

RACS MOVING Commercial Removals Terms and Conditions BASED ON THE GENERAL TERMS AND CONDITIONS OF BCR 2020

DEFINITIONS:

- **The Client:** The Purchaser, that is the Commercial Remover's contractual counterparty;
- **The Commercial Remover:** the contractor, approved by the BCR, who performs (commercial) removals on a professional basis;
- **Commercial Removal:** every agreement to remove goods, ordered by:
 - a) a legal entity
 - b) a (semi) government institution
 - c) a national, international or supranational institution;
- **The Subcontractor:** the entrepreneur who, with regard to the Commercial Remover, undertakes assignments (packing, loading, transportation by road, transportation by railway, maritime and air transportation, storage, deliveries);
- **The Purchase Order/Signed Quotation:** the removal agreement, the complete enumeration of all the agreements (including particular assignments) concluded between the Commercial Remover and the Client, as part of the removal;
- **The Assignment:** (non-exhaustive) regardless of the combination of several actions: packing and/or unpacking, transportation, (dis)assembly... of goods;
- **The Goods:** all movable items that are the subject of the inventory of the commercial removal, agreement and/or assignment;
- **The Working Days:** the total of all calendar days, with exclusion of Sundays and legal bank holidays. If a term, expressed in working days, ends on a Saturday, the term shall be extended to the following working day.

Article 1

Applicability of the "BCR Commercial Removals Terms and Conditions"

1.1 Any quotations drawn up by the Commercial Remover, concluded agreements and the performance thereof, including any (legal) actions carried out as part thereof, shall be governed by these "BCR Commercial Removals Terms and Conditions". In the event of contradictions between any provisions included in the quotation or agreement and these "BCR Commercial Removals Terms and Conditions", what is stipulated in the quotation or agreement shall prevail.

1.2. By operation of law, these "BCR Commercial Removals Terms and Conditions" shall prevail over any possible general terms and conditions of the Client.

1.3 The possible nullity of one or more clauses of the present general terms and conditions shall not affect the applicability of any other clauses. Where appropriate, the parties shall, to the best of their ability and in good faith, negotiate to replace this provision with a legal, valid, non-void and executable provision with similar effect.

1.4 These BCR Commercial Removals Terms and Conditions shall cancel and replace all prior, written and oral agreements, presentations, discussions or negotiations.

Article 2

Estimate of the Removal - Quotation - Advance Payment - Establishment of the Agreement

Estimate of the Removal

2.1 The Commercial Remover shall estimate the scope of the removal, prior to issuing a quotation. The estimate shall be drawn up either based on the findings of the pre-move survey, where the Commercial Remover visits the Client on-site in order to estimate the volume of the goods, either based on the packing lists and/or photos of the goods to be moved, provided by the Client.



Quotation

2.2 Based on his findings, as well as the provisions of article **3**, the Commercial Remover shall draw up a quotation.

2.3 A Client request deviating from a quotation drawn up by or on behalf of the Commercial Remover shall constitute a rejection of this quotation and shall not bind the Remover.

2.4 All pricelists, brochures, catalogues, leaflets and other information provided by or on behalf of the Remover, as part of an offer, have been prepared as carefully as possible, but shall only bind the Commercial Remover insofar this is explicitly confirmed by the Remover in writing.

Establishment of the Agreement

2.5 The Commercial Remover shall, either after receiving the Client's agreement with the quotation, draw up a purchase order, shall sign it for approval and shall send it to the Client. The agreement shall be established when the Client signs the purchase order for approval, unmodified and within the validity period, and sends it back to the Commercial Remover. The acceptance shall be deemed to correctly and fully represent the agreement.

Or the Client shall sign the Quotation for approval. The agreement shall be established when the Client signs the quotation for approval, unmodified and within the validity period, and sends it back to the Commercial Remover. The acceptance shall be deemed to correctly and fully represent the agreement.

2.6 In the event an advance payment was agreed, the Client shall accept the quotation by fulfilling the advance payment in time. For removals abroad, the full removal price must be paid in advance, at the latest one (1) week before the planned removal date. An order shall only be placed regularly and shall only lead to an agreement after the timely payment of the advance payment, by the Client.

2.7 As long as there is no signed purchase order or quotation, the Commercial Remover shall not be bound to carry out the removal, nor to prepare for it. Where appropriate, the parties shall not be bound to pay any compensation to each other.

