

GENERAL TERMS & CONDITIONS
SAFEKEEPING / FURNITURE STORAGE BCR
HEREINAFTER
THE "BCR SAFEKEEPING TERMS & CONDITIONS"

DEFINITIONS:

- **The Depositor:** the professional party, the trader who provides removal Goods or other movable items for safekeeping.
- **The Depositor/ Consumer:** any natural person who is acting for purposes which are outside his trade, business, artisan or professional activity, and who, in accordance with Book I, Title 1, article I.1 2° of the Belgian Code of Economic Law, is regarded as a Consumer;
- **The Depositee:** The Contractor, approved by the BCR, who, on a professional basis, provides safekeeping services for removal Goods and possible other movable Goods.
- **The Safekeeping Agreement:** the agreement in which the Depositee undertakes to store and return the removal Goods and possible other movable Goods the Depositor entrusts or will entrust to him.
- **The Goods:** all movable items that are the subject of the safekeeping agreement.
- **The Storage Facility:** a clean and dry space and/or box(es) suitable for storing removal Goods.
- **The Inventory List:** a list undersigned by the Depositor and the Depositee, containing the Goods handed over for safekeeping.
- **The BCR:** a Belgian federation for removers that strives for qualitative, correct and professional removal and safekeeping.
- **The Tariff:** the Depositee's tariff applicable when the act to which this tariff applies is carried out.

Article 1

Applicability of the BCR Safekeeping Terms & Conditions

Any offers made by the Depositee, any issued Quotations, concluded agreements and the performance thereof, including any (legal) actions carried out as part thereof, shall be governed by these BCR Safekeeping Terms & Conditions.

In the event of contradictions between any provisions included in the Safekeeping Agreement and these BCR Safekeeping Terms & Conditions, what is stipulated in the Safekeeping Agreement shall prevail.

Article 2

Establishment of the Agreement/Inventory - Contradictory Inventory - Pick-up and Transportation of the Goods - Treatment of the Goods - Access to the Goods - Circumstances Safekeeping

Establishment of the Agreement/Inventory

2.1 The Safekeeping agreement shall, for the Depositee, only commence when the Goods have arrived in the safekeeping or storage location and when an inventory, drawn up and undersigned by the Depositor, is approved and undersigned by the Depositee. The inventory shall form an integral part of the safekeeping agreement.

The Depositee shall have the explicit right to refuse the safekeeping of certain Goods, without being required to clarify the reasons for the refusal.

Contradictory Inventory

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

2.2 Upon the Depositor's request, a contradictory inventory may be drawn up, at the location where the Goods are located at the time of the agreement. In such case, the Depositor shall bear the costs thereof.

Pick-up and Transportation of the Goods

2.3 In the event the Depositor commissions the Deposittee to, after the safekeeping, transport his Goods to some location, the Deposittee's commitment shall end when the Goods leave the storage location and, with due observance of article **7**, no objection under the safekeeping agreement may be made from that moment onwards. From that moment, the Deposittee's obligations shall fall under the "BCR Consumer Removals Terms & Conditions" or the "BCR Commercial Removals Terms & Conditions" in the event it concerns a removal assignment or under the CMR provisions if it concerns a transportation assignment.

Any costs related to the transportation or the removal of the Goods from/to the storage location and to/from the return location shall be borne by the Depositor.

2.4 In the event the Depositor carries out the transportation of the Goods when arriving at and when leaving the storage location, the costs for loading or unloading and placing shall be charged by the Deposittee based on the company's tariff and shall be carried out in accordance with the "BCR Consumer Removals Terms & Conditions" or the "BCR Commercial Removals Terms & Conditions". The payment of these services must be settled before the Goods leave the storage location.

Treatment of the Goods

2.5 The Deposittee shall be the exclusive person to carry out any treatments in the storage location. Third parties shall not be permitted to enter the storage location. The treatment carried out during the safekeeping shall be carried out in compliance with the "BCR Consumer Removals Terms & Conditions" or the "BCR Commercial Removals Terms & Conditions" and at the company's tariff.

Access to the Goods

2.6 In the event the Depositor wishes to access the space where the Goods are stored, he shall first contact the Deposittee. The Deposittee shall accompany the Depositor to the storage location of his Goods, in order for him to pick up (part of) his Goods or to have additional Goods stored, however with due observance of the inventory regulations provided in articles **2.1** and **2.2**.

