

RELIABLE MOVING B.V.  
Domicile Alphen aan de Rijn  
Chamber of Commerce nr. 28093360, Leiden, The Netherlands

**GENERAL TERMS AND CONDITIONS**  
**1 November 2003**

**Section 1. Definitions**

- a) Client: legal or natural person who has given the order and/or the owner of the goods which are subject to the order, as well as all persons employed or called in by the client (either directly or indirectly), as well as all allied companies.
- b) Company: Reliable Moving B.V., including all persons employed as well as called in by the company.
- c) Owner: the natural person and/or legal person who owns the goods.
- d) Quotation: the bid given and signed by the company.
- e) Order: the quotation signed by the client and the company.
- f) Carrier: Reliable Moving B.V. and/or one of the sub-carriers and/or partners hired by Reliable Moving B.V.
- g) Goods: (household) furniture, personal items, furniture, archives, computers, motorised vehicles, boats and/or pets, as well as all other items that the company made a quotation for.

**Section 2. General**

- a) These general terms and conditions apply to all quotations made by the company and to all accepted orders, which therefore are part of them.
- b) Any departure or exceptions from these general terms and conditions have to be agreed in writing in the order, but are only valid after the written confirmation by the company.
- c) Any terms in the operated general terms and conditions of the client which are inconsistent with these general terms and conditions, will not be accepted by the company.
- d) All rates are excluding VAT, unless specifically agreed differently in the order. The actual description of the work will be agreed in the order.
- e) Tax-free articles can only be purchased when moving to a destination outside the E.U. and only via a therefore authorized company.
- f) The most recent version of these general terms and conditions can be asked for at the internet and is accessible for everyone on [www.reliablemoving.nl](http://www.reliablemoving.nl), taking into account that the company reserves the right to change them at any time. Upon request the general terms and conditions will be mailed.

**Section 3. Quotation/order**

- a) All quotations are free of obligations and can always be recalled or changed, as long as they are not signed for approval and received by the company, unless there is a validation period mentioned in the quotation, during which period the quotation will not be recalled or changed.
- b) In the quotation/order will always be mentioned, if relevant: the estimated volume and/or weight, description of the service and the rates, insurance agreements, storage rates, rates for handling in- and out the warehouse, pick up place and country, delivery place and country, what is included and what is excluded, and, if agreed so, that the rates are including VAT.
- c) Orders only will be effective after receipt of the quotation by the company, signed by the client, unless the quotation had been recalled or changed already.
- d) Even without having received a (signed) quotation, an order is effective, as soon as the client puts his goods at the disposal of the company. Also when the goods are shipped to the attention of the company or otherwise are consigned to the companies care.
- e) If an order is effective in a way as mentioned in the prior paragraph, the company only is obliged to keep the goods in deposit, until a signed quotation is received. The client will be obliged to pay the applicable storage charges for this service. In that case, the company is entitled, in case he thinks it necessary, to carry out the job as specified in the quotation, for which the client will be obliged to pay the mentioned rates.
- f) In all cases for which and under all circumstances that, for whatever reason, no rate was quoted or agreed prior to the execution of the job, the company will charge the client as per the most recent version of the "destination rate schedule" which is currently valid within the company.

**Section 4. Changing agreed dates**

- a) Agreed dates can only be changed by the client with written permission of the company.
- b) If a change leads to extra costs, the company will inform the client about these extra costs, which the client has to pay upon the first request. Such a price change can never be a reason for the client to cancel the order.
- c) The client can cancel an order. He will be obliged to compensate the company. If cancelled more than 30 days prior to the agreed date client has to pay the company 15 percent of the rate as agreed in the order. If cancelled between 30 and 14 days before the agreed date 50 percent, between 14 and 7 days before the agreed date 75 percent and within 7 days of the agreed date 100 percent. The date of receipt by the company of the written cancellation will count as date of cancelling. The cancellation confirmation also has to be sent by fax to the company.
- d) In case of cancellation of an order, of which the dates already were changed upon request of the client, the compensation amount will be based on the period between the cancellation date and the original execution date.
- e) If the company cannot match the agreed date after the acceptance of an order, it will be given the opportunity to execute the order within a reasonable period. If such appears to be impossible, the company will pay the client a compensation of the damage up till a maximum of 25 percent of the agreed rates for the move, without the surcharges for insurances, sea freight and/or air freight, workmanship, storage and handling.

