will be payable automatically and without any formal notice of default of 10% counting from the invoice date as well as an automatic and irreducible penalty by reason of administrative costs of 10% of the amount of the invoice – with a minimum of EUR 150 – as well as all judicial costs and the costs of legal counsel (fees and lawyer's costs) incurred by the remover.

Article 14 Invalidation

Any invalidity of one of the provisions of these conditions shall never give rise to the invalidity of the remaining provisions, and these shall continue to have undiminished effect.

Article 15 – Disputes and Forum

15.1. Only Belgian law is applicable to all contracts between the remover and customer.

15.2. Only the Courts of the Judicial District of Antwerp are authorized to hear any disputes between remover and customer.

Nonetheless the remover reserves the right to summons customer before the courts of his place of domicile in the event the customer should have his domicile outside Belgium.