Circumstances Safekeeping

2.7 The Depositor shall declare to have explicit knowledge of the specific circumstances in which the Deposittee carries out the safekeeping assignments and stores the Goods. The Depositor shall accept that the buildings where the Goods are stored are not accessible outside of the regular business hours and that the buildings are closed off. The Depositor shall accept that this type of security is sufficient and shall not ask the Deposittee to take further safety measures. In the event the Depositor wishes additional security, he shall brief the Deposittee in writing.

Article 3

Storage Fee - Sound Professional - Security Deposit - Invoicing Method and Frequency

Storage Fee

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

3.1 The storage fee, that is the price for the deposit, shall be determined in function of the volume of the Goods to be stored, the care that must be provided for these Goods in accordance with the safekeeping agreement, and the storage period.

3.2 The following shall be included in the storage fee: the value added tax (VAT) and any other taxes and costs for services the Depositor is obliged to pay.

3.3 The following shall NOT be included in the storage fee:

- the rental of the boxes and/or cardboard boxes delivered by the Deposittee, which shall be invoiced at the Deposittee's tariff.
- the costs linked to drawing up an inventory and to placing the Goods, which are invoiced in accordance with the Deposittee's tariffs and which are communicated to the Depositor beforehand.
- the premiums for the all risk insurance.
- the possible costs linked to the specific cleaning and check of any Goods remaining in the storage location for a period exceeding six (6) months; these shall be invoiced in accordance with the company's tariffs.
- the legal late payment interest and flat-rate damage compensation for any sums that were not paid on their expiry date.

In the event the Depositor is a Consumer, the value added tax (VAT) shall be INCLUDED in the storage fee.

In the event the Depositor is NOT a Consumer, the value added tax (VAT) shall NOT be INCLUDED in the storage fee.

Sound Professional

3.4 The Deposittee shall act as a sound professional in the sector of storage and shall take measures that, in function of the circumstances, best represent his Depositor's interests. All reasonable costs incurred by the Deposittee for the preservation of the Goods, shall be borne by the Depositor.

Security Deposit

3.5 The Deposittee shall reserve the right to charge an advance payment equal to at least three (3) months of storage fees, when the Goods are brought in. The Deposittee may recover from this deposit any unpaid rent, compensations and costs resulting from the non-compliance with article **16**. The Deposittee shall not be obliged to do so.

In the event the Deposittee deems it necessary to do so, the Depositor must supplement the security deposit amount until the total of the security deposit amount corresponds to the initial security deposit amount.

Invoicing Method and Frequency

3.6 The Deposittee and Depositor shall decide on the storage fee invoicing method and invoicing frequency, by common accord.

Article 4

Price changes

The Deposittee may only apply price changes that concern legislative amendments, imposed labor agreements, modified fuel and transportation related costs, transportation tariffs and exchange rates. The reason for the price change must be communicated to the

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Depositor by the Deposittee, when the Deposittee is notified of it. This shall apply to both price increases and price decreases.

In the event of long-term safekeeping, the storage fee shall be adjusted on an annual basis. The first adjustment of the storage fee may occur one (1) year after the first safekeeping day, unless explicitly otherwise agreed by agreement.

Consumer

In the event the Depositor is a Consumer and in the event the Depositor does not agree with the price change, the Depositor shall have the right to cancel the agreement, free of charge, by means of a registered letter, with due observance of one (1) month.

In such case, the Depositor shall be bound to pick up the stored Goods within thirty (30) days, under penalty of charging the new storage fee.

Article 5

Cancellation of the Safekeeping Agreement by the Depositor

5.1 The Depositor may cancel the Safekeeping Agreement with due observance of a notice period of one (1) month.

5.2 The Deposittee shall be obliged to return the stored removal Goods before the expiry of the notice period, against payment of the non-settled storage fee and against payment of the possible costs to be borne by the Depositor. Wherever possible, the return shall occur on the date requested by the Depositor.

5.3 After expiry of the notice period, the stored removal Goods located at the Deposittee's storage location shall be at the expense and risk of the Depositor, on the understanding that the payment obligation of the storage fee shall continue to exist until the removal Goods are returned to the Depositor or until they are sold or destroyed by the Deposittee.