**Section 5. Payments**

- a) The company sends its invoices for the total amount as soon as the execution of the order has started and/or costs in relation to this order have been made.
- b) On top of the amount of the invoice (including VAT) an additional charge of 5% credit squeeze will be charged.

- c) Payment period is 14 days as of date on invoice.
- d) At full payment within the payment period of 14 days, the credit squeeze can be deducted of the whole amount.
- e) If the credit squeeze will not be deducted, payment period is 30 days as of date on invoice, which period is the statutory limit.
- f) At exceeding the payment period of 30 days the client is legally in default, without serving notice additionally upon the client being obliged.
- g) If the client does not pay in time, or if the company has legitimate reasons to believe that client will not pay in time, than the company is obliged to postpone the execution of the order and/or block the delivery of the goods until full payment is received. The mentioned rule in section 8: 1194 paragraph 2 Civil Code is applicable in that case.
- h) Client is and will continue to be indebted to pay the credit squeeze after the payment term has exceeded. Also, client will be indebted to pay the legal and non-legal expenses, which will be at least 15%, with a minimum of € 250,-, to increase with interest equal to the statutory interest plus 2 percent.
- i) The owner of the goods is and continues to be severally liable for all from the order resulting commitments, even when he did not give the order himself. The company has the right, if we see it fit, to invoice the owner directly.
- j) Payment obligations only will be discharged, if they are done in the currency and the way that was agreed in the order.
- k) Payments first count for settlement of any indebted interest, then for any indebted (collection) fees, subsequently for the payment of any indebted credit squeeze and then it will be equalized with any prior outstanding invoices, oldest first, despite of any payment instruction of the client.

**Section 6. Surcharge and/or extra costs**

- a) Rates in the quotation and/or order are subject to price fluctuation. If it appears that during the realization of the order large differences occur, the company reserves the right to charge the client for this.
- b) Price increases for sea- and airfreight which occurred after the quotation date or during the realization of the order will be charged to the client.
- c) If it appears that the goods can not enter the house normally at destination, the extra costs (for appliances or others) will be charged and specified on the invoice. For these extra costs no approval of the client is necessary. This especially applies if no delivery address was mentioned on the order.
- d) Additional work, different from the order, will be agreed prematurely between client and the company.
- e) One time delivery of boxes prior to the move and pick up after the move is included in the quotation for moves within the Netherlands. Boxes which are not returned to the company will be charged to the client, against the going rates.
- f) If a minimum volume and/or weight is mentioned in a quotation, the mentioned rates will always be owed, even if the actual volume and/or weight appears to be less afterwards. If it appears afterwards that the actual volume and/or weight is higher than the mentioned minimum, the extra costs will be charged, without the permission of the client being necessary.
- g) If important papers, like passports and tickets, are packed during the move by carelessness of the client and need to be unpacked, the client will be held responsible for all extra costs because of this.
- h) All other costs, not provided in the order, caused by circumstances outside the range of influence of the company, will be charged to the client, without a supplementary order being necessary.

**Section 7. Storage of goods**

- a) Yearly, per 1 January, the storage costs will be reviewed, at which the company is entitled to increase the storage costs, as mentioned in the quotation or order with maximum 10 percent.
- b) Without the written permission of the company it is not allowed to have dangerous goods stored, like arms, explosives, gas tanks, etc. The client himself is responsible for removing them, before the company picks up the goods.
- c) To avoid vermin the company can decide to place mothballs or similar items in the storage crates.
- d) If client decides to hand over the goods, which are in storage at the company, to a third party, or have the goods picked up by a third party, the client will fully indemnify the company against any kind of liability with regards to damage or loss of items by signing the "household goods packing list".

