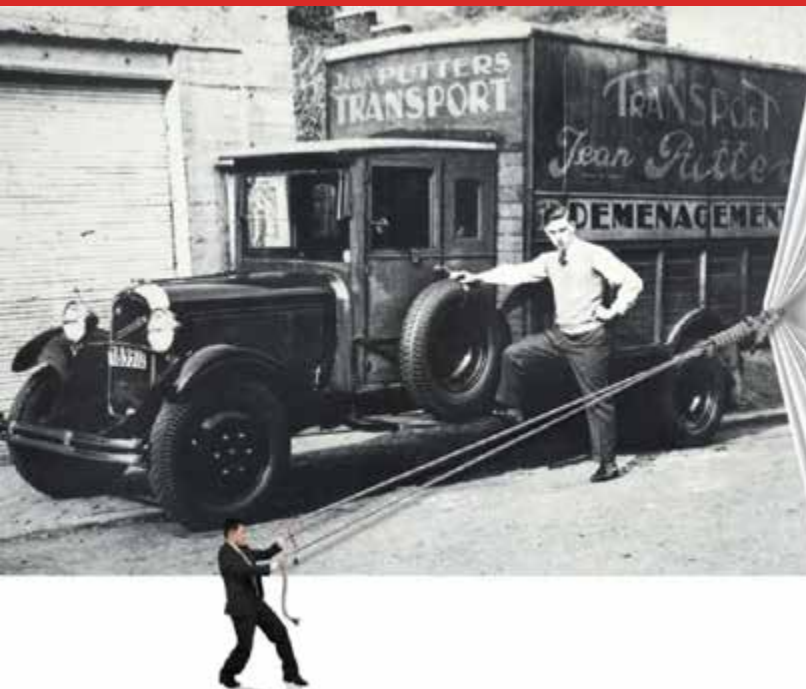


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**GENERAL TERMS & CONDITIONS
NATIONAL & INTERNATIONAL
REMOVALS**



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BCR REMOVAL TERMS & CONDITIONS

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GENERAL TERMS & CONDITIONS NATIONAL & INTERNATIONAL REMOVALS BKV

hereinafter

THE 'BCR REMOVAL TERMS & CONDITIONS'

BUSINESS CUSTOMERS AND PRIVATE CUSTOMERS (CONSUMERS)

These BCR Removal Terms apply to both Business Customers and private Customers (Consumers). Private and Business Customers are collectively referred to with the word "Customer".

- If specific provisions apply to the private Customer, these are referred to with the word "CONSUMER". These specific provisions supplement or deviate from the provisions applicable to the Business Customer and only apply to the "CONSUMER".
- If specific provisions only apply to the Business Customer, then the word 'Business' is added before 'Customer'. These specific provisions supplement or deviate from the provisions applicable to the CONSUMER and only apply to the "Business Customer".

An expatriate is a Customer who is employed abroad by his employer. An expatriate whose removal is contracted and/or paid for by his employer is considered a Business Customer.

If a Customer initially identifies as a Consumer but later indicates that the services provided should be invoiced to a company with a VAT number, this Customer will be considered as a Business Customer, who can no longer derive rights from the position of a Consumer.

This service is legally **NOT** subject to a right of withdrawal for the Consumer.

NATIONAL AND INTERNATIONAL REMOVALS

These BCR Removal Terms & Conditions apply to both national and international removals. A national removal is understood to mean: a removal within the borders of Belgium. An international removal is understood to mean: a removal outside the Belgian borders or a removal from abroad to Belgium. All provisions apply to all removals, whether national or international removals, unless specific provisions apply to the national removal, in which case they will be indicated by the word "NATIONAL". If specific provisions apply to the international removal, they shall be referred to by the word 'INTERNATIONAL'. These specific provisions supplement or derogate from those applicable to the national or international removal. If specific provisions apply **ONLY** to the international removal, this will be clearly indicated.

DEFINITIONS

THE CUSTOMER: the client, any (natural or legal) person who acts for himself (either for his/her private and/or social interests and/or professional purposes) or acts for, including but not limited to, a legal entity, de facto association, government agency or any other entity offering removal goods or other movable goods to the Remover.

CUSTOMER/BUSINESS CUSTOMER: the client who is not a Consumer.

THE CUSTOMER/CONSUMER: the client, any natural person who acts for purposes which are outside his trade, business, craft, or professional activity and who is considered a Consumer in accordance with Book I, Title 1, Article I.1 2° of the Belgian Economic Code ("WER").

THE REMOVER: the contractor acknowledged by the BCR, who performs removals as a professional activity.

SME: any company that, at the time of application of these BCR Removal Terms & Conditions, meets the criteria referred to in Article 1:24, § 1, of the Belgian Companies and Associations Code.

THE SUB-CONTRACTOR: the contractor who, charged by the Remover, undertakes to perform assignments (disassemble - if necessary/required, packing, loading, transportation by road, railway, water and air, storage, unloading, unpacking, (re)assemble- if necessary/required.)

