

GENERAL TERMS & CONDITIONS
INTERNATIONAL CONSUMER REMOVALS BCR
HEREINAFTER CALLED
THE "BCR INTERNATIONAL REMOVALS TERMS & CONDITIONS"

DEFINITIONS:

- **The Client:** the Purchaser, the trader who offers removal Goods or other movable items for removal;
- **The Client/ the Consumer:** the Purchaser, 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, art. I.1 2° of the Belgian Code of Economic Law, is regarded as a Consumer;
- **The Remover:** the Contractor, approved by the BCR, who performs removals on a professional basis;
- **The Subcontractor:** the entrepreneur who, charged by the 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 Remover and the Consumer, as part of the removal;
- **The Assignment:** (non-exhaustive) regardless of the combination of several actions: packing and/or unpacking, transportation, (re)assembly... of Goods;
- **The Goods:** all movable items that are the subject of the agreement and/or assignment;
- **The BCR:** a Belgian federation for removers that strives for qualitative, correct and professional removal and safekeeping;
- **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/Scope of the BCR International Removals Terms & Conditions

Any offers made by the Remover, any issued Quotations, concluded agreements and the performance thereof, including any (legal) actions carried out as part thereof, shall be governed by these BCR International Removals Terms & Conditions. In the event of contradictions between any provisions included in the Quotation or Purchase Order and these BCR International Removals Terms & Conditions, what is stipulated in the Quotation or Purchase Order shall prevail.

Article 2

Estimate of the Removal - Quotation - Conclusion of the Agreement

Estimate of the Removal

2.1 The 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 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 Remover shall draw up a Quotation.

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

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

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 Remover insofar this is explicitly confirmed by the Remover in writing.

Establishment of the Agreement

2.5 The 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 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 Remover. The acceptance shall be deemed to correctly and fully represent the agreement.

2.6 As long as there is no signed Purchase Order or Quotation, the 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.

2.7 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 - Taxes - Particular Assignments - Information Client - Overtime - Subcontractors - Separate Invoicing

Base Price Removal

3.1 The weight and/or volume of the Goods, the destination (distance) and the duration of the assignment, as stated in the Purchase Order or Quotation, 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 shall apply.

VAT

3.2 In the event the Client is a Consumer the value added tax (VAT) shall be INCLUDED in the Base Price Removal.

In the event the Client is NOT a Consumer, the value added tax (VAT) shall NOT be INCLUDED in the Base Price.

Taxes

3.3 Taxes 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.

Particular Assignments

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

- removing and/or placing fitted carpets;
- taking down and/or putting up curtains;
- taking down and/or putting up mirrors;
- taking down and/or putting up paintings and lighting devices;
- taking out windows in order to lower or lift furniture;
- transporting pianos, safes and other similar equipment;
- packing and/or unpacking wine;

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

The particular assignments to be carried out and their price shall be stated separately in the Purchase Order or Quotation and shall NOT be included in the base price.

Information Client

3.5 The removal price 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 Remover, in accordance with article 8 "Obligations Client", so that the Remover can form a clear understanding of the circumstances under which the agreement must be performed (packing, loading, transportation, unloading etc.).

Overtime

3.6 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 Remover, overtime shall be calculated based on the company's tariff. The regulation applicable with respect to overtime must be included in the Offer and/or Quotation.

Subcontractors

3.7 Without prejudice to the provisions of article 3, the removal price, and the flat-rate 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.

Separate Invoicing

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 - Additional Costs due to International Provisions - Brexit Clause

Price changes

4.1 The Remover shall only apply price changes that concern legislative amendments, imposed collective agreements, modified fuel prices and transportation related costs, transportation and railway tariffs, exchange rates, but only as a consequence of the tariff changes of the possible Subcontractor(s) and/or third parties, in accordance with the provisions of these general terms & conditions, which require the Subcontractor(s) and/or third parties to apply these changes. The reasons for the price change must be communicated to the Client by the Remover, when the Remover is notified of it. This shall apply to both price increases and price decreases.

Additional Costs due to International Provisions

4.2 The weight of the Goods transported in containers or shipping boxes by road, by rail, using inland waterways or over sea 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 one (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.

(For example: if a freight only weighs one (1) kg yet takes up more than 6000 cm³ in space, the airline may charge an additional cost.)

Brexit Clause

4.3 All costs resulting from the Brexit shall be borne by the Customer. These costs, without this list being exhaustive, relate to:

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

- customs duties, (problems with) customs or other formalities;
- higher transport costs;
- waiting and immobilization times;
- costs due to delay and/or late delivery;
- (additional) bank charges, changed exchange rates;
- and/or other levies imposed.