2.8 As long as there is no signed purchase order or quotation, the Client cannot enforce the performance of the removal agreement.

Article 3

Base Price Removal - VAT - Particular Assignments - Information Client - Overtime - Subcontractors - Taxes - Separate Invoicing

Base Price Removal

3.1 The volume of the goods, the distance of the removal, the duration of the assignment and the planning of the used means, as stated in the removal agreement, shall serve as basis for the removal price. Unless explicitly otherwise agreed, this price shall not be set on a flat-rate basis, and the company's tariff stated in the purchase order / quotation / removal agreement shall apply. The price for the agreed particular assignments, in accordance with article **3.3** of the present terms and conditions shall be included in the purchase order.

VAT

3.2 The value added tax (VAT) shall **NOT** be included in the Base Price Removal.

Particular Assignments

3.3 The Commercial Remover may, upon the Client's request, perform certain work activities linked to the removal, such as:

- drawing up a removal script;
- taking beamers, projectors and/or monitors etc. down and/or putting them up;
- removing and/or placing fitted carpets;



- disassembling and/or assembling movable walls;
- taking curtains and/or (roller) blinds down and/or putting them up;
- putting up mirrors;
- putting up paintings and lighting devices;
- taking out windows in order to lower or lift office furniture;
- transporting pianos, safes, vending machines and other similar equipment;
- tidying the vacated offices and buildings (making them broom clean).

Upon the Client's request, the Commercial Remover may:

- pack and/or unpack archives, in accordance with the classification, order and chronology requested by the Client;
- move the stock levels located at the loading address and that are part of the inventory of the commercial removal;
- move the server data room.

Upon the Client's request, the Commercial Remover may take care of the disconnection and/or connection of cables and/or linked activities.

Upon the Client's request, the Commercial Remover may draw up an inventory and/or contradictory inventory of the premises. In the event the Client wishes to have an inventory and/or contradictory inventory drawn up, he shall inform the Commercial Remover at least five (5) days prior to the removal.

The particular assignments to be carried out and their price shall be stated in the purchase order/quotation and shall NOT be included in the base price.

Information Client

3.4 The removal prices shall be calculated based on the information provided by the Client. As a consequence, the Client shall have the obligation to accurately provide all necessary or useful information to the Commercial Remover, in accordance with article 8 "Obligations Client", so that the Commercial Remover can form a clear understanding of the circumstances under which the agreement must be performed (packing, loading, transportation, unloading, licenses etc.).

Overtime Tariff

3.5 The established prices shall be determined in function of the services delivered each day, as defined by law and/or by collective labor agreement. Except in case of an error made by the Commercial Remover, overtime shall be calculated based on the company's tariff.

The regulation applicable with respect to overtime must be included in the quotation.

Subcontractors

3.6 Without prejudice to the provisions of article 3, the removal price shall also be calculated in function of the tariffs of any possible Subcontractors. Regardless of the exchange rate at the time of the conclusion of the agreement, the only applicable exchange rate shall be the exchange rate used at the time of the performance of the agreement with the Subcontractors.

Taxes

3.7 Taxes linked to international removals shall be charged to the Client separately. In the event these taxes are not reasonably known at the time of the conclusion of the agreement, they shall be charged to the Client afterwards.

Invoicing - Packing - Unpacking

3.8 Unless otherwise provided, packing, carried out prior to the removal day, shall be charged separately. The same shall apply for unpacking, which shall be carried out after completion of the removal.



Article 4

Price Changes National and International - Additional Costs due to International Provisions

Price Changes National and International

4.1 There may be price changes linked to, for example yet not limited to: legislative amendments, fuel prices, imposed collective agreements, railway tariffs, exchange rates... and this as a consequence of the tariff changes of the possible subcontractor(s) in accordance with the provisions of these general terms and conditions, and that are beyond the control of the Commercial Remover or the simple control of the subcontractor. The reasons for the price change must be communicated to the Client by the Commercial Remover, when the Commercial Remover is notified of it.

Additional Costs due to International Provisions

4.2 The weight of the goods transported in containers or shipping boxes by rail, using inland waterways, over sea or by road, shall be established at a maximum of 100 kg per m³. Any excess weight shall be charged separately, per 100 kg or part thereof. For goods transported by air freight, a different tariff calculation shall apply than for the freight costs. The freight costs shall be affected by the amount of space taken up by the shipment, or the dimensional weight, where a (1) kilo freight may contain a maximum of 6000 cm³. In the event the actual weight is higher, this shall serve as calculation basis for the tariff.