THE PURCHASE ORDER FORM/QUOTATION: the document attached to these BCR Removal Terms & Conditions, summarising the agreements made and the price thereof, signed by both parties, which implies their acceptance of the agreements concerning the removal as contained therein.

THE REMOVAL AGREEMENT: the agreement between the Remover and the Customer which is concluded upon the signing of the Purchase Order and/or Quotation by the Customer and the Remover and which governs the legal relationship between the Customer and the Remover.

THE ORDER: (not exhaustive) irrespective of the combination of several actions, namely: packing and/or unpacking, transportation, (re)assembly, ... of Goods.

THE GOODS: all movable items, which are the subject of the agreement and/or assignment.

THE BCR: a Belgian professional federation for Removers and Service Providers, which advocates for high-quality, correct, and professional removals, lift services, safekeeping and self- storage.

WORKING DAYS: all calendar days with exclusion of Sundays and legal bank holidays. If a term, expressed in working days, ends on a Saturday, it shall be extended to the next working day.

ARTICLE 1 – APPLICABILITY OF THE BCR REMOVAL TERMS & CONDITIONS

1.1 Applicability

All Offers made, Quotations submitted, agreements concluded into and the performance thereof by the Remover within the framework of a removal, including all (legal) acts performed within the context thereof, are governed by these BCR Removal Terms & Conditions. If any provisions in the Quotation or Purchase Order conflict with these BCR Removal Terms & Conditions, that which is stated in the Quotation, Purchase Order Form or Removal Agreement will prevail.

1.2 Acceptance BCR Removal Terms & Conditions - BUSINESS CUSTOMER

These BCR Removal Terms & Conditions are substantial for the performance of the agreement. These BCR Removal Terms & Conditions are deemed to have been fully accepted by the Business Customer. Acceptance of these BCR Removal Terms & Conditions also implies that the Customer renounces the application of its own conditions. Comments on the BCR Removal Terms & Conditions or the transfer of other general conditions by the Business Customer are arranged as follows:

- if this happens at the time of acceptance of the Offer or just before the start of the work, these will NOT be taken into account.

After all, in such a case there can be no question of effective knowledge and acceptance of the comments or the other general terms and conditions.

The agreement is thus concluded with the BCR Removal Terms & Conditions as attached to the Purchase Order Form/Quotation.

- if this is submitted before the acceptance of the Purchase Order Form/Quotation, a written response will be provided as soon as possible.

The parties undertake to do what is necessary within a reasonable period, taking into account the (timely) execution of the work/delivery, to reach an agreement in good faith on the elements that would be under discussion.

In such a case, the agreement will be concluded either in accordance with the conditions negotiated between the Parties or without application of the comments formulated by the Customer and without the incompatible clauses of the general conditions of the two Parties.

ARTICLE 2 – SERVICES

2.1 Object of the service

The service consists of (non-exhaustive), several actions regardless of the combination, namely: packing and/or unpacking, transport, (dis)assembly, ... of the Goods and is included in the Purchase Order Form or Quotation. Should the Remover be requested to perform the entire packing of the Goods, the packing materials for the Goods to be packed shall also be included.

2.2 Performance of the Agreement

The performance of the agreement begins with the preparation of the material in the warehouse of the Remover. The latter shall be obligated to supply only the materials necessary for the performance of the agreement. Under all circumstances, the Remover reserves the right to use the means of transport and handling which it considers the most practical and least expensive, insofar as this does not affect the essence of the services to be provided.

BCR REMOVAL TERMS & CONDITIONS

2.3 Optional assignments

At the request of the Customer, the Remover may perform certain work associated with the removal, such as

- removal and/or laying of fitted carpets.
- taking down and/or hanging up curtains.
- taking down and/or hanging up mirrors.
- taking down and/or putting up paintings and lighting equipment.
- the removal of windows to lift or lower furniture.
- transportation of pianos, safes, and other similar equipment.
- packing and/or unpacking of wine.
- the use of the drill.
- handyman services.

These optional assignments and their price are listed separately in the Purchase Order Form or Quotation and are not part of the basic services, nor are they included in the basic removal price.

2.4 Goods excluded from the removal

2.4.1 NATIONAL - ABSOLUTE PROHIBITION

The Customer is prohibited from offering the following objects for removal to the Remover:

- narcotics, weapons;
- fur, live animals, plants;
- ivory and items made from reptile skins (e.g., snake and crocodile skin).
- liquids and Goods which present a generally known risk of fire, explosion, or damage to other Goods, such as phosphorus, petrol, coal, matches, dyes, accumulators, acids, or corrosive substances.

2.4.2 NATIONAL – EXPRESSLY AGREED

Unless expressly agreed in writing, the Customer is prohibited from offering the following objects for removal to the Remover:

- Goods subject to authorisation;
- in general, all substances or liquids likely to cause damage to the equipment and/or the Goods to be moved.