Article 6

Cancellation of the Safekeeping Agreement by the Deposittee

6.1 The Deposittee may cancel a Safekeeping Agreement in the event the company ceases to exist and/or in the event the continuation of the agreement cannot reasonably be expected from the Deposittee. He shall cancel the agreement by means of a registered letter or by means of an email with a request for acknowledgement of receipt addressed to the Depositor and with due observance of a notice period of two (2) months.

6.2 The Depositor shall be obliged to take the stored removal Goods back prior to the expiry of the notice period, against payment of the non-settled storage fee and against payment of the possible costs to be borne by the Depositor. Wherever possible, the return shall occur on the date requested by the Depositor.

6.3 After expiry of the notice period, the stored removal Goods located at the Deposittee's storage location shall be at the expense and risk of the Depositor, on the understanding that the payment obligation of the storage fee shall continue to exist for the duration of the (replacement) safekeeping or until the removal Goods are returned to the Depositor or until they are sold or destroyed by the Deposittee.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Consumer

6.4 In the event the Depositor is a Consumer: in the event the company ceases to exist, the Deposittee must organize replacement safekeeping, if the Depositor is not reasonably able of entering into an agreement with another Deposittee.

Article 7

Returning the Goods

The Deposittee shall provide all necessary amenities to the Depositor to allow him to check the contents and the condition of his stored Goods, prior to their return. The Deposittee shall be bound to return the Goods to the Depositor or his legal successors in the same external condition as the one in which he received the Goods.

The inventory shall be returned to the Deposittee when the Goods are definitively picked up and before the Goods leave the Deposittee's building. Without prejudice to the provision of article **10.1**, the Depositor shall, by accepting the Goods, grant the Deposittee full and irrevocable discharge for the proper execution of all his obligations.

Article 8

Obligations/Information Depositor: Electing Domicile - Matrimonial Property Regime / Identification - Packing the Goods - Excluded Goods - Dangerous Items - Vermin - Safekeeping of Motor Vehicles - Compliance with Depositor Obligations

Electing Domicile

8.1 All notifications and notices, exchanged between the parties in relation to this agreement, shall only be valid if made at the address included in the agreement.

The Depositor shall inform the Deposittee, by means of a registered letter, on any changes to his residence, both in Belgium and abroad.

In the event the Depositor has an address abroad, he shall elect domicile at an address in Belgium.

In the absence of electing domicile in Belgium, the Depositor shall elect domicile at the Royal Public Prosecutor's office of the Deposittee's registered office.

Matrimonial Property Regime / Identification

8.2 The Depositor(s) shall communicate his or their matrimonial property regime to the Deposittee, the proxies the nature and scope of their mandate. The Deposittee may request the Depositor to submit a valid identity document (passport or ID card).

Packing the Goods

8.3 All Goods to be stored shall be decently and orderly packed, in the for these Goods appropriate packaging, by and at the expense of the Depositor. Goods that are not packed shall not be accepted for safekeeping.

Small items shall be packed in an efficient manner by the Depositor. Including linen, clothes, shoes, blankets, curtains, wallpaper, lace, pillows etc. The Depositor shall appropriately close off, lock or seal the packages. Only the number of boxes, suitcases, cardboard boxes etc. shall be included in the inventory.

The lighting devices shall be entirely disassembled and packed in boxes, crates or appropriate packing material, by and at the expense of the Depositor. In the absence thereof, the Deposittee shall not be liable for damages resulting therefrom, except in the event of fraud or error by himself, of which the burden of proof shall rest with the Depositor.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Wines, liqueurs and other non-dangerous liquids must be packed separately and appropriately. The Deposittee shall not be bound to do more than returning the number of boxes included in the inventory.

Excluded Goods

8.4 The Depositor shall explicitly declare that the Goods do not contain any prohibited products (drugs, weapons etc.), are non-perishable, do not contain any dangerous, flammable or harmful substances, cannot damage any other stored Goods or (could) in some way represent danger for public health or safety. The Deposittee shall have the right to refuse Goods that are inappropriate for his storage location.

Dangerous Items

8.5 It is strictly forbidden for the Depositor to leave, in the stored Goods, any dangerous items such as but not limited to: matches, rounds, gunpowder, fuel, gas and aerosol bottles, grease, flammable products, vermin or items that could cause damage.

