

**GOSELIN MOBILITY – GENERAL TERMS AND CONDITIONS FOR REMOVALS**  
**BASED ON THE GENERAL TERMS AND CONDITIONS FOR REMOVALS – B.K.V. 2008**

**DEFINITIONS**

- **Customer:** the party requesting the removal.
- **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 Belgian Code of Economic Law (*Wetboek Economisch Recht (WER)*), Book I, Title 1, article I.1 2°;
- **Remover:** the party receiving the request for the removal who performs removals professionally.
- **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.
- **Subcontractor:** the contracting party who provides 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 public holidays. If a period expressed in Working days ends on a Saturday, it is extended to include the next Working day.

**ARTICLE 1 - PRICE - WEIGHT - FORCE MAJEURE - PERFORMANCE - CANCELLATION - TAXES**

**1.1** The volume of goods and the duration of the order as set out in the Order for Service form serve as the basis for establishing the removal price. Unless expressly provided for otherwise, this price is not determined as a lump sum and the fee structure of the company applies. The price for any special orders that may be agreed upon in accordance with Article 6 of these terms and conditions is stated in the Order for Service form.

**1.2** Prices are calculated based on the services provided per day as defined by law and/or the applicable collective labour agreement. Except in the case of error on the part of the Remover, all overtime is calculated on the basis of the fee structure applied by the company. Unless the company applies other rules, all overtime in the removal sector is defined as follows:

- for the 5-day system: Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday: after the 7th hour;
- for the 6-day system: Monday, Tuesday, Wednesday, Thursday and Friday after the 7th hour; Saturday after the 3rd hour.

**1.3** Performance of the contract commences with the preparation of equipment in the Remover's warehouse. The Remover is only required to supply the equipment necessary for the performance of the contract. In all circumstances the Remover reserves the right to use those means of transport and handling it deems most practical and economical, provided the essential elements of the service to be provided are not affected.

**1.4** A party which (prior to the agreed day of performance) renounces the contract shall, automatically and without formal notice, be liable for compensation equal to all damage, losses and costs (including everything and excluding nothing) the co-contracting party has incurred, though with a minimum of:

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

**1.5** Transport of removed goods and/or furniture to a storage location is subject to these terms and conditions. Provisions specific to the storage of removed goods and/or furniture are set out in the GOSELIN MOBILITY – General Conditions for Safekeeping Household Goods and Furniture Storage based on the General Conditions for Safekeeping/Furniture storage of the Belgian Removers Association - B.K.V. 2002 - which constitute part of the offer/quotation and the storage contract referred to in these terms and conditions.

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

**ARTICLE 2 - THE OFFER/QUOTATION**

Any offer/quotation 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 Belgium, 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, is calculated on the basis of the rates applied by the Subcontractors. Regardless of the exchange rate at the time the contract is signed, it is the rate that shall be applied when executing the contract with the Subcontractors and, moreover, the sole applicable rate. Price revisions may occur pursuant to rate revisions by a Subcontractor or Subcontractors in accordance with the procedures set out when the contract was signed, 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 collective 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 price increases as well as reductions.

**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 m<sup>3</sup>. 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 m<sup>3</sup>. 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 cm<sup>3</sup>. If the real weight is greater, then it serves as the calculation basis for the rate.

### **4.2 TAXES - CUSTOMS - INFORMATION**

Taxes associated with international removals are invoiced separately to the Customer. Should it not be reasonably possible to know these amounts at the time the contract is signed, they shall be invoiced to the Customer afterwards.

**4.2.1** The Customer is required to hand over or send to the Remover all the duly completed documents necessary for the shipping and receiving of the goods and the related customs formalities. If necessary, the Customer shall go in person to the customs authorities upon first request. Customs formalities are always carried out on the basis of the information and documents supplied by the Customer. Unless provided for otherwise, the Remover or its representative completes the customs formalities on behalf of the Customer at his/her/its expense.

**4.2.2** The Customer bears full responsibility for the information he/she/it provides, both in respect of the authorities and in respect of the Remover or any third party. The Customer alone shall bear all the consequences that may arise from information and/or documents that are fraudulent, incomplete, late, or incorrect due to an error on his/her/its part. Moreover, the Customer shall compensate the Remover for all costs incurred as a consequence.

## **ARTICLE 5 – OBJECTS EXCLUDED FROM REMOVAL**

**5.1** Unless expressly agreed otherwise and in writing, 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 / OPTIONAL REQUESTS**

The Remover may, at the request of the Customer, carry out certain works associated with the removal such as taking away and placing carpets, curtains, mirrors, paintings and lighting fixtures, collecting and lowering furniture through windows, transporting pianos, safes and other equipment, and packing and unpacking wine. Special requests and the

associated price are set out in the Order for Service. In such cases the Remover undertakes to make resources available, but without guaranteeing any result.