2.4.3 INTERNATIONAL

The Goods excluded from the national removal are likewise excluded for the international removal. Each country has specific regulations concerning prohibitions and restrictions on the import and export of Goods. In any event, the Customer has a duty to investigate. The Remover advises the Customer which are the prohibited and restricted Goods to import, so that they are not part of the removal and problems (costs, fines, confiscation) with the authorities can be avoided.

2.5 Personal items

Personal items and underwear must be packed by the Customer, without any intervention by the Remover.

2.6 Special arrangement for valuable goods

If the Customer wishes to offer gold objects, jewellery, precious metals, paper money, old coins, securities, titles and stamp collections for removal, a special arrangement shall apply to these objects. The Customer shall clearly describe the Goods concerned on an inventory list and hand over this list to the Remover at least three (3) working days before the loading date. These Goods shall be specially secured (special packaging and/or safe) and they shall be moved separately from the other removal Goods at an additional cost, subject to the express consent of the Customer.

2.7 Penalties for non-compliance

All risks, penalties, loss (including destruction, confiscation) or damage arising from a failure to comply with the provisions of article 2 shall be borne by the Customer. The Customer shall indemnify the Remover and hold it harmless from and against any amount to which the Remover is sued by third parties for failure to comply with these provisions, except in the case of gross negligence and/or gross misconduct on the part of the Remover.

ARTICLE 3 – AGREEMENT

3.1 Estimate of the removal

The Remover shall estimate the scope of the removal prior to submitting the Quotation. This estimate shall be made either based on the findings of the pre-move survey, whereby the Remover shall visit the Customer on location to estimate the volume and/or weight of the Goods or based on a virtual tour of the home and/or based on the packing lists/inventory and/or photographs of the Goods as provided for by the Customer.

3.2 Quotation

Based on its findings (see article 3(1)), the Remover shall draw up a Quotation. The removal price is calculated based on the information supplied by the Customer by means of the checklist. Consequently, the Customer is obliged to provide the Remover, correctly and in full, with all requested and/or useful information, so that the Remover can form a clear understanding of the circumstances under which the contract must be performed (packing, loading, transport, unloading, degree of difficulty, etc.).

3.3 Conclusion of the Agreement

Either, upon receipt of the Customer's consent to the Quotation, the Remover draws up a Purchase Order Form, signs it for approval and sends it to the Customer. The agreement is concluded when the Customer signs and returns the Purchase Order form to the Remover unchanged and within the period of validity. The acceptance is deemed to represent the agreement correctly and in full.

Either, the Customer signs the Quotation for approval. The removal agreement is concluded when the Customer signs the Quotation, unchanged, for acceptance within the period of validity and returns it to the Remover. The acceptance is deemed to represent the agreement correctly and in full.

3.4 Deviant offer

A request by the Customer which differs from a Quotation submitted by or on behalf of the Remover shall be regarded as a rejection of that Quotation and does not bind the Remover.

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3.5 (Breaking off the) negotiations

Except in the event of faulty behaviour, the Remover is, as long as the Purchase Order Form or Quotation have not been signed, entitled to terminate the negotiations with the Customer. In such event the Remover is not obligated to motivate its decision nor is it liable for any compensation or to continue the negotiations.

Except in the event of faulty behaviour, the Customer is, as long as the Purchase Order Form or Quotation have not been signed, entitled to terminate the negotiations with the Remover. In such event the Customer is not obligated to motivate its decision nor is it liable for any compensation or to continue the negotiations. As long as the Purchase Order Form or Quotation has not been signed, the Customer may not enforce the performance of the agreement, nor is the Remover obligated to prepare or schedule the Removal.

ARTICLE 4 – PRICE OF THE REMOVAL

4.1 Basic removal price

The volume and/or weight of the Goods, the removal destination (distance) and the duration of the order as stated in the Removal Agreement, as well as the information provided by the Customer by means of the checklist, shall serve as the basis for calculating the removal price.

Unless expressly stipulated otherwise, this price is not determined on a flat-rate basis and the company's rate is applicable.

If the actual volume/weight differs from the estimated volume/weight (e.g., if the Customer adds extra items/ forgot to mention goods etc.), the price will be (re)calculated by applying the company's rate to the estimated volume/weight.

4.2 VAT

4.2.1 VAT - Business Customer

If the Customer is a Business Customer, Value Added Tax (VAT), if due, is **NOT INCLUDED** in the basic removal price.

4.2.2 VAT - CONSUMER

If the Customer is a Consumer, Value Added Tax (VAT), if due, is **INCLUDED** in the basic removal price.

4.3 Taxes - INTERNATIONAL

4.3.1 Taxes - INTERNATIONAL - Business Customer

If the Customer is a Business Customer, all other taxes and service charges which the Customer is obligated to pay are **NOT INCLUDED** in the removal price.