Article 5

Termination / Cancellation of the Agreement

The Client who (prior to the agreed performance day) withdraws from the agreement, shall, by operation of law and without notice of default, be liable to pay a compensation, equal to all damage, loss and costs (all included and nothing excluded) the co-contractor has incurred, yet no less than:

- 50% of the amount of the contract price in the event of termination / cancellation less than seven (7) days, but no more than three (3) days prior to the agreed performance day;
- 100% of the amount of the contract price in the event of termination / cancellation less than three (3) days prior to the agreed performance day.

Article 6

Performance of the Agreement:

Subcontractors - Equipment - Sound Professional

Subcontractors

6.1 The Commercial Remover shall be permitted to outsource the agreement to Subcontractors, in full or in part.

Equipment

6.2 The performance of the agreement shall commence with the preparation of the equipment, in the Commercial Remover's depot. The Commercial Remover shall only be obliged to deliver equipment that is necessary for the performance of the agreement. Under all circumstances, the Commercial Remover shall reserve the right to use the transportation and treatment methods he deems most practical and cheap, insofar the essence of the service to be delivered is not affected.

Sound Professional

6.3 The Commercial Remover shall act as a sound professional in the sector of removals and shall take measures that, in function of the circumstances, best represent his Client's interests. All reasonable costs resulting from the abovementioned events and incurred by the Commercial Remover, shall be borne by the Client.



Article 7

Obligations Commercial Remover

The Commercial Remover shall be obliged to:

1. receive the goods to be moved or have the goods to be moved received, taking the provisions of article **8** into account, at the agreed time and place;
2. deliver the goods to be moved or have the goods to be moved delivered at the location to be designated by the Client and in the same condition in which they are provided to the Commercial Remover for packing or disassembling or for transportation;
3. load and/or unload the goods to be moved or have the goods to be moved loaded and/or unloaded;
4. complete a commenced removal without delay;
5. in the event it has been agreed in writing, disassemble and/or pack and unpack and/or assemble at the destination location or have disassembled and/or have packed and have unpacked and/or have assembled at the destination location, the goods that, given their nature and/or method of transportation, must be disassembled and/or packed;
6. perform all linked work activities, against payment of the additional costs resulting therefrom, unless this would disproportionately interfere with the removal company's exploitation;
7. make the packing material, ordered by the Client for the removal (in accordance with the agreement, whether or not against payment) available;
8. request instructions from the Client, in the event, for whatever reason, the performance of the removal is or becomes impossible and in the absence of said instructions, take all measures he, as diligent Commercial Remover, may deem in the Client's interest. The additional costs resulting therefrom shall be borne by the party to which the hindrance of the performance can be attributed;
9. indemnify the Client against third party claims that are the consequence of non-compliance with his obligations resulting from these terms and conditions, unless these third-party claims cannot reasonably be attributed to the Commercial Remover's non-compliance.

Article 8

Obligations Client

Customs Formalities - Location Plan - Nature of the Goods - Environmental Factors - Right of Disposal of the Goods - Presence of Client during Removal - Precautions for Loading and Unloading - Parking Permits

Customs Formalities

8.1 Without prejudice to the other Client obligations stated in the present general terms and conditions, the Client shall be obliged to submit or deliver, to the Commercial Remover, all documents necessary for the shipment, the receipt and the customs formalities, duly completed and at the latest three (3) days before the removal.

If necessary, the Client shall report to customs in person, at their first request. The customs formalities shall always be fulfilled based on the information and documents provided by the Client. Unless stipulated otherwise, the Commercial Remover or his trustee shall fulfill the customs formalities for the Client and at his expense.

The Client shall take the full responsibility for the information provided by him, both with regard to the administration and with regard to the Commercial Remover or any possible third party. The Client alone shall bear all consequences resulting from false, incomplete, late or incorrect information and/or documents provided by mistake. The Client shall compensate the Commercial Remover for any costs incurred because of this and shall indemnify the Commercial Remover against any possible claims that may result from this.



Location Plan

8.2 Prior to the removal, the Client shall draw up a location plan for every room of the destination. This plan shall indicate the precise location of each item to be moved. The Client shall also number each room. This numbering system shall be included in the location plan. The Client shall guarantee that the locations are suited for placing the items to be moved and designated by the Client.