#### **ARTICLE 7 - PACKING**

All packing materials that are not returned by the Customer upon the completion of the removal shall, automatically and without formal notification, give right to compensation for loss of use and for the associated costs of recovery, as calculated on the basis of the company's fee structure.

#### **ARTICLE 8 - PACKING AND UNPACKING - INVOICING**

Unless provided for otherwise, packing work carried out before the day of the removal is invoiced separately. The same applies to 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 risk, 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** Removal prices are calculated on the basis of the information provided by the Customer. As a result, the Customer is required to accurately provide all necessary or useful information to the Remover at the latter's request, thereby allowing the Remover to have an accurate idea of the circumstances under which the contract must be executed (packing, loading, shipping, unloading, etc.). In particular, the Customer must draw the attention of the Remover to the nature of the goods, for example as regards valuable or heavy items, or objects requiring special handling (such as antiques and art objects), without this list being exhaustive. He/she/it must in all 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 layout of the buildings. He/she/it must indicate whether there is easy access for the removal vehicle, whether there are any embankments, 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 it may be used by the Removers, etc. Any consequences and additional costs arising from a failure to provide information, or negligence or errors in this respect, whether 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 eating and/or resting. If the Customer, his/her/its agent or representative nevertheless leaves the residence during the duration of the works, the Remover shall in no case 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, his/her/its agent or representative must personally ensure that nothing has been left behind in the home being vacated. He/she/it alone shall bear the consequences of a failure to comply with these provisions.

**10.3.** Should the Customer wish to draw up an inventory of the goods to be moved in the presence of both parties, he/she/it must expressly instruct the Remover to that effect. The latter shall then designate a special employee for this purpose. The costs of preparing the inventory shall be borne by Customer and shall be communicated to him/her/it in advance. Any other inventory supplied to the Remover shall not engage its liability in any way whatsoever.

**10.4** The Customer or his/her/its representative 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** The Customer shall bear the costs for the 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, then the related costs shall be borne by the Customer.

**10.6** Any delay caused by or due to the Customer or his/her/its representative shall give 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 such case the compensation shall be equal to the difference between the agreed removal price and the actual removal price (taking into account, among other things, the hours actually worked), plus any damage, losses and costs (including everything and excluding nothing) incurred by the Remover due to the delay.

In the event the Customer is a Consumer, the compensation payable by the Customer to the Remover shall, in accordance with the previous paragraph, be limited to 20% of the removal price.

## **ARTICLE 11 - SPECIAL LIEN AND RIGHT OF RETENTION**

**11.1** The Customer grants the Remover (1) a contractual right of retention on all the goods that he/she/it entrusts to the Remover pursuant to the removal orders and (2) all the rights provided for under the Law of 5 May 1872 on Commercial Pledges.

The Remover may exercise its right of retention and lien on these goods as a guarantee for all claims it has and shall have on the Customer, even if such claims have an origin other than the removal order that was issued.

**11.2** In any event, the Customer grants explicit permission to the Remover to withdraw its equipment after two (2) days of immobility and to place the transported goods in a storage location or warehouse. This shall take place at the sole expense and risk of the Customer, including as regards costs for subsequent delivery. If the duration of storage in a storage location or warehouse lasts longer than one (1) month, and the Customer continues to fail to take the necessary measures within eight (8) days of the dispatch of a registered letter by the Remover, the Customer shall explicitly authorise 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 terms and conditions of payment set out in Article **14** and/or **15**, in consequence of which the Remover is required to invoke its lien and/or right of retention, the Customer shall be liable for all additional costs such as 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 the Remover and the situations set out in Article **12.5**, the Remover is liable for losses and damage affecting the objects that are the subject of the removal, as well as for damage resulting from delays 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 jams, breakdowns etc.).

The term "delay" is understood to mean:

- For removals within Belgium:  
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 the parties and the situations set out 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 Article **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 or protest at the latest at the time of delivery or, in case of non-visible damage or losses, within two (2) days following delivery, not including the day of delivery, shall be considered an acknowledgement that the objects were delivered in the same condition as when they were received by the Remover.

**12.3.2** Without prejudice to the applicable rules of mandatory law regarding periods of limitation, any claims in respect of the Remover shall expire one (1) year after the damage and/or shortcomings were/was identified, or in the event of dispute in this regard one year after the invoice date.

**12.4** In all cases, the burden of proof regarding the liability of the Remover shall be borne by the Customer. Under penalty of abandonment of rights, any complaint in respect of the Remover must be the subject of remarks formulated by the Customer on the document submitted to him/her/it at the time of delivery. A complaint made in confirmation of said remarks must be sent by the Customer to the Remover in a registered letter at the latest within two (2) Working days following the delivery, not including the day of delivery.

**12.5** The Remover is in all cases discharged of any liability whatsoever 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, as well as for any 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 any damage to buildings caused by such persons.