Delivery periods, arrival and departure dates shall not be guaranteed by the Remover, unless otherwise agreed in advance and in writing. The mere statement by the Client of a delivery date shall not bind the Remover.

Article 5

Termination/Cancellation of the Agreement

The party 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 other party has incurred, yet no less than:

- 10% of the amount of the contract price in the event of termination / cancellation less than one (1) week prior to the agreed performance day;
- 25% 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;
- 50% of the amount of the contract price in the event of termination / cancellation less than three (3) days, but no more than one (1) day prior to the agreed performance day;
- 100% of the amount of the contract price in the event of termination / cancellation less than twenty-four (24) hours prior to the agreed performance day.

Article 6

Performance of the Agreement: Subcontractors - Equipment - Sound Professional

Subcontractors

6.1 The Remover shall have the right to outsource the agreement, in full or in part, to third parties - Subcontractors -, unless this option has been excluded by the Client, explicitly and in writing, prior to the commencement of the agreement.

Equipment

6.2 The performance of the agreement shall commence with the preparation of the equipment, in the Remover's depot. The Remover shall only be obliged to deliver equipment that is necessary for the performance of the agreement. Under all circumstances, the Remover shall reserve the right to use those 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 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 Remover, shall be borne by the Client.

Article 7

Obligations Remover

The Remover shall be obliged to:

- 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;

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

- 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 condition in which they are made available to the Remover for packing or disassembling or for transportation;
- load and/or unload the Goods to be moved or have the Goods to be moved loaded and/or unloaded;
- complete a commenced removal without delay;
- follow up the process of the delivery of the Goods to the Client, within the bounds of the possible (possible availability of a tracking option). In the event the delivery of the Goods to be moved is delayed, the Remover shall inform the Client as soon as possible;
- 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;
- perform all linked work activities, against payment of the additional costs resulting therefrom, after explicit approval of these additional costs by the Client, unless this would disproportionately interfere with the removal company's exploitation;
- make the packing material, ordered by the Client for the removal, whether against payment, available;
- 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 Remover, may deem in the Client's interest. The additional costs resulting therefrom shall be borne by the person to whom the hindrance can be attributed;
- indemnify the Client against third party claims that are the consequence of non-compliance with his obligations resulting from these terms & conditions, unless these third-party claims cannot reasonably be attributed to the Remover's non-compliance.

Article 8

Obligations Client: Customs Formalities - Location Plan - Nature of the Goods - Environmental Factors - Right of Disposal of the Goods - Compulsory Presence of Client during Removal - Precautions for Loading and Unloading - Parking Permit(s) - Contradictory Inventory

Customs Formalities

8.1 Without prejudice to the other Client obligations stated in the present general terms & conditions, the Client shall be obliged to submit or deliver, to the 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.

The Remover shall inform the Client in time on which documents are required. 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 Remover or his trustee shall fulfill the customs formalities for the Client and at his expense.

Except in the event the Remover is liable, the Client shall take the full responsibility for the information provided by him, both with regard to the administration and with regard to the 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 Remover for any costs incurred because of this and shall indemnify the Remover for any possible claims that may result from this.

Location Plan

8.2 The Client shall be obliged to transmit a location plan to the Remover, prior to the removal. This plan shall indicate the precise location of piece of furniture.

Nature of the Goods

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

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

- valuable Goods and/or items requiring special treatment (such as antiques, art objects, design pieces);
- Goods as described in the specific regulation of article **9.2**;
- heavy Goods and Goods with deviating dimensions, requiring the usage of lifting devices and/or cranes,

without this list being exhaustive.

Environmental Factors

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

He shall accurately indicate the positioning and arrangement of the buildings.

The Client must indicate:

- whether or not there is easy access for the removal truck 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;
- if there is a lift and if this lift may be used by the Removers;
- 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.

Compulsory Presence of Client during Removal

8.6 The Client or his trustee must be 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 home during the work activities, the Remover shall not be held liable for any claims arising from the absence of the Client, agent or trustee, unless it concerns damage resulting from an error by the Remover.

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

Precautions when Loading and Unloading

8.7 The Client or his trustee shall take all necessary precautions so that the Remover's vehicles can be loaded or unloaded immediately upon arrival. Any consequences and additional costs that are the result of not taking these precautions shall be borne by the Client. In the event the Remover is the cause of the fact that the Remover cannot immediately load and/or unload, the Remover shall bear all consequences and additional costs.

Parking Permit(s)

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

8.8 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 Remover offers his services for this reservation, the costs for the reservation shall be borne by the Client. The 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.

Contradictory Inventory

8.9 In the event the Client wishes to have a contradictory inventory drawn up of the Goods to be moved, he shall inform the Remover at least three (3) days prior to the removal. The Remover shall instruct a specific employee with the assignment. The costs for drawing up this inventory shall be borne by the Client and shall be communicated to him beforehand. Any other inventory submitted to the Remover shall under no circumstances bind the Remover.