Nature of the Goods

8.3 The Client shall, in particular, draw the Commercial Remover's attention to the nature of the goods, among other things:

- valuable goods (art, design pieces);
- items requiring special treatment;
- items requiring a specific disassembly or reassembly;
- heavy goods (safes, machinery) and goods with deviating dimensions, requiring the usage of ladder lifts, lifting devices and/or cranes,

without this list being exhaustive.

The Client must genuinely and fully indicate any factors that could influence the normal work or that could increase the level of difficulty.

Environmental Factors

8.4 The Client shall accurately indicate the positioning and arrangement of the buildings. He shall indicate:

- whether or not there is easy access for the removal truck(s) and removal lift;
 - if the windows and doors are wide/high enough to bring larger items in/out;
 - if any public works are being carried out that could hinder the removal;
 - if any verges need to be crossed;
 - if any dirt roads, canals or other obstacles need to be crossed;
 - if the steps are wide enough;
 - what the load capacity of the goods lift is;
 - if the building's facades and/or balconies can withstand professionally placed ladder lifts;
 - what the maximum load pressure is of the building wherefrom the Client moves and of the building where the goods must be delivered;
- without this list being exhaustive.

Any consequences resulting from omissions, negligence or errors, by the Client or his trustee, shall be borne by the Client.

Right of Disposal of the Goods

8.5 The Client shall declare to have the legal right of disposal of the goods to be moved, and that the goods are not seized.

Other Parties - Third Parties

8.6 Prior to the removal, the Client shall indicate to the Commercial Remover who/which service providers will be involved and what their exact task description is. The Client must ensure that no members of his own staff are present during the removal.

Compulsory Presence of Client during Removal

8.7 The Client shall ensure that this trustee/these trustees is/are present during the entire term of the work activities: packing, loading, unloading, unpacking, including the time spent on breaks and/or meals. In the event the Client, his agent or trustee leaves the company during the work activities, the Commercial Remover shall not be held liable for any claims arising from the absence of the Client, agent or trustee.



The Client, his agent or trustee must personally ensure that nothing is left behind in the company he vacates. He alone shall bear the consequences of non-compliance with these clauses.

Precautions when Loading and Unloading

8.8 The Client or his trustee shall take all necessary precautions so that the Commercial Remover's vehicles can be loaded/unloaded immediately upon arrival. Any consequences and additional costs that are the result of not taking these precautions shall be borne by the Client.

Parking Permit(s)

8.9 The Client shall bear the costs for the necessary space reservation for parking removal vehicles or lifting devices, in the event the police regulation requires it. In the event the Commercial Remover offers his services for this reservation, the costs for the reservation shall be borne by the Client.

The Commercial Remover shall not be held liable for any delays incurred as a result of not placing or badly placing the no parking sign. The delay caused by this or by badly parked vehicles shall be borne by the Client.

The Client shall also be obliged to:

- a) make the goods to be moved available at the agreed time and place, so that the removal planning can be respected;
- b) ensure that an efficient execution of the commercial removal is made possible;
- c) draw up an inventory of the goods to be moved and label them;
- d) ensure that the lift usage is reserved exclusively to the Commercial Remover on the days of the removal;
- e) ensure that the private parking for the Commercial Remover is kept free;
- f) return the packing material that was left behind and that is the property of the Commercial Remover, within the term stated in the agreement or in the absence thereof, within one month, taking into account the provisions of article **10**;
- g) compensate the extra costs, in the event an item, placed in accordance with the location plan and/or the agreement, has to be repositioned, at the instruction of the Client;
- h) transmit in time, to the Commercial Remover, the keys for windows and doors and/or passageways, prior to the commencement of the removal;
- i) transfer in time, to the Commercial Remover, all information and documents necessary under the legal regulations with respect to the planned commercial removal (such as, yet not limited to customs regulations and regulations with respect to the transportation and treatment of hazardous substances).

The Client must, at all times, indemnify the Commercial Remover against any third-party claims that are the consequence of the Client's non-compliance with his obligations, as determined in the "BCR Commercial Removals Terms and Conditions".