**12.6** The Remover is in particular not liable for the direct and indirect consequences of wars, terrorist attacks, revolutions, civil and political unrest, rioting, strikes, epidemics, quarantines, lightning strikes, fire, flooding, snow, ice, storms, the closing of thaw barriers, the use of side roads, waits in stations, airports, or customs facilities, etc. when such circumstances are insurmountable and make the proper execution of the removal impossible.

**12.7** The Remover acts as a responsible professional in the removals sector and takes those measures which, based on the circumstances, are in the best interests of its Customer. All reasonable costs arising from the aforementioned events that the Remover has had to incur shall be borne by the Customer.

**12.8** In the event of losses or damage to the objects that are the subject of the removal due to an error on the part of the Remover, its liability shall be limited to a sum of € 125 per cubic meter of the lost or damaged objects, subject to the deduction of an excess of € 250 payable by the Customer for each removal order.

**12.9** In the event of late delivery, the liability of the Remover shall be limited to no more than 20% of the removal price. If there is a delay in delivery, compensation shall only be payable if the Customer can provide evidence that he/she/it has incurred a loss as a result and that a complaint was submitted by means of a registered letter sent to the Remover within two (2) days, not including the day of delivery, of the delivery of the removed objects to the addressee.

**12.10** In the event that the Customer is a Consumer, and if the liability of the Remover has been established in accordance with Article 12.1 or 12.2 and, moreover, the Customer is able to prove that damage has occurred as a result, the compensation described in Article 12.8 and/or Article 12.9 shall be payable within fourteen days after written notification has been issued, failing which contractually-agreed compensatory interest of 10% shall be due as from the date of the written notification, as well as 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 by invoking any losses, damage or delays.

#### **ARTICLE 13 - "ALL-RISK" INSURANCE**

**13.1** The Customer may request the Remover to have the goods that are the subject of the removal insured for "all risks", namely theft, damage, loss, fire, etc., in accordance with the general terms and conditions of insurance cover in the framework of a floating policy taken out by the Remover. 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 in their current condition.

**13.2** The Customer is free to select his/her/its own insurer. In that case he/she/it undertakes to take out an insurance policy without any excess whereby the risks covered and the insured value correspond to that which is set out above. Moreover, the Customer undertakes to obtain a "waiver of recourse" from the insurer in favour of the Remover. If the Customer cannot provide proof of this, the Remover may refuse to carry out the removal and the Customer shall in any case be obligated to indemnify the Remover with regard to his/her/its insurer.

**13.3** If the Customer does not give any express written instructions to the Remover to arrange for insurance cover, the Remover shall be entitled to presume that the Customer has insured the goods himself/herself/itself in accordance with the obligations set out in Article 13.2.

#### **ARTICLE 14 - TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS WITHIN BELGIUM**

**14.1** The Remover's invoices are considered to be accepted by the Customer unless they are challenged in writing 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 cost in respect of the Remover.

**14.3** In the event of non-payment within the aforesaid payment period, a contractually late payment interest of 10% shall be payable - automatically and without any prior notice of default - as from the invoice date, as well as flat and irreducible compensation equal to 10% of the invoice amount to cover administrative expenses, with a minimum of € 150.

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

#### **ARTICLE 15 - TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS TO A FOREIGN COUNTRY**

**15.1** Amounts owed to the Remover, regardless of their nature, are payable in cash. The Customer must pay the removal price in full to the Remover at the latest three days prior to the departure of the goods from Belgium.

**15.2** The Remover reserves the right, in respect of those goods for which the price has not yet been paid, to suspend delivery until such time as the Customer has complied with his/her/its payment obligations. Any additional amounts (demurrage, storage and custodial costs) are payable by the Customer and must be settled together with the outstanding removal price before the goods that are the subject of the removal can be delivered.

**15.3** In the event of non-payment within the aforesaid payment period, a contractually late payment interest of 10% shall be payable - automatically and without any prior notice of default - as from the invoice date, as well as flat and irreducible compensation equal to 10% of the invoice amount to cover administrative expenses, with a minimum of € 150.

#### **ARTICLE 16 - INVALIDITY**

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

#### **ARTICLE 17 - TRANSLATION OF THE GENERAL TERMS AND CONDITIONS FOR REMOVALS**

The GOSSELIN MOBILITY - General Terms and Conditions for Removals were originally drawn up in the Dutch language.

With regard to any misunderstandings involving the wording, content, meaning, scope and interpretation of the French, English or German translations, the Dutch version shall be considered the reference document and its explanation and interpretation shall prevail over any translation whatsoever.

#### **ARTICLE 18 - DISPUTES, APPLICABLE LAW AND JURISDICTION**

**18.1** Belgian law is exclusively applicable to all agreements between the Remover and the Customer.

**18.2** All disputes, including those which are only considered disputes by one of the parties, which arise from or are related to an agreement to which these general conditions apply, or to the execution of the same, and which cannot be settled amicably, will be settled by the competent Courts of the district where the registered office of the removal company is located, without prejudice to the right of the Remover to bring the dispute before a judge as stipulated in article 624, 1°, 2° and 4° Judicial Code.