4.3.2 Taxes - INTERNATIONAL - CONSUMER

If the Customer is a CONSUMER, all other taxes and service charges which the Consumer is obligated to pay are **INCLUDED** in the removal price.

If taxes and costs are not reasonably known at the time of concluding the agreement or are unforeseen, they shall be charged to the Consumer afterwards.

4.4 Overtime

The established prices are calculated based on the daily services stipulated by law and/or by collective labour agreement.

Unless otherwise agreed at company level, overtime in the removal industry is defined as follows:

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

The overtime shall be charged to the Customer afterwards if it has been worked at the Customer's request or through its fault. The regulations applying to overtime are included in the Offer and/or Order form.

4.5 Supplementary costs

4.5.1 Supplementary costs - INTERNATIONAL

All unforeseen costs shall be borne by the Customer.

These costs, without this list being exhaustive, relate to:

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

These supplementary costs may be charged separately and subsequently to the Customer.

4.5.2 Supplementary costs - extra weight

The weight of the Goods transported by road, rail, inland waterways or sea in containers or sea chests is fixed at a maximum of 100 kg per m³. Any extra weight will be charged separately per 100 kg or part thereof.

Goods transported by airfreight are subject to a different rate calculation than the freight costs. The freight costs are influenced by the amount of space the shipment occupies, or the dimensional weight, whereby one (1) kg of freight may contain a maximum of 6000 cm³. If the dimensional weight is higher than the weight in kg, then this dimensional weight applies as the calculation basis for the rate.

(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.)

These supplementary costs may be charged separately and subsequently to the Customer.

4.5.3 Advanced costs

The Remover shall not be expected to provide security out of its own resources for payment of duties, levies, taxes or any obligations whatsoever, should these be required by third parties.

Should the Remover nevertheless have provided security from its own resources, in such event the Client must repay these advanced costs, made for the benefit of its Goods and/or the smooth running of the removal assignment to the Remover. The Remover shall submit all related evidence.

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ARTICLE 5 – PRICE CHANGES

5.1 NATIONAL

The Remover is entitled to implement price changes, which are independent of the Remover’s will or its subcontractors and which relate to imposed collective labor agreements, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items.

The reason for the price change must be communicated to the Customer at the time when the Remover becomes aware of it. This applies to both price increases and price reductions.

5.2 NATIONAL - CONSUMER

Free of charge cancellation

The Remover shall be entitled to implement price changes within three (3) months of the agreement’s conclusion which are beyond the control of the Remover or the subcontractor and which relate to imposed collective labor agreements, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items.

Should the Remover implement price changes after three (3) months of the agreement’s conclusion, the Consumer shall be entitled to terminate the agreement free of charge.

5.3 INTERNATIONAL

The Remover shall be entitled to implement price changes which are submitted by the subcontractor, provided that the subcontractor proves these price changes and they appear to be unavoidable and which the Remover cannot refuse with a view to the interests of the Customer and/or timely performance of the contract (e.g. no alternative solution is available).

The reason for the price change must be communicated to the Customer at the time when the Remover becomes aware of it. This applies to both price increases and price reductions.

5.4 INTERNATIONAL - CONSUMER

Free of charge cancellation

Should the Remover implement price changes after three (3) months of the agreement’s conclusion, the Consumer shall be entitled to terminate the agreement free of charge, unless the Goods have already been loaded/in transit.

ARTICLE 6 – CUSTOMS FORMALITIES – INTERNATIONAL

Without prejudice to other obligations incumbent on the Customer in these Removal Terms & Conditions, the Customer is obligated to hand over or deliver to the Remover all documents necessary for dispatch, receipt, and customs formalities, duly completed, at the latest three (3) working days before the removal.

The Remover shall provide the Customer with the necessary information in good time regarding which documents are required. Where necessary, the Customer shall present himself in person to the customs authorities at their first request. Customs formalities are always carried out in accordance with the information and documents provided by the Customer. Unless the contrary is stipulated, the Remover or its agent shall perform the customs formalities on behalf of and at the expense of the Customer. Except where the Remover is liable, the Customer bears full responsibility for the information provided by

him, both with respect to the Administration and with respect to the Remover or any third party. The Customer alone shall bear all consequences arising from any false, incomplete, late, or by mistake incorrectly provided information and/or documents supplied by him. He shall compensate the Remover for all costs incurred as a result and indemnify it against any claims which may arise as a result.

