

GOSSELIN MOBILITY RUSSIA - GENERAL TERMS AND CONDITIONS FOR REMOVALS

DEFINITIONS:

- **The Customer:** the party ordering the removal.
- **The Consumer:** the principal, any private individual who acts with a purpose that is outside his/her trade, business, profession or professional activity, and who is considered a Consumer in accordance with the applicable Russian legislation;
- **The Remover:** the party receiving the order and who delivers removals as a professional service.
- **The Order for Service Form:** the removal contract, the enumeration of all agreements reached within the framework of the removal (including special orders) between the Remover and the Customer.
- **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 Saturdays, 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 serve 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 6 of these conditions is stated in the removal contract (the Order For Service 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 all overtime in the removal sector is defined as follows:

- Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday after the 7th hour;

1.3 The performance of the contract commences with the preparation of the equipment in the depot of the Remover. The Remover is only required to supply the equipment necessary to the performance of the contract. The Remover retains the right in all circumstances to use those means of transport and handling that he deems most practical and cheap, 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 automatically and without formal notice be liable for compensation equal to all damages, losses and costs (everything included and nothing excluded) the co-contracting party has incurred, though with a minimum of:

- 25% of the amount of the contract price, in case performance is declined more than one (1) week prior to the agreed date of performance,
- 50% of the amount of the contract price, in case performance is declined less than seven (7) days but more than three (3) days prior to the agreed date of performance,
- 75% of the amount of the contract price, in case performance is declined less than three (3) days but more than one day (1) prior to the agreed date of performance,
- 100% of the amount of the contract price, in case performance is declined less than 24 hours prior to the agreed date of performance.

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 GOSSELIN MOBILITY RUSSIA - General Terms and Conditions for Safekeeping/Furniture Storage, which constitute part of the offer and the storage contract, where these conditions are comprised.

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

ARTICLE 2 – THE OFFER/QUOTATION

Any offer or tender issued by the Remover, in whatever form, is free of any obligations and is not binding upon the Remover as long as no explicit and signed agreement from the Customer has been received.

ARTICLE 3 – SUBCONTRACTING

The Remover is free to partially or entirely subcontract the agreement to third parties – Subcontractors, unless this possibility is explicitly ruled out by the Customer in writing at commencement.

ARTICLE 4 – INTERNATIONAL REMOVALS

In addition to the provisions set out in the other articles of these General Removal Conditions this article refers solely to a removal to or from Russia, or between two Member States of the European Union, or between an EU country and a third country.

4.1 PRICE – WEIGHT

4.1.1 The removal price, including a lump sum price for the removal, 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. 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 listed in these terms and 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 as soon as they are known to the Remover. This applies to increases as well as to reductions in price.

4.1.2 The weight of the goods which can be transported by rail, inland waters or over sea in containers or sea containers is determined at a maximum of 100 kg per m³. All excess weight shall be invoiced separately per unit of 100 kg or a fraction thereof. The weight of goods carried by road is set at a maximum of 100 kg per m³. All excess weight shall be charged for separately per unit of 100 kg or a fraction thereof.

For goods which are transported by air freight, a different freight cost rate calculation applies. The freight costs are influenced by the amount of space that the consignment takes up, i.e. the dimensional weight, in which 1 kg of freight may contain a maximum of 6.000 cm³. If the real weight is greater, then it serves as the calculation basis for the rate.

4.2 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.

4.2.1 The Customer is required to hand over or deliver to the Remover all documents necessary for the shipment, receipt and customs formalities of the goods. 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 the Customer and at his expense.

4.2.2 The Customer bears full responsibility for the information he provided, 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 5 – OBJECTS EXCLUDED FROM REMOVAL

5.1 The Customer is prohibited from presenting the following objects to the Remover for removal:

- a) narcotics, weapons;
- b) goods which are subject to permission;
- c) objects made of gold, precious metals, paper currency, old coins, securities, certificates of entitlement, postage stamp collections;
- d) fur, living animals, plants;
- e) liquids presenting a generally known risk of fire, explosion or damage to other goods such as phosphorous, petrol (gasoline), coal, matches, dyes, batteries, acids, or caustic substances;
- f) in general, any substances or liquids likely to cause damage to the equipment or to the goods being shipped;
- g) property/effects that are explicitly forbidden in the country of destination.

5.2 All risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer. The Customer will compensate the Remover and indemnify it from any amount that is claimed from the Remover by third parties due to the disregard of this stipulation.

ARTICLE 6 – 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. 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 resources available and to perform his best efforts but without guaranteeing any result.

ARTICLE 7 – PACKING

Any rented packaging that is not returned by the Customer after the completion of the removal shall, by operation of law and without notice of default, constitute a right to compensation based on the company's tariff. Any rented packaging that is damaged by the Customer in such a way that it can no longer be used, shall, by operation of law and without notice of default, constitute a right to compensation due to loss of use, and a right to compensation of the costs of the retrieval, based on the Commercial Remover's tariff.