Vermin

8.6 Any household Goods that seem affected by vermin when entering the storage location, may be refused or cleaned at the Depositor's expense.

Safekeeping of Motor vehicles

8.7 In the event of safekeeping of motor vehicles, the Depositor shall ensure a protective container is provided for possible oil or fuel leaks. In order to avoid fire hazards, the fuel in the tank must be reduced to an absolute minimum. The Depositor shall also ensure that the vehicle's battery is disconnected.

Penalties for Non-Compliance with Dispositions

8.8 If it is found that the Depositor has not fulfilled his obligation as intended in article **2.1** and **2.2**, the possible damage and/or costs resulting therefrom shall be borne by the Depositor. The Deposittee shall be entitled to clean, remove and/or destroy the Goods excluded from storage, for the Depositor's account.

Article 9

Liability Deposittee

During the safekeeping, the Deposittee shall take care of the Goods like a 'prudent man'. Except in the case of Force Majeure and in the cases described below in the articles **10.4**, **10.5**, **10.6** and **10.7**, the Deposittee shall be liable for loss and damage caused to the stored Goods.

Article 10

Damage to Goods: Reporting Damage - Inventory - Limited Liability - Exclusion of Liability - Force Majeure

Reporting Damage

10.1 Under penalty of forfeiture, each complaint against the Deposittee shall have been the subject of remarks, timely communicated by the Depositor:

- in the event of visible damage: immediately on the inventory list upon collection of the Goods. In the event the Depositor does not notify of visible damage within the specified time, the Depositor shall be deemed to have received the Goods in the condition in which they were delivered to the Deposittee, unless evidence to the contrary is provided.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

- 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 Depositor does not notify of non-visible damage within the specified time, the Depositor shall be deemed to have received the Goods in the condition in which they were delivered to the Depositee, unless evidence to the contrary is provided.

Inventory

10.2 The inventory, in accordance with article **2.1** drawn up when the removal Goods entered the storage location and approved by the Depositor, shall be the only permissible proof in the event of damage or deficit. The Depositee shall only be liable for damage and/or loss that is the direct consequence of his proven fault. In any case, the burden of proof of the Depositee's liability and the scope of the damage shall rest with the Depositor.

Limited Liability

10.3 The Depositee's liability shall, in the event of loss of or damage to the items delivered for safekeeping, caused by the Depositee, be limited to €125 per cubic meter of the lost or damaged items. The Depositee's liability shall in no case be limited in the event of intent and/or gross fault and/or gross negligence.

Exclusion of Liability

10.4 The Depositee shall not be bound to, when the Goods arrive or during their storage, check the Goods and/or check whether they are suited to be stored or check if they comply with the legal provisions and/or provisions and/or limitations of the articles **8.4** and **8.5** of these "BCR Safekeeping Terms & Conditions".

The Depositee shall never be liable for any possible damage in the event the storage of the Goods would be inappropriate, unsafe or illegal, nor in the event the Goods, by their nature or their packing method, should not be stored in the agreed manner.

10.5 Any packing carried out by the Depositor shall, in any case, fully relieve the Depositee of his liability for the contents and the condition of the packages, bags etc.

The Depositee shall not be bound to do more than returning these packages, bags etc. with their packaging in the same external condition as the one in which they were received by the Depositee and described in the inventory.

10.6 The Depositee shall not be liable for any damage caused by vermin, unless in the event of proven fault. The Depositee shall also be relieved of any liability in the event of damage resulting from the nature of the Goods themselves or from a hidden fault of the Goods, due to oxidation of metals, due to leaking liquids, in the event of damage to lead glass or in the event of damage to molding, in the event of damage to the functioning of music and scientific instruments, radio and television devices, electrical devices, electrical household appliances, watches, clocks etc. The same shall apply to tears, cracks or breaking of paintings, carpets or other similar products.

10.7 Stuffed animals, live plants, mats made from animal skins and other organic products shall be stored without the Depositee accepting any liability. The Depositee shall reserve the right to destroy these Goods, without prior notice to the Depositor, in the event the Depositee deems the Goods' presence is likely to cause damage to other items.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Force Majeure

10.8 Force Majeure is understood to mean: all circumstances beyond the control of the Depositee and which make it humanly impossible for him to fulfill his obligations.