Article 9

Goods excluded from the Removal - Penalties for Non-Compliance with Provisions

Goods excluded from the Removal

9. Unless explicitly agreed to in writing, the Client shall not be permitted to provide the following items to the Commercial Remover, for removal:

- a) narcotics, weapons;
- b) goods subjected to a license requirement;
- c) golden items, precious metals, paper money, old coins, securities, titles, stamp collections;



- d) plants;
- e) liquids and goods of which it is known that they pose risks of fire, explosion and/or damage to other goods such as phosphor, petrol, coal, matches, pigments, accumulators, acids or corrosive substances;
- f) hazardous goods, as described in the ADR, IMDG, RID and IATA legislation;
- g) in general, all substances or liquids likely to damage the equipment or the moved goods;
- h) goods that are specifically prohibited by the destination country.

Penalties for Non-Compliance with Provisions

9.2 All risks, loss or damage resulting from the non-compliance with this provision shall, in all cases, remain at the expense of the Client. The Client shall compensate and indemnify the Commercial Remover for and against any amounts claimed against the Commercial Remover by third parties, due to misunderstanding this provision.

Article 10

Packaging

Any rented packaging that is not returned by the Client after the completion of the removal or that is damaged 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 Client's request, the Commercial Remover may discard the packaging emptied on the last day of the removal.

Article 11

Suspension of the Agreement

11.1 In the event the Client only made a part of the items to be moved available, the Commercial Remover must, upon the Client's request, move the items made available, against compensation of the removal price already agreed. The by the Commercial Remover calculated yet not incurred costs must be deducted from the agreed removal price.

11.2 In the event the Client postpones the move or in the event the removal agreement is changed in another way, the Client shall be obliged to compensate the Commercial Remover for all costs and actually incurred damage that are the consequence of the removal agreement's postponement or modification. The desired modifications shall have to be executable for the Commercial Remover and may not interfere with the removal company's exploitation. In the event the Commercial Remover cannot accept the postponement or the modification, these requests shall constitute the agreement's cancellation and the provisions of article 5 shall apply.

11.3 If, in the case of postponement of the removal, no new term is agreed for the removal and if the postponement is longer than two (2) months, counting from the original removal date, the agreement shall be deemed to be cancelled and the provisions of **art. 5** of the present "BCR Commercial Removals Terms and Conditions" shall apply.

Article 12

Dissolution of the Agreement

The Commercial Remover shall, by operation of law and without prior notice of default, reserve the right to regard the agreement as dissolved, in the event of non-payment, bankruptcy or manifest insolvency or in the event of any significant changes in the legal situation of the Client. In such case, the advance payment made by the Client shall remain permanently acquired by the Commercial Remover.



Article 13

Specific Rights

Right of Retention and Right of Lien

13.1 The Client grants the Commercial Remover all rights provided for in the Law of 11 July 2013 on pledges, namely, a right of retention and a right of pledge on all goods entrusted to the Commercial Remover in connection with a removal assignment. The right of retention allows the Commercial Remover to suspend delivery of the goods being moved until the Client has paid the moving cost and/or other claims, even if those claims arise from a different cause than the given removal assignment.

Sale of the Goods

13.2 In any event, the Client gives the Commercial Remover explicit permission to sell his or her good after a two (2) days halt, and to place the goods transported in a storage facility or warehouse. All at the Client's expense and risk, including the costs for subsequent delivery. If the time spent in a storage facility or warehouse lasts more than one (1) month, and the Client has still not taken the necessary measures within ten (10) days of the Commercial Remover having sent a registered letter, the Commercial Remover may, in accordance with the provisions of the Law of 11 July 2013 on pledges, request a judge to be allowed to sell all or part of the goods covered by the right of pledge in order pay off the outstanding debt.

If the judge so orders, the Commercial Remover can in turn entrust a bailiff with the public or private sale of the encumbered goods.

All costs of such intervention shall be borne by the Client and may be retained from the proceeds of the sale.

Supplementary costs made in relation to the Goods

13.3 In the event that the payment conditions as provided for under the articles **21** and **22** are not met, as a result of which the Commercial Remover is obliged to exercise his right of pledge and/or retention, the Client shall bear all supplementary costs such as the cost of storage, custody and demurrage.

Article 14

Liability Commercial Remover - Delay - Force Majeure

Liability Commercial Remover

14.1 Except in the event of force majeure, the circumstances beyond the control of the parties and the situations described below in article **5.4**, the Commercial Remover shall be liable for loss and damage, caused by him and/or his Subcontractor(s), to items part of the removal, as well as for damage incurred due to delay, caused solely by the Commercial Remover and/or his Subcontractor(s), with the exclusion of delay caused by third parties and/or damage caused by force majeure.