Upon the Customers request, the Remover may remove the packaging emptied on the last day of the removal.

ARTICLE 8 – PACKING 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 9 – PERSONAL OBJECTS

Personal objects and underwear must be packed by the Customer without any intervention by the Remover. Any risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer.

ARTICLE 10 – SPECIAL OBLIGATIONS OF THE CUSTOMER AND INVENTORY

10.1 The removal prices are calculated on the basis of the information provided by the Customer. The Customer is consequently required to accurately provide all necessary or useful information to the Remover upon the latter's request, allowing the Remover to 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/She/It must in sincerity indicate all factors that may have an influence on the normal workload or which could increase the degree of difficulty. In this context, the Customer must accurately indicate the location and lay-out/arrangement of the buildings. He/She/It must indicate whether there is an easy access for the removal vehicle and access to the residence, whether there are any embankments that must be surmounted, or whether there are unpaved roads, ditches, or other obstacles that must be traversed, whether the stairs are sufficiently wide, whether there is a lift and whether such may be used by the Removers, etc... All consequences and additional costs arising from a failure to provide a full disclosure, negligence or errors in this respect by the Customer or his/her/its representative shall be borne by the Customer.

10.2 The Customer or his/her/its representative must be present for the entire duration of the works: packing, loading, unloading, including the time used for refreshment and/or rest. If the Customer, his agent or representative nevertheless leaves the residence during the duration of the works, the Remover shall in no event be liable for any claim that allegedly occurred during this absence or that is a result of the absence of the Customer, his/her/its agent or representative.

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.

10.3 Should the Customer wish to draw up a contradictory inventory of the goods to be moved, 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. Any other inventory supplied to the Remover will engage the liability of Remover in any way whatsoever.

10.4 The Customer or his agent must take all necessary measures to ensure that the Remover's vehicles can be unloaded immediately upon arrival.

Any consequences and additional costs arising from a failure to take such measures shall be borne by the Customer.

10.5 Customer shall bear the costs for the necessary reservation of parking space for the removal vehicles and lifting equipment, should this be required by local police regulations. Should the Remover offer its services for this purpose, the costs of same will be borne by the Customer.

10.6 Any delay caused by or due to the Customer or his/her/its representative gives rise to payment of compensation by the Customer to the Remover if, as a consequence of the immobilisation of equipment and personnel, the contractually agreed removal price no longer covers the hours worked. In this event the compensation is equal to the difference between the contracted price and the actual price (taking into account, among other things, the actual worked hours), plus any damages, losses and costs (everything included and nothing excluded) that the Remover suffered by the delay.

In the event the Customer is a Consumer, the compensation by the Consumer to the Remover, is in conformity with the previous section limited to 20% of the removal price.

ARTICLE 11 – SPECIAL RIGHT OF RETENTION

11.1 The Customer grants the Remover a contractual right of retention on all the goods that he entrusts to the Remover by reason of the removal order.

The Remover may exercise its right of retention on these goods as a guarantee of all claims it might have and shall have even if these claims have an origin other than the removal order that was issued. In such case the Customer also has to compensate expenses connected with retention.

11.2 In any case the Customer gives his explicit permission to the Remover to withdraw his equipment after two days of immobility, and to put the transported goods in a place of storage or a warehouse. This takes place at the expense, risk and danger of the Customer, whereby the costs of subsequent delivery are included. If the duration of the storage in a place of storage or warehouse lasts more than one (1) month, and the Customer still fails to take the necessary measures within eight (8) days of the transmission of a registered letter by the Remover, the Customer explicitly authorises the Remover to sell the goods in the name and for the account of the Customer.

11.3 In the event of a failure to comply with the conditions of payment set out in Art. 14 and/or 15, in consequence of which the Remover is required to invoke his right of retention, the Customer shall be liable for all additional costs, such as the costs relating to storage, custody, and demurrage.

ARTICLE 12 – LIABILITY OF THE REMOVER

12.1 Except in the event of force majeure, circumstances beyond the control of Remover and in the situations set out in Art. 12.5 the Remover is liable for losses and damage affecting the objects that are the subject of the removal as well as for damages resulting from delay, that are exclusively caused by the Remover, but not for delays caused by third parties and/or resulting from force majeure (such as but not limited to traffic jam, breakdowns etc).

The term “delay” is understood to mean:

- for removals within Russia:
a delivery that is at least 6 hours later than the agreed time of delivery, not including the time required for the journey.
- 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 time required for the journey.

12.2. Except in the event of force majeure, circumstances beyond the control of parties and the situations set out below in Article 12.5 the Remover is liable for its Subcontractors, for losses and damage caused to objects that are part of the removal and for late delivery as defined in Art. 12.1 caused by its Subcontractors.