10.9 In particular, the Depositee shall not be liable for: the direct and indirect consequences of war, revolution, civil and political unrest, acts of terror, riots, strikes, crashing aircrafts, government measures, all direct and indirect consequences of (pan) epidemics and quarantine, lightning, fire, floods, snow, ice, thunderstorm, storm code orange and gusts of wind code red, tornadoes, crashing aircrafts, closure of thaw barriers, usage of perpendicular roads, storage in station, airports or customs etc., when these circumstances are inevitable and render the Safekeeping Agreement's proper execution unreasonably onerous.

Temporary impediment

10.10 In the event that the performance of obligations under the Safekeeping Agreement is temporarily prevented as a result of Force Majeure, the Force Majeure will only result in the performance of those obligations (with the exception of payment obligations) being postponed, and the Force Majeure will not apply as a reason for not fulfilling the Safekeeping Agreement or for terminating the Safekeeping Agreement.

The temporary suspension of the execution of the Safekeeping Agreement 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.

Permanent impediment

10.11 In the event that the performance of obligations under the Safekeeping Agreement is permanently prevented by Force Majeure, either party is entitled to terminate the Safekeeping Agreement without being liable for damages.

Article 11

Damage Claims: Payment to Depositor - Limitation - Suspension

Payment to Depositor

11.1 In the event the Depositee's liability is undeniably determined based on article 9, and the damage is budgeted and established, the damage compensation to the Depositor as described in article 9 shall have to be paid at the latest within fourteen (14) days after drawing up the receipt, in the absence whereof the legal interest shall be due, from the date of the receipt as well as a flat-rate and irreducible damage compensation of 10% of the capital damage amount - with a minimum of €50.

Limitation

11.2 Any legal action against the Depositee shall lapse six (6) months after the day of the return of the Goods.

Suspension

11.3 Under no circumstances, the Depositor may refer to loss, damage or possible delays to suspend, in full or in part, payments due to the Depositee, unless the Depositor's claim is indisputably established and claimable.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Article 12

Liability Depositor

12.1 The Depositor shall be bound to compensate any damage caused by the Goods he has provided for storage, caused or being caused to the storage location and/or any other belongings of the Deposittee. The Deposittee shall be obliged to inform the Depositor of such damage in time, and to provide evidence of this damage.

Article 13

'All risk' Insurance

Limited liability Deposittee

13.1 The liability of the Deposittee is limited, see article **10.3**. Despite all prudence and good care of the Deposittee and / or parties which the Deposittee involves / is obliged to involve performing the services, damage might occur to the stored Goods. The Depositor is therefore advised to take out an «All Risk» insurance so that the damaged Goods are reimbursed at their current value.

An «All Risk» insurance includes insurance for theft, damage, loss, fire, etc., according to the general terms and conditions of the insurer. The insurance value of the Goods that are part of the removal / custody is understood to mean: "in total value" - where applicable with the proportionality rule, which must correspond to the replacement value of the entirety of the Goods that are part of the removal, in the current condition in which the Goods are.

There are different possibilities:

a. Offer BCR: "Verzekerverhuis"

In principle, the insurance broker does not provide «All Risk» insurance for Goods of which he is not familiar with the risk. If the Goods have already been insured with regard to a removal order that was insured via "Verzekerverhuis", the Depositor may request the insurance broker to have the same Goods insured in storage against «All Risk».

b. Offer Deposittee

If the Goods have already been insured in relation to a removal order that has been executed and insured by the Deposittee (in his capacity as a Remover), the Depositor may request the Deposittee to have the same Goods insured in storage against «All Risk».

c. Own insurer

The Depositor shall be entitled to choose his own insurer; in this case, the Depositor 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 Depositor shall also commit to obtain a 'waiver of recourse' from the insurer, on behalf of the Deposittee. If the Depositor is unable to provide proof of such, the Depositor is in any case obliged to hold the Deposittee harmless against his insurer.

No coverage

13.2 In the event the Deposittee's insurer does not want to/cannot insure the Depositor's Goods or does not want to/cannot insure all the Depositor's Goods, the Deposittee shall immediately inform the Depositor.