ARTICLE 7 – OBLIGATIONS OF THE REMOVER

The Remover is obligated:

- to receive the Goods to be moved, with due observance of the provisions of article 9, at the agreed place and time.
- to deliver the Goods to be moved or have the Goods to be moved delivered at the location to be designated by the Customer in the condition in which they are made available to the Remover for packing and/or disassembling or for transportation.
- to (have) the Goods to be moved loaded and/or (have) the Goods unloaded.
- to complete a commenced removal without delay.
- to monitor the progress of the delivery of the Customer's Goods to the extent possible. Should the delivery of the Goods be delayed, the Remover shall notify the Customer of this as soon as possible.
- if such has been agreed in writing, to disassemble or have disassembled the Goods which, in view of their nature and/or the method of transport, should be disassembled and/or packed and to unpack and/or assemble them at their destination.
- against payment of the additional costs arising therefrom, after explicit approval of such additional costs by the Customer, to perform all related work unless this would disproportionately interfere with the removal company's exploitation.
- to provide the Customer with the packing material ordered for the removal, whether against payment.
- to request instructions from the Customer if for any reason whatsoever the performance of the removal is or becomes impossible and, failing such instructions, take all measures he, as diligent Remover, may deem to be in the interests of the Customer. The additional costs arising therefrom shall be borne by the party to whom the hindrance is attributable.
- to indemnify the Customer against claims from third parties resulting from a failure to perform its obligations unless such claims from third parties cannot reasonably be attributed to the Remover.

ARTICLE 8 – CUSTOMER OBLIGATIONS

8.1 Implantation plan

The Customer is required, at the latest three (3) working days prior to the removal, to provide the Remover with a implantation plan. This plan indicates the exact location of each item to be moved. Should the Customer not be able to submit this plan in good time, the Customer shall ensure that he himself or an agent is present during the removal to indicate the correct location of the Goods. Should the Customer not have submitted a implantation plan, nor be present or represented during the removal, the Remover cannot be held liable for the incorrect location of the Goods.

8.2 Nature of the Goods

The Customer is obligated to complete the checklist sent to it by the Remover completely and correctly. The checklist shall, in particular, draw the attention of the Remover to the nature of the Goods, inter alia:

.....

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- (valuable) Goods and/or objects requiring special treatment (such as antiques, works of art and design objects, but also defective Goods).
- Goods as described under the special arrangement of article **2(6)**.
- heavy Goods and Goods of deviating/abnormal dimensions which require the use of ladder lifts, hoists and/or cranes, without this list being exhaustive.

8.3 Defective Goods

The Remover shall have the right to refuse to move defective Goods. Defective Goods are those Goods of which the Remover may reasonably assume that manipulation and/or transport of such Goods will more than likely result in (further) damage.

8.4 Surrounding factors

The Customer must honestly and completely indicate all factors that may influence the normal work or increase the degree of difficulty.

For example, he must accurately represent the location and arrangement of the loading/unloading address.

8.4.1 Loading/unloading address

The Customer must indicate:

- whether or not there is easy access for the removal truck and the removal lift.
- whether the Customer must be moved from a residence that is located above a terrace and/or shop (with bicycle racks), which means that the removal truck cannot be parked in front of the door.
- what the maximum load capacity of the ramp is.
- whether the windows and doors are wide/high enough to bring the larger objects in/out.
- whether the stairs- in the house and in the common hallway are wide enough.
- whether there is a lift, and whether it may be used by the Remover.
- whether the facades and/or balconies of the building can withstand professional placed ladder lifts.
- what the maximum floor load is on the floors at the loading/unloading address.

8.4.2 Surroundings

The Customer must indicate:

- whether any public works are being carried out that could impede the removal.
- whether there are any low-hanging branches and/or other obstacles that could impede the passage of the removal truck and/or removal lift.
- whether there is a passageway that is (too) low and obstructs the access of the removal truck (bridge/ viaduct).
- whether there is public transport in the street of the loading/unloading address.
- whether there is any police regulation applicable in the street of the loading/unloading address that may hinder the execution of the removal.
- whether verges must be crossed.
- if any dirt roads, canals/ditches, or other obstacles need to be crossed, without this list being exhaustive.

All consequences (delays, costs, fines) of concealment, negligence, or mistakes in this regard by the Customer or his agent shall be borne by the Customer.

8.5 Right of disposal of the Goods

The Customer declares that it has the legal right to dispose of all the Goods to be removed and that the Goods are not subject to seizure. The Customer shall indemnify the Remover and hold it harmless from any claims by third parties against the Remover should it appear that the Customer is not entitled to dispose of the Goods.

8.6 Mandatory presence of the Customer during the removal

The Customer or his agent must be present throughout the entire duration of the work: packing, loading, unloading, unpacking including the time spent on breaks and/or meals. Should the Customer, his agent or his representative nevertheless leave the residence during the performance of the work, the Remover shall not be held liable for any claim arising from the absence of the Customer, his agent, or his representative, unless the damage is caused by a demonstrable error by the Remover.

The Customer, his agent or his representative must personally ensure that nothing is left behind in the home he leaves. The Customer alone shall bear the consequences of noncompliance with these provisions.

8.7 Precautions when loading and unloading

The Customer or his agent shall take all necessary precautions to ensure that the Remover's vehicles can be loaded or unloaded immediately upon arrival. All consequences and additional costs arising from a failure to take such precautions shall be borne by the Customer. Should the Remover itself be responsible for the fact that it is unable to load and/or unload immediately, it shall bear all the consequences and additional costs arising therefrom.