**Section 8. Pets**

- a) Transportation of pets can be organised by the company, but will always be put out to a third party.
- b) All costs, if any, of vets and/or medicines, during the time that the animals are left in care of the company, will be charged to the client at any time.
- c) Although the company will inform the client to the best of its knowledge about the necessary documents and measurements, the client will always be responsible for any possible extra costs for shelter and/or quarantine.
- d) Client is always liable for damage which his pet(s), or which owners pet(s), do to the belongings (of third parties).

**Section 9. Dangerous goods**

- a) The company is entitled to refuse to move goods, which it considers too dangerous for transport, always, without having to pay compensation.
- b) If, without prior notification of the company, any dangerous goods are moved anyway, for example in boxes which are packed by owner, the company is entitled to unload and unpack them and to have them destroyed. Client remains responsible for all imputable costs, amongst others: labour fee, costs for removing and damages that occurred if any, as well as resulting penalties, claims and/or damages to goods of third parties.
- c) The company will inform the client, if requested, of the items which can or cannot be transported, by means of an information sheet.

**Section 10. Customs formalities**

- a) The company will inform client (if requested) about measures to be taken and documents necessary for import and/or export of goods.
- b) Client is obliged to inform the company truthfully for the purpose of all customs documentation and procedures. If it appears that client does not answer companies advises, the company is entitled to refuse or cancel the order without due compensation, at which the client will continue to be responsible for all imputable costs. The company will charge the client for all arisen costs and/or fines, for which the client remains responsible.

- c) Costs for customs inspections and/or visitations, import duties and/or excises, are never included in the quoted rates and will be charged to the client at cost.
- d) Goods, shorter possessed than 6 month and not evidently used during this period will be considered new by customs and import duties and/or excises and/or taxes will have to be paid by the owner, which will be charged to the owner and needs to be paid before delivery can take place.
- e) In such cases the client will stay responsible for the payment of VAT and/or import duties, which have to be paid in the country of destination for goods purchased tax-free in the country of origin.

**Section 11. Workmanship (amongst others: disassembling and reassembling of goods, packing and unpacking)**

- a) Only goods which were disassembled by the company will be reassembled. The company is always entitled to refuse the disassembling of goods.
- b) Disconnecting of for example stereo sets, speakers, television-sets, washing machines, dryers, cookers, stoves, sanitary equipment, lamps and other items which can be connected to ceiling, walls, floors and/or roofs can be taken care of by the company, if this does not require specific skills or if no other damage is caused, this solely at the discretion of the company. Connecting these goods will not be done by the company.
- c) The company can arrange pumping out and/or filling of waterbeds. If the company feels it is necessary a specialist will be hired.
- d) Workmanship will be calculated and charged afterwards always. Mentioned workmanship hours in the quotation and/or order are estimates always. The working order of the movers, signed by the client, will be the basis for the invoiced workmanship hours.

**Section 12. Insurance(s)**

- a) Goods are not automatically insured during transportation and/or storage. In the quotation the opportunity to insure will be given, along with the prevailing premium. The client has to indicate if insurance is wanted on the order.
- b) Upon request of the client the company will present the brochure "Insuring via Reliable Moving".
- c) Insurance covering is only effective after the client has indicated on the order to want the insurance and after the client has been accepted by the insurance company. Client will have to fill in and sign an "Insurance request form" which shows the total replacement value of the goods. After the coverage is concluded the company will confirm coverage to the client in writing.
- d) Loss of and/or damages to precious metals, art objects, valuable collections, bonds, stocks, coins, token, jewellery, pearls, stamp collections, coin collections, valuable pens, motorized vehicles or tools etc. (or comparable articles) are not insured, unless specifically mentioned on the "Insurance request form" and coverage is confirmed by the insurance company.
- e) For motorized vehicles transportation insurance can be concluded. To do so, the client has to specifically mark that the vehicle is part of the move on the "Insurance request form".
- f) Not covered by the insurance are: loss of money and mobile phones, damage to, sickness or death of plants, sickness, loss or death of pets and/or damage to goods by frequent disassembling and/or assembling, confiscation of arms or items that look alike, damage caused by leaking bottles, (gas) tanks, deep frying pans, etc.
- g) Insurance does not cover: non-functioning of electrical, electronic and mechanical equipment, if no damage is visible from the outside of the goods or packaging.
- h) Wrinkling of clothes, which are transported via air freight in flat boxes, is not covered by the insurance.
- i) Damage to a waterbed or parts of it, or other damages for example caused by leaking, is not covered by the insurance.
- j) Pets are excluded from the insurance always.
- k) Damage to goods caused by odour and/or leaking batteries and/or engines is not covered by the (transportation) insurance.