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

13.3 In the event the Depositor did not explicitly and in writing request the Deposittee to take out an insurance, the Deposittee shall be entitled to assume the Depositor insured

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

the Goods himself, in accordance with the obligations stated in article **13.1** (and opted for **a** or **c**) or does not wish to take out any insurance.

13.4 The Depositor understands that if he does not wish to take out an insurance and that if damage occurs for which the Deposittee is liable, the Deposittee is only obliged to reimburse the Depositor in accordance with the provisions of article **10.3**.

Article 14

Specific Rights – Right of Retention and Lien

14.1 Without prejudice to the rights granted to the Deposittee under the Act of 5 May 1872 revising the arrangements concerning Pledges and the Commission, the Depositor grants the Deposittee (1) a contractually stipulated possessory lien on all Goods it presents to the Deposittee under orders for safekeeping, and (2) all rights provided for in the Belgian Act of 11 July 2013 amending the Civil Code as regards collateral security on movables and repealing various provisions in this respect ('the Pledge Act').

14.2 The Deposittee may exercise its rights of retention and pledge on the said Goods as security for all claims that the Deposittee has and shall have in respect of the Depositor, even if those claims have a different cause than the safekeeping task in question.

14.3 In the event that the payment conditions as provided for under article **16** are not met, as a result of which the Deposittee is obliged to invoke its right of pledge and/or retention, the Depositor must bear all supplementary costs such as the cost of storage, custody and stalling.

14.4 If the guaranteed sums owing for the Goods are not paid by their due date, the Deposittee may, after having sent a reminder letter to the Depositor in accordance with the provisions of the Law of 11 July 2013 on pledges, ask a judge to be allowed to sell all or part of the Goods covered by the right of pledge in order to pay off the outstanding debt. If the judge so orders, the Deposittee 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 Depositor and may be retained from the proceeds of the sale.

Article 15

Items Left Behind

The Depositor shall authorize the Deposittee to, after the expiry of a one (1) year term counting from the day the Deposittee has, by means of a registered letter, requested the Depositor to pick up the Goods, have these Goods sold or assume their ownership, under the Act of 21 February 1983. The Deposittee shall also be entitled to do so within one year after which the Depositor has ceased to pay the compensations part of the safekeeping, and this without prior notice of default.

Article 16

Payment Conditions

16.1 The Deposittee's invoices shall be deemed accepted by the Depositor except where there is substantiated and written protest within fourteen (14) days after the date of the invoice.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

16.2 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 Depositee.

16.3 In the event of non-payment within the specified expiry period, a legal late payment interest 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 €50.

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

Article 17

Processing of Personal Data

17.1 The Depositee undertakes to comply with the applicable legislation on data protection, in particular the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also observe this legislation.

17.2 As the 'Controller', the Depositee processes the identification- and contact data of the Depositor, data related to the household Goods, as well as data related to the loading and unloading address of the Depositor (and its family members) for the purpose of performance of the safekeeping agreement, the keeping of customer records and to manage any disputes.

17.3 The Depositee adopted appropriate measures to guarantee the privacy and security of the personal data. The Depositee will only grant access to the personal data to a few employees only (based on the 'need to know' Principle). The Depositee informs the *Depositor* about how his privacy and rights are guaranteed.

Article 18

Translation of the BCR Safekeeping Terms & Conditions

The present "BCR Safekeeping Terms & 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. These Terms & Conditions shall be transmitted to the Depositor in Dutch, in French or in English, depending on the Depositor's choice.

Article 19

Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void and enforceable provision with a similar economic effect.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.