8.8 Parking permit(s)

The Customer shall bear the costs of the necessary reservation of spaces for the purpose of parking the removal van and/or the hoisting devices, where the police regulations so require. Should the Remover offer its services for this reservation, the costs of the reservation shall be borne by the Customer.

The Remover cannot be held responsible for delays resulting from parking prohibition signs not being placed or incorrectly placed. Any delay caused by the failure to place or incorrect placing of parking prohibition signs and/or by wrongly parked cars shall be borne by the Customer.

The Customer shall at all times indemnify the Remover against all claims by third parties resulting from the Customer's failure to perform his obligation.

8.9 Contradictory Inventory

Should the Customer wish to have a contradictory inventory drawn up of the Goods to be moved, he shall notify the Remover at least three (3) working days before the removal. The Remover shall then appoint a special employee to perform the task. The costs of drawing up this inventory shall be borne by the Customer and shall be notified to him in advance. Any other inventory that is submitted to the Remover shall not bind the latter in any way.

BCR REMOVAL TERMS & CONDITIONS

ARTICLE 9 – SUBCONTRACTING

9.1 Subcontracting

The Remover is entitled to subcontract the agreement in whole or in part to subcontractors. The agreement shall specify, as far as possible, the subcontractors to be engaged. The Remover shall inform the Customer as quickly as possible of these subcontractors, where this could not have been foreseen at the time the agreement was concluded, and of any changes in this respect.

9.2 NATIONAL - CONSUMER

This provision shall not apply if the possibility of subcontracting is expressly excluded in writing by the Consumer at the commencement of the Removal Agreement.

9.3 INTERNATIONAL

The Remover shall be permitted to subcontract the Removal Agreement in whole or in part to subcontractors. The agreement shall specify as far as possible the third parties and/or subcontractors which are to be used. Where this could not have been foreseen at the time the contract was concluded, and where there are any changes to the agreement, the Remover shall inform the Customer of these subcontractors and/or third parties as quickly as possible.

9.4 INTERNATIONAL - CONSUMER

The Consumer may NOT exclude the possibility of subcontracting for the international removal. The Remover is bound by various international transport and forwarding regulations as well as fixed cooperative agreements, which limits the choice of a subcontractor.

ARTICLE 10 – CANCELLATION OF THE AGREEMENT

The party that cancels the agreement (prior to the agreed date of performance) shall be liable, by operation of law and without notice of default, to pay compensation equal to all the damage, losses, and costs (all inclusive and nothing excluded) suffered by the other party, yet no less than:

- 10% of the amount of the order in the event of cancellation more than one (1) week prior to the agreed date of performance.
- 25% of the amount of the order in the event of cancellation less than seven (7) calendar days but more than three (3) calendar days prior to the agreed date of performance.
- 50% of the amount of the order in the event of cancellation less than three (3) calendar days but more than one (1) day prior to the agreed date of performance.
- 100% of the amount of the order in the event of cancellation less than twenty-four (24) hours prior to the agreed date of performance.

The cancellation must be made in writing. The date of receipt of this letter is the date of cancellation.

ARTICLE 11 – PACKAGING

Any rented packaging not returned by the Customer after the completion of the removal shall by operation of law and without notice of default give a right to compensation based on the rates of the company. All rented packaging damaged by the Customer's in such a way that it cannot be used shall, by operation of law and without notice of default, give a right to compensation for loss of use and the cost of retrieval,

based on the company's rates. At the request of the Customer, the Remover may remove the packaging emptied on the last day of the removal.

ARTICLE 12 – LIABILITY OF THE REMOVER

12.1 Liability of the Remover

Except for force majeure, circumstances beyond the control of the parties and the cases provided for in the articles **12(5)**, **12(7.2)**, **12(8)** and **12(9)** below, the Remover shall be liable for loss and damage caused by it and/or its Subcontractor(s) to objects forming part of the removal and/or damage caused by it and/or its Subcontractors to the building (loading and/or unloading address), as well as for loss resulting from delay, caused by the fault of the Remover and/or its Subcontractor(s), with the exclusion of loss, damage and delay attributable to third parties.

12.2 Concurrence

Any non-contractual liability claim between the parties for damage caused by the non-performance of a contractual obligation is excluded. These claims are governed exclusively by the contract and, by extension, by contract law, regardless of whether it constitutes a tort (“onrechtmatige daad”). This article does not affect the statutory provisions of public order or mandatory law.

12.3 Auxiliaries

The parties waive any extra-contractual liability claim against their respective employees, self-employed cooperating managers, representatives, and directors acting as an auxiliary in the performance of parties' contractual obligations, for damages caused by the non-performance of these contractual obligations, regardless of whether this liability claim constitutes a tort (“onrechtmatige daad”).

These auxiliaries, as third-party beneficiaries, may invoke this article. This article does not affect the statutory provisions of public order or mandatory law.