Delay

14.2 'Delay' shall be understood as: the arrival at the loading address or the delivery at the unloading address, with a delay of at least fifteen (15) minutes, in comparison with the agreed arrival or delivery time.

Force Majeure

14.3 In particular, the Commercial Remover shall not be liable for: the direct and indirect consequences of war, revolution, civil and political unrest, acts of terror, riots, strikes, epidemics, quarantine, lightning, fire, floods, snow, ice, storms, closure of thaw barriers, usage of perpendicular roads, storage in station, airport or customs etc., when these circumstances are inevitable and render the removal assignment's smooth operation impossible.

14.4 The temporary suspension of the delivery due to force majeure shall, by operation of law and without compensation, lead to an extension of the delivery term, for the duration of the force majeure.



Article 15

Damage Claims

Damage to Goods: Reporting Damage - Burden of Proof - Limited Liability - Exclusion of Liability

Reporting Damage

15.1 Under penalty of forfeiture, each complaint against the Commercial Remover shall have been the subject of remarks, timely communicated by the Client:

– in the event it concerns visible damage: immediately, at the latest at the time of the delivery, on the document presented to him at the time of the delivery. In the event the Client does not notify of visible damage within the specified time, the Client shall be deemed to have received the goods in the condition in which they were delivered to the Commercial Remover, unless evidence to the contrary is provided.

– in the event it concerns non-visible damage: via email or by means of a registered letter sent by mail, at the latest within two (2) working days after the delivery, the delivery day not included, or otherwise agreed. In the event the Client does not notify of non-visible damage within the specified time, the Client shall be deemed to have received the goods in the condition in which they were delivered to the Commercial Remover, unless evidence to the contrary is provided.

Burden of Proof

15.2 In any case, the burden of proof of the Commercial Remover's liability and the scope of the damage shall rest with the Client.

Limited Liability

15.3 The Commercial Remover's liability shall, in the event of loss of or damage to the moved items caused by the Commercial Remover, be limited to €125 per cubic meter of the lost or damaged items, after deduction of an exemption of €750 per removal assignment, borne by the Client.

Exclusion of Liability

15.4 The Commercial Remover shall in all cases be relieved of any possible liability with regard to the transportation and treatment of furniture, equipment and items that were packed and/or unpacked by the Client and/or other intervening parties, other than the Commercial Remover or his Subcontractors, and of all damage and loss incurred during the removal, caused by the Client, his proxy or a third party, including damage to buildings, caused by the Client, his proxy or a third party.

Article 16

Damage due to Delay

Damage due to Delay

16.1 In the event of a delayed delivery, compensation shall only be payable if the Client provides evidence that this delay caused damage and if the Client filed a complaint, via email or by means of a registered letter sent to the Remover, within two (2) working days after the delivery of the moved goods to the recipient, not including the delivery day. If the Client does not, within the specified term, notify of the damage due to the delay, the removal shall be deemed to have been carried out without delay, unless evidence to the contrary is provided.

16.2 In the event of delay, the Commercial Remover's liability shall never exceed 5% of the removal price.

Article 17

Liability Client in the event of Delay

Any delay of more than fifteen (15) minutes caused by or due to the Client or his proxy, shall give rise to the payment of compensation, by the Client to the Remover, if due to the halt of equipment and personnel, the contractually agreed removal price does no longer cover the performed hours.



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 actually performed hours), increased with all damage, loss and costs (all included, and nothing excluded) incurred by the Commercial Remover, due to the delay.

Article 18

Damages Claims

Limitation - Suspension - Contestation

Limitation

18.1 Without prejudice to the applicable, legally binding rules with regard to limitation, any claim against the Commercial Remover shall lapse one (1) year after determining the damage and/or the losses, or, in the event of dispute, one (1) year after the date of the invoice.

Suspension of Payment

18.2 Under no circumstances, the Client may refer to loss, damage or possible delays to suspend, in full or in part, payments due to the Commercial Remover.

Contestation of Liability

18.3 The Commercial Remover shall stipulate all legal and contractual rights he can invoke to contest his own liability, also on behalf of all those - including both subordinates and non-subordinates - involved in the agreement's performance and for who he is liable according to the law.