Article 20

Applicable Law and Competence of the Courts

Applicable Law

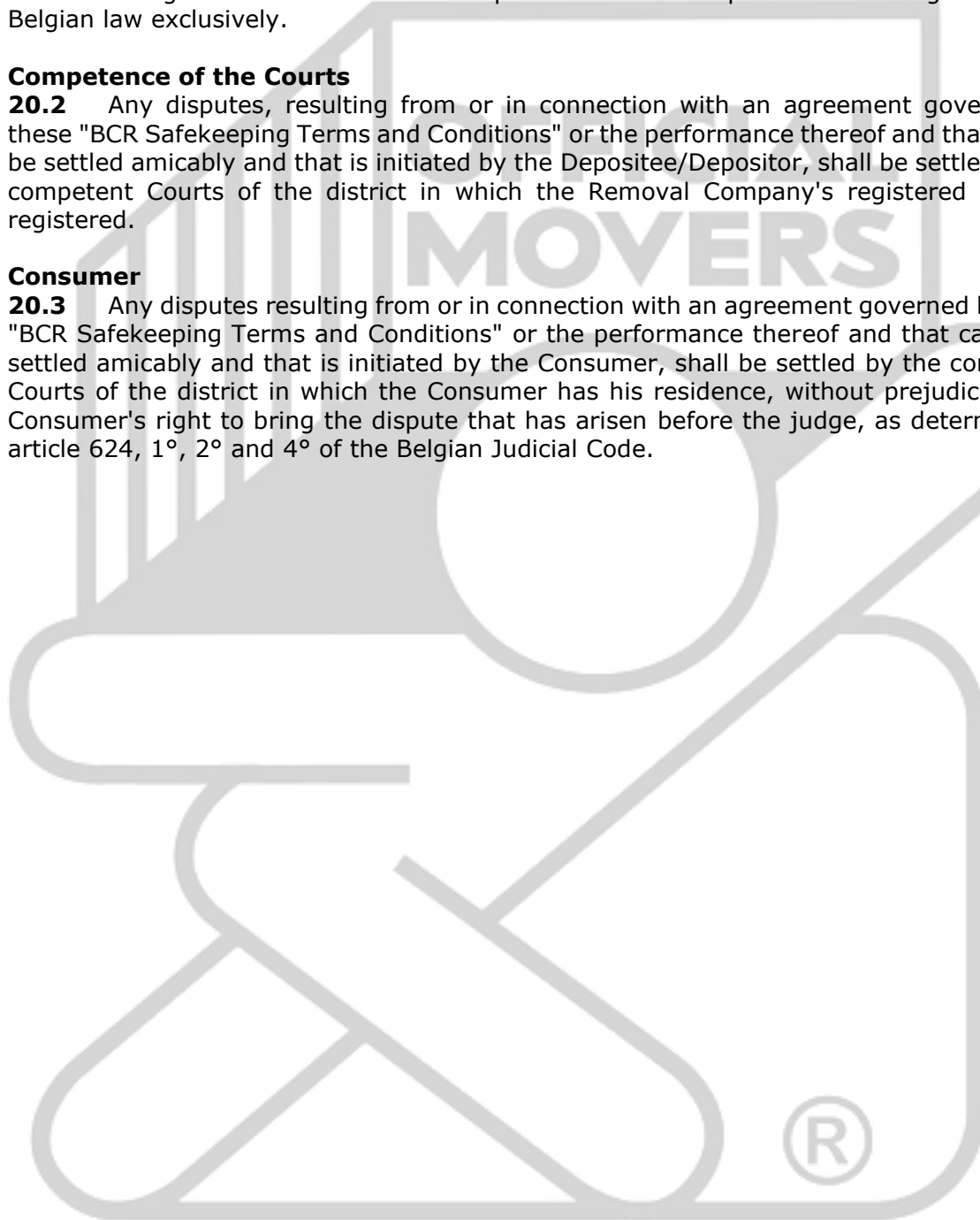
20.1 All agreements between the Deposittee and the Depositor shall be governed by Belgian law exclusively.

Competence of the Courts

20.2 Any disputes, resulting from or in connection with an agreement governed by these "BCR Safekeeping Terms and Conditions" or the performance thereof and that cannot be settled amicably and that is initiated by the Deposittee/Depositor, shall be settled by the competent Courts of the district in which the Removal Company's registered office is registered.

Consumer

20.3 Any disputes resulting from or in connection with an agreement governed by these "BCR Safekeeping Terms and Conditions" or the performance thereof and that cannot be settled amicably and that is initiated by the Consumer, shall be settled by the competent Courts of the district in which the Consumer has his residence, without prejudice to the Consumer'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.



~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels

Phone 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR Safekeeping Terms and Conditions" are published by the Belgian Chamber of Removers. The copyright is owned by the said Chamber. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of these terms and conditions shall only be permitted to the members of the Belgian Chamber of Removers. The permission shall end automatically at the end of the membership. A compensation of €5,000 per violation shall be payable in the event these conditions are used after termination of the membership and/or without the prior permission by the BCR.