Article 9

Goods excluded from the Removal - Specific Regulation for Valuable Goods - Personal Items - Penalties for Non-Compliance with Provisions

Goods excluded from the Removal

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

- narcotics, weapons;
- Goods subjected to a license requirement;
- fur, living animals, plants;
- liquids and Goods of which it is known that they pose risks of fire, explosion or damage to other Goods, such as phosphor, petrol, coal, matches, pigments, accumulators, acids or corrosive substances;
- in general, all substances or liquids likely to damage the equipment or the moved Goods;
- Goods that are specifically prohibited by the destination country.

Specific Regulation for Valuable Goods

9.2 In the event the Client wishes to offer golden items, jewels, noble metals, paper money, old coins, securities, titles and stamp collections for removal, a specific regulation shall apply for these items. The Client shall clearly describe the concerned Goods on an inventory list and transmit this list to the Remover. For these Goods, extra security shall be provided (specific packaging and/or safe) and they shall be moved separately from the other removal Goods, at an extra cost, after explicit agreement by the Client.

Personal Items

9.3 Personal items and underwear shall be packed by the Client, without intervention by the Remover.

Penalties for Non-Compliance with Provisions

9.4 All risks, loss or damage resulting from the non-compliance with these provisions shall in all cases remain at the expense of the Client. The Client shall compensate and indemnify the Remover for and against any amounts claimed against the Remover by Subcontractors and/or 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 shall, by operation of law and without notice of default, constitute a right to compensation based on the company's tariff. Any rented packaging that is damaged by the Client 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

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

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 Remover may remove the packaging emptied on the last day of the removal.

Article 11

Liability Remover - Delay - Force Majeure

Liability Remover

11.1 Except in the event of Force Majeure, the circumstances beyond the control of the parties and the situations described below in article **12.4**, the 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 by the Remover and/or his Subcontractor(s), with the exclusion of delay caused by third parties.

Delay

11.2 '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

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

11.4 In particular, the Remover shall not be liable for: the direct and indirect consequences of war, revolution, civil and political unrest, acts of terror, riots, strikes, 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 removal assignment's smooth operation impossible.

Temporary impediment

11.5 In the event that the performance of obligations under the 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 agreement or for terminating the agreement. The temporary suspension of the execution of the removal – and related agreements (rental of a ladder lift, a moving lift, a crane etc.) 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

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

Article 12

Complaints in the event of damage to Goods: Reporting Damage - Burden of Proof - Limited Liability - Exclusion of Liability

Reporting Damage

12.1 Under penalty of forfeiture, each complaint against the 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

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

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 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 Remover, unless evidence to the contrary is provided.

Burden of Proof

12.2 In any case, the burden of proof and **the extent of the damage shall** rest with the Client.

Limited Liability

12.3 The Remover's liability shall, in the event of loss of or damage to the **moved Goods**, caused by the Remover, be limited to €125 per cubic meter of the lost or damaged items. The Remover's liability shall in no case be limited in the event of intent and/or gross fault and/or gross negligence.

Exclusion of Liability

12.4 In all cases, the Remover shall be relieved of any possible liability concerning the transportation and treatment of furniture, equipment and items that were packed and/or unpacked by intervening parties other than the Remover and/or his Subcontractors.

The Remover shall also be relieved of all damage and loss caused during the removal that is entirely caused by the Client, a family member, his trustee or a third party, including damage to buildings.

Article 13

Damage due to Delay

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 Client/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.

Article 14

Compensations: Settlement of Damage to Client - Limitation - Suspension of Payment – Contestation of Liability

Settlement of Damage to Client

14.1 In the event of liability of the Remover, based on article **11** or article **12**, and/or in the event article **13** is undeniably determined and the damage is budgeted and established, the compensation to the Client as described in article **12.3** and article **13** respectively 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 compensation of 10% of the capital damage amount - with a minimum of €50.

Limitation

14.2 Without prejudice to the applicable, legally binding rules with regard to limitation, any claim against the 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

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

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

Contestation of Liability

14.4 The 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 15

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 a compensation, by the Client to the Remover, if the Remover provides evidence that 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 Remover, due to the delay.

Article 16

«All Risk» Insurance

Limited liability Remover

16.1 The liability of the Remover is limited, see article **12.3**. Despite all prudence and good care of the Remover and / or parties which the Remover involves / is obliged to involve to perform the services, damage might occur to the moved Goods. The Client is therefore advised to take out an «All Risk» insurance so that the damaged Goods are reimbursed at their current value.