**Section 13. Damage and/or loss**

- a) Damage and/or loss need to be reported on the 'household goods packing list' upon receipt by the client or receiver. Also, the client has to notify the company about the found damage and/or loss within 5 working days after delivery of the goods in writing.
- b) The company will send the client a claim form after such a notification, together with instructions which client has to follow. If these instructions are not followed within 90 days, the company will be entitled to decline the claim permanently and to close its file.
- c) The company reserves the right to repair the damage and/or have the damage repaired. The company can not be compelled to compensate the damage in cash, if they can repair the damage or have the damage repaired in fairness and reasonableness.
- d) If the goods are compensated in cash, when lost or if repair is impossible, the value of the goods (in good condition) will be determined by a licensed assessor to be appointed by the insurance company. He will produce a report which is binding for all parties.
- e) Any damage to goods, which are mentioned on the household goods packing list as P.B.O. (packed by owner) is not considered for any compensation and is therefore excluded from the insurance.
- f) Damage to and/or loss of goods does never entitle the client to postpone the payment. Deduction is expressly ruled out and the normal payment period is to be met.
- g) The company is entitled to postpone or decline the claim procedure as long as invoices are not paid.
- h) The maximum compensation amount to be paid to the client by the company is limited to the amount that the (transportation) insurance company pays in this respective occasion.

**Section 14. Liability**

- 1 Liability of the company is ruled out:
  - For damages caused by delays because of: weather circumstances, not or too late leaving or arriving of ferries, container ships, air plains, trains (on which the vehicle or container is transported), as well as in all other circumstances beyond the companies control.
  - For damages caused by the use of or defectiveness to supports which are used for securing the hoists or the use of an outside elevator, as well as for damages to the supports and damages to goods, because supports break or come off, or in any other way appear to be defective.
  - For any kind of damage or loss which occurred during the transportation or storage, at the company's or anywhere else, if no transportation insurance and additional storage insurance was concluded, or if the insurance of the client was refused by the insurance company.
  - For any kind of damage to goods which are delivered by the company under the authority of a third party.
  - For unpleasant odour to cloth, goods or otherwise, which can be caused by pesticides and fungicides which the company considers necessary.
  - For damage to plants in case of death or catching a plant disease.
  - For pets which get sick, lost or die during transportation or their stay in a (boarding) kennel.
  - For any kind of damage if the goods are seized while in possession of the company. Any extra costs hereof for loading and/or unloading or storage will be charged to the client.
- 2 The client will be liable always, for illegal possession of and having the company transporting any kind of pornographic magazines and/or software, and other software without the required licenses, drugs and/or contraband, or otherwise.
- 3 After loading the goods, amongst others, a completion form will be signed, on which damages to the residence of the client, if any, have to be registered. For non-registered damages the company can not be held responsible. By signing the client also declares that all goods are loaded. If later it appears otherwise, the company is not responsible.
- 4 Our liability is limited to the amount that will be covered under our liability insurance in the case concerned.
- 5 Exclusion of liability does not apply in case of gross guilt or intent from the company's side.

**Section 15. Law**

- a) Dutch law applies to every order.
- b) Disputes have to be brought before the court district of Amsterdam.