12.4 Limited liability

The liability of the Remover in the event of loss of or damage to the objects being moved caused by its fault shall be limited to a sum of €125 per cubic metre of the lost or damaged objects.

The liability of the Remover may under no circumstances be limited where there is intent, and/or gross misconduct and/or gross negligence.

12.5 Exclusion of liability

The Remover shall in all cases be relieved of any possible liability regarding the transport and handling of furniture, equipment and objects which have been packed and/or unpacked by the Customer and/or intervening parties other than the Remover or its subcontractors.

The Remover is also relieved of all damage and losses during the removal which are exclusively attributable to the Customer, a family member, his agent or a third party, including damage to buildings.

12.6 Defense

The Remover invokes all legal and contractual rights, that it can exercise to defend against, limit or exclude its own liability, also, for the benefit of all those - including both subordinates and non-subordinates - involved in the execution of the Agreement and for whom it is legally liable.

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12.7 Culpable delay

12.7.1 Culpable delay - Remover

Except in the event of force majeure, external cause and/or delay attributable to third parties, the Remover shall be liable for any delay where arrival at the loading address or delivery at the unloading address is delayed by at least thirty (30) minutes compared to the agreed time of arrival or delivery. The Remover shall immediately inform the Customer of any delay.

12.7.2 Culpable delay - Customer

Except in the case of force majeure, external cause, the Customer shall be liable for delay if the Customer delays the time of commencement of loading and/or unloading by at least thirty (30) minutes, in comparison with the agreed time of commencement. The Customer shall immediately inform the Remover of any delay.

12.8 Delay due to third parties

The Remover shall - insofar as possible - provide the Customer with information regarding the status and progress of the carriage of its Goods. The Remover shall NOT be liable for any delays caused by third parties, including delays:

- in the shipping and/or carriage by the shipping company, railway company and/or airline.
- due to consolidation.
- due to delays at borders.
- by custom clearance.
- by controls by customs (e.g., scanning).
- due to other customs related problems, without this list being exhaustive

The Remover cannot guarantee delivery times, arrival and departure dates for shipments which require the services of third parties. These delivery times, arrival and departure can at best be estimated. The mere mention by the Customer of a (desired) delivery date is not binding on the Remover.

12.9 Force majeure

Force majeure shall be understood to mean: all circumstances beyond the control of the parties which make it impossible for the parties to fulfil their obligations. These circumstances are unforeseeable and unavoidable.

12.9.1 Force majeure situations (non-exhaustive)

The Remover shall in particular not be liable for

- direct and indirect consequences of war, revolution, civil and political unrest, acts of terrorism, riots, strikes.
 - government measures.
 - all direct and indirect consequences of pandemic, epidemic, quarantine, and lockdown measures.
 - closure of thaw barriers, closure and/or delay at border posts, delay and/or stay in stations, customs, airport, or toll stations.
 - fire, explosion.
-

- lightning, flooding, severe snow- and hailstorms, ice, severe thunderstorms, storm code orange and gusts code red, tornadoes.
- unforeseen technical derangements, etc.

12.9.2 Temporary impediment

If the performance of the obligations under the Removal Agreement is temporarily prevented because of force majeure, the force majeure will only result in the postponement of the performance of those obligations (except for payment obligations), and the force majeure will not be applied as a reason for not performing the removal agreement or for terminating the Removal Agreement. The temporary suspension of the performance of the Removal Agreement and any ancillary agreements (rental of removal equipment, ladder lift, crane, etc.) due to force majeure shall lead to an extension of the delivery period for the period of the force majeure by operation of law and without compensation for damages for the period of the force majeure.

12.9.3 Permanent impediment

If the performance of obligations under the agreement is permanently prevented by force majeure, each Party shall be entitled to terminate the agreement without being liable for damages.

12.10 Skilled professional

The Remover shall act as a skilled professional in the field of removals and shall take the measures which, depending on the circumstances, best serve the interests of its Customer. All reasonable costs arising from the above events which the Remover has had to incur, shall be borne by the Customer.

ARTICLE 13 – UNFORESEEABLE CIRCUMSTANCES

13.1 Unforeseeable circumstances

By unforeseeable circumstances is meant:

Events of such a nature as to give rise to a contractual imbalance, which the parties did not intend and of which the other party cannot expect the Agreement to be maintained unchanged.

13.2 Requirements

If the following requirements are met, a party may ask the other party to renegotiate the agreement with a view to adjusting the original contractual balance or terminating the agreement:

- a change of circumstances that makes the performance of the contract unduly onerous, to such an extent that performance can no longer reasonably be demanded.
- which was unforeseeable at the conclusion of the agreement.
- which is not attributable to the debtor; and
- the debtor has not assumed this risk.

13.3 Commitments

In any case, the parties will continue to honor their commitments in the course of the renegotiations.

13.4 Justification renegotiations

Among other things, and depending on the concrete facts, may qualify as circumstances justifying renegotiations:

.....