Article 19

'All risk' Insurance

19.1 The Client may request the Commercial Remover to take out an 'all risk' insurance for the goods part of the removal, in particular for: theft, damage, loss, fire etc., in accordance with the general terms and conditions of insurances, as part of a floating policy taken out by the Commercial Remover. The insurance value of the items part of the removal shall be understood as: 'in total value' - if necessary with the application of the proportionality rule - that must correspond to the replacement value of the entirety of the goods to be moved, in the current condition in which they are.

19.2 The Client shall have the right to choose a different insurer. In this case, the Client shall commit to take out, with the insurer, an insurance policy, without franchise, where the risk coverage and the insured value correspond to the aforementioned; the Client shall also commit to obtain a 'waiver of recovery' from the insurer, on behalf of the Commercial Remover. If the Client is not able to provide evidence thereof, the Commercial Remover may refuse to carry out the removal and the Client shall, in any case, be obliged to indemnify the Commercial Remover against his insurer.

19.3 In the event the Client did not explicitly and in writing commission the Commercial Remover to take out insurance, the Commercial Remover shall be entitled to assume the Client insured the goods himself, in accordance with the obligations stated in **art. 19.2**.

19.4 In the event the Commercial Remover's insurer does not want to / cannot insure the Client's goods or does not want to / cannot insure all of the Client's good, the Commercial Remover shall immediately inform the Client.

In such case, the Commercial Remover shall never be liable for such a refusal.

Article 20

Safekeeping

The transportation of removal goods and/or goods that are part of the commercial removal's inventory, with the exception of the excluded items as determined in article **9**, to a storage facility, shall be subject to the present conditions.



Article 21

Payment Conditions for Removals in Belgium

21.1 The Commercial Remover's invoices shall be deemed accepted by the Client except where there is written protest within eight (8) days after the date of the invoice.

21.2 All invoices must be paid within fourteen (14) days after the date of the invoice, unless explicitly otherwise agreed and without any discount or cost to the expense of the Commercial Remover.

21.3 In the event of non-payment within the specified expiry period, a conventional late payment interest of 10% shall be due, by operation of law and without prior notice of default, from the date of the invoice, as well as a flat-rate and irreducible compensation to cover administrative costs of 10% of the invoice amount - with a minimum of €150.

21.4 In the event of non-payment of one invoice on the expiry date, all other due amounts shall be immediately claimable.

Article 22

Payment Conditions for Removals Abroad

22.1 In the event the parties agreed advance payments at the amount of the full or partial removal price, the due amounts shall be payable, on account of whichever reason, within fourteen days after the date of the invoice, unless explicitly otherwise agreed. In the event the parties have not agreed advance payments at the amount of the full or partial removal price, the Client must pay to the Commercial Remover the full removal price, at the latest seven (7) days prior to the departure of the goods, from Belgium.

22.2 The Commercial Remover shall reserve the right to, with regard to the goods of which the price has not yet been paid, suspend the delivery until the Client has fulfilled his payment obligation. The additional costs (demurrage, storage and safekeeping) shall be borne by the Client and shall be paid together with the due removal price, prior to the delivery of the removal goods.

22.3 In the event of non-payment within the specified expiry period, a conventional late payment interest of 10% shall be due, by operation of law and without prior notice of default, from the date of the invoice, as well as a flat-rate and irreducible compensation to cover administrative costs of 10% of the invoice amount - with a minimum of €150.

Article 23

Translation of the BCR Commercial Removals Terms and Conditions ('BKV Bedrijfsverhuisvoorwaarden')

The present "BCR Commercial Removals Terms and Conditions" are originally drawn up in the Dutch language.

With regard to the translations of the present terms and conditions to French and English: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation of this text shall prevail over any translation. The present terms and conditions shall be transmitted to the Client in the language of the language area in which the registered office of the Commercial Remover's company is registered. Upon the Client's request, a translation can be added.

Article 24

Disputes and Competence of the Courts

24.1 All agreements between the Commercial Remover and the Client shall be governed by Belgian law exclusively.



24.2 Any disputes, including those which only one party considers to be a dispute, resulting from or in connection with an agreement governed by these "BCR Commercial Removals Terms and Conditions" or the performance thereof and that cannot be settled amicably, shall be settled by the competent Courts of the district in which the Removal Company's registered office is registered without prejudice to the Commercial Remover's right to bring the dispute that has arisen before the judge, as determined in article 624, 1°, 2° and 4° of the Belgian Judicial Code.