There are different possibilities:

16.2

a. Offer BCR: "Verzekerjeverhuis"

The Client can take out an «All Risk» insurance with "Verzekerjeverhuis", a by the BCR recognized insurance broker specialized in removal insurances. The Client can request the broker to insure the Goods that are part of the removal, in «All Risk», in particular for: theft, damage, loss, fire etc., in accordance with the general terms & conditions of the insurer. The insurance value of the Goods that are part of the removal shall be understood as: 'in total value' - if necessary with the application of the proportionality rule, which must correspond to the replacement value of the entirety of the Goods part of the removal, in the current condition in which the Goods are.

b. Offer Remover

In the event the Remover has taken out a floating policy where the risk coverage and the insured value correspond to the aforementioned, the Client can request the Remover to insure the Goods that are part of the removal in «All Risk».

c. Own insurer

The Client shall be entitled to choose his own 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 recourse' from the insurer, on behalf of the Remover. If the Client is unable to provide proof of such, the Client is in any case obliged to hold the Remover harmless against his insurer.

No coverage

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

16.3 In the event the Removers insurer does not want to/cannot insure the Client's Goods or does not want to/cannot insure all the Client's Goods, the Remover shall immediately inform the Client.

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

16.4 In the event the Client did not explicitly and in writing request the Remover to take out an insurance, the Remover shall be entitled to assume the Client insured the Goods himself, in accordance with the obligations stated in article **16.2 a or c**.

16.5 The Client understands that if he does not wish to take out an insurance and that if damage occurs for which the Remover is liable, the Remover is only obliged to reimburse the Client in accordance with the provisions of article **12.3**.

Article 17

Safekeeping

The transportation of removal Goods and/or furniture to a storage facility shall be subject to the present terms and conditions. Specific provisions for storing removal Goods and/or furniture shall be included in the "BCR Safekeeping Terms & Conditions".

Article 18

Specific Rights

Right of Retention and Right of Lien

18.1 Without prejudice to the rights granted to the Remover under the Act of 5 May 1872 revising the arrangements concerning Pledges and the Commission, the Client grants the Remover (1) a contractually stipulated possessory lien on all Goods it presents to the Remover under orders for removal, 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').

The right of retention allows the 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

18.2 In any event, the Client gives the 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 Remover having sent a registered letter, the 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 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

18.3 In the event that the payment conditions as provided for under article **19** are not met, as a result of which the 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.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

Article 19

Payment Conditions: Protest Invoice - Expiry Period - Suspension of Delivery - Late Payment Interest

Protest Invoice

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

Expiry Period

19.2 The amounts due to the Remover, for whatever reason, shall be payable within fourteen (14) days after the date of the invoice, unless explicitly otherwise agreed.

The Remover shall reserve the right to request from those Clients with removal assignments and shipment dates less than fourteen (14) days into the future, the full advance payment of the removal price. This advance payment must be settled at the latest three (3) days prior to the Goods' departure from Belgium.

Suspension of Delivery

19.3 The Remover shall reserve the right to, with regard to the Goods of which the price has not yet been paid and of which the invoice has not been protested in time, 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.

Late Payment Interest

19.4 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.

Article 20

Processing of Personal Data

20.1 The Remover 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.

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

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

Article 21

Translation of BCR International Removals Terms & Conditions

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

With regard to the translations of the present terms & 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

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.

and interpretation of this text shall prevail over any translation. These Terms & Conditions shall be transmitted to the Client in Dutch, in French or in English, depending on the Client's choice.

Article 22

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.

Article 23

Applicable Law and Competence of the Courts

Applicable Law

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

Competence of the Courts

23.2 Any disputes, resulting from or in connection with an agreement governed by these "BCR International Removals Terms & Conditions" or the performance thereof and that cannot be settled amicably and that is initiated by the Remover, shall be settled by the competent Courts of the district in has arisen before the judge, a2 determined in article 624, 1°, 2° and 4° of the Belgian Judicial Code which the Removal Company's registered office is registered, without prejudice to the Remover's right to bring the dispute that and insofar this doesn't affect the regulation of the judicial competence as provided in the 1215/2012 Decree.

23.3 Any disputes resulting from or in connection with an agreement governed by these "BCR International Consumer Removals Terms & Conditions" or the performance thereof and that cannot be settled amicably and that is initiated by the Consumer, shall be settled by the competent judge, as determined in article 624, 1°, 2° and 4° of the Belgian Judicial Code of the Courts as determined in the 1215/2012 Decree.

~Version 2020~

Belgian Chamber of Removers | Stroobantsstraat 48A | 1140 Brussels
Tel. 02 240.45.70 | Fax 02 240.45.79 | Email info@bkv-cbd.be

These "BCR International Removals Terms & 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 & 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, in full or in part, after termination of the membership and/or without the prior permission by the BCR.