12.3 Claims

12.3.1 Acceptance by the Customer of the goods that are part of the removal without any written notice of default or protest at the latest at the time of delivery, in case of non-visible damage or losses within the two (2) days following the delivery, not including the day of delivery, shall be considered proof that the goods were delivered in the same condition as at the time of their reception by the Remover.

12.3.2 Without prejudice to the applicable rules of mandatory law regarding the expiration of claims (by action of time), any claims in respect of the Remover shall expire one (1) year after the moment of determination of the damage and/or shortages, in the event of dispute in this regard one (1) year after the invoice date.

12.4 In all cases the burden of proving the liability of the Remover rests with the Customer. Every complaint in respect of the Remover by the Customer must, on pain of expiry, be the subject of a reservation formulated by the 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 registered letter at the very latest within two (2) working days following the delivery, not including the day of delivery.

12.5 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 its Subcontractors, and of all damage and losses arising during the removal that are attributable to the Customer, a family member, his/her/its representative or a third party, including all damage to buildings caused by such persons.

12.6 The Remover is in particular not liable for the direct or indirect consequences of war, terrorist attacks, 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 proper execution of the removal impossible.

12.7 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.

12.8 In the event of loss or damage to the objects that are the subject of the removal due to the error of the Remover, its liability is limited to the extent permitted by the law to a sum of € 125 per cubic meter of the lost or damaged objects, subject to a deduction of an excess payable by the Customer of € 250 for each removal order.

12.9 In the event of late delivery the liability of the Remover is limited to no more than 20% of the removal price. Should there be a delay in delivery, compensation is only payable if the Customer can show that he has suffered a loss as a result and that a complaint has been submitted by means of a registered letter to the Remover sent within two (2) days, not including the day of delivery, of the delivery of the removed goods to the destinee.

12.10 In the event the Customer is a Consumer, and in the event the liability of the Remover is determined in conformity with Art. 12.1 or 12.2 and the Customer proves that damages occurred as a consequence hereof, the compensation as described in Art. 12.8 and/or Art. 12.9 is payable within fourteen (14) days after written notice, failing which a conventional compensating interest of 10% is due, counting from the date of the written notice, as well as a flat and irreducible compensation equal to 10% of the principal amount of the substantiated damage - with a minimum of € 150.

12.11 The Customer may not in any case suspend, in whole or in part, payment of the amounts owed to the Remover on account of any claim, of any alleged loss, damage or delay.

ARTICLE 13 – “ALL RISK” INSURANCE

13.1 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 subscribed with his insurer. 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.

13.2 The Customer is free to select his own insurer. In that case he undertakes to enter into an insurance policy without any 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 his insurer in favour of the Remover. Should the Customer fail to provide proof of such insurance, the Remover may refuse to perform the removal.

13.3 Should the Customer not give any express instructions (in writing) 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. 13.2.

ARTICLE 14 – TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS WITHIN RUSSIA

14.1 The invoices of Remover are considered to be accepted unless written protest is received within eight (8) days of the invoice date.

14.2 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.

14.3 In the event of non-payment within aforesaid payment period or the agreed period the Remover is entitled to charge the Customer a penalty of 0.03% of the unpaid sum during the amounts for each working banking day of delay, but not more than 10% of the outstanding amount.

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

ARTICLE 15 – TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS TO A FOREIGN COUNTRY

15.1 The Customer must pay the removal price in full to the Remover at the very latest three (3) days prior to the departure of the goods from Russia, unless expressly agreed otherwise.

15.2 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/her/its obligation to pay. Any additional costs (demurrage, 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.

15.3 In the event of non-payment within aforesaid payment period or the agreed the Remover is entitled to charge the Customer a penalty of 0.03% of the unpaid sum during the amounts for each working banking day of delay, but not more than 10% of the outstanding amount.

Article 16 - Invalidity

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 17 - TRANSLATION OF THE GENERAL TERMS AND CONDITIONS FOR REMOVALS

The GOSSELIN MOBILITY RUSSIA - General Terms and Conditions for Removals were originally drawn up in the English language. In the event of any dispute arisen out of and in any way connected with any misunderstanding of the translation into Russian with regard to the execution, content and meaning, scope and interpretation, preference shall be assigned for the English text, and the explanation and interpretation of the English text shall prevail over any translation whatsoever.

ARTICLE 18 – DISPUTES, APPLICABLE LAW AND JURISDICTION

18.1 Russian Law is exclusively applicable to any and all contracts and agreements between the Remover and the Customer.

18.2 The Parties undertake to resolve all conflicts, disagreements and legal disputes arising from this agreement or in connection with it through negotiations, preliminary dispute settlement procedure is mandatory. The court of the place of residence of the Remover shall have exclusive jurisdiction to hear all possible disputes between the Remover and the Customer without prejudice to the right of the Parties to submit any dispute arising between them to the Court in accordance with the rules on exclusive place of jurisdiction as provided under the applicable law.