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- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, materials and energy as a result of a war, embargo or other international economic sanctions.
- strike.
- epidemic, pandemic.
- a general structural market disturbance.
- major changes in exchange rates,...
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the agreement.

13.5 Notification

As soon as a party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the Removal agreement, it must report these facts to the other party in writing within five (5) working days.

The parties undertake to start the negotiations within ten (10) working days after sending the written notification and to conduct them in good faith.

13.6 Rejection/failure renegotiations

In the event of rejection or failure of the renegotiations within a reasonable time, the parties may, through alternative dispute resolution, or the court at the request of one of the parties either

- amend the Removal agreement to bring it into line with what the parties would reasonably have agreed upon at the time the contract was concluded had they taken account of the change of circumstances, or
- terminate the Removal agreement in whole or in part on a date that may not precede the change of circumstances and in accordance with the modalities established by the court.

ARTICLE 14 - DAMAGE

14.1 Notification of damage to Goods and buildings

On pain of forfeiture of rights, the Customer must formulate his objections to the Remover in writing and in good time:

- in the event of visible damage: immediately, not later than at the time of delivery, on the document presented to him/her, following the inspection of the Goods and the building by both Parties. Should the Customer fail to report any visible damage to the Goods and/or the building during this tour or refuse to carry out an inspection of the Goods and/or tour with the Remover, the Customer shall be deemed to have received the Goods in the condition in which he/she handed them over to the Remover and it shall be assumed, that no damage was caused by the Remover to the building(s) at the loading and/or unloading address, unless proof to the contrary is provided;
- in the event of non-visible damage: by e-mail or registered letter at the latest within three (3) working days following delivery, not including the day of delivery, or as otherwise agreed. Should the Customer fail to report invisible damage within the set period, the Customer shall be deemed to have received the Goods in the condition in which he handed them to the Remover, and it shall be assumed, that no damage was caused by the Remover to the building(s) at the loading and/or unloading address, unless proof to the contrary is provided.

14.2 Notification of damage due to delay

14.2.1 Delay by the Remover

In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable where the Customer proves that damage has occurred as a result therefrom and that a complaint has been submitted, by e-mail or by registered letter to the Remover, within two (2) working days of the delivery of the removed items, not including the day of delivery. Where the Customer does not report damage caused by delay within the specified time limit, it is assumed that the removal was performed without delay, unless proof to the contrary is provided.

14.2.2 Delay by the Customer

In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable where the Remover proves that damage has occurred as a result therefrom and that a complaint has been submitted, by e-mail or by registered letter to the Customer, within two (2) working days of the delivery of the removed items, not including the day of delivery. Where the Remover fails to report damage resulting from a delay within the prescribed period, it is assumed that the removal was performed without delay, unless proof to the contrary is provided.

Any delay of more than thirty (30) minutes caused by or attributable to the Customer or his agent, shall give rise to the payment of compensation by the Customer to the Remover, where the latter proves that, because of downtime of equipment and personnel, the contractually agreed removal price no longer covers the hours performed. Compensation will then be equal to the difference between the agreed removal price and the actual removal price (considering, among other things, the stand-by hours and the hours actually worked), plus all damages, losses, and costs (all inclusive and nonexclusive) suffered by the Remover because of the delay.

ARTICLE 15 – COMPENSATION

15.1 Payment of compensation - to the Business Customer

If the liability of the Remover has been adversarial determined pursuant to article **12(1)** and **14(2.1)** and the damage/loss has been assessed and determined, compensation shall be payable to the Customer no later than fourteen (14) calendar days after the discharge has been issued.

15.2 Payment of compensation - to the CONSUMER

If the Remover's liability pursuant to article **12(1)** and **14(2.1)** is contradictory determined and the damage is assessed and established, the compensation is payable to the Customer no later than fourteen (14) calendar days after receipt of the discharge.

If the Remover has still not compensated the damage after the expiry of the aforementioned period, the amount due will be increased by:

- late payment interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears
- and
- a lump-sum compensation according to the modalities provided in art. XIX.2 §1 WER (Consumer Debts) - see the chart on the next page:

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| IF THE UNPAID AMOUNT EQUALS | THE MAXIMUM AMOUNT TO BE PAID IS |
|-----------------------------|--|
| ≤ €150 | €20 |
| €150,01 - €500 | €30 + 10 % of the amount owed |
| > €500 | €65 + 5 % of the amount owed (with a maximum of €2,000) |

15.3 Payment of compensation - to the Remover

If the Customer's liability pursuant to article **12(4.2)** and **14(2.2)** is contradictory determined and the damage is assessed and established, the compensation is payable to the Remover no later than fourteen (14) calendar days after receipt of the discharge.

If the Customer has still not compensated the damage after the expiry of the aforementioned period, the amount due will be increased by:

- late payment interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears

and

- a lump-sum compensation according to the modalities provided in art. XIX.2 §1 WER (Consumer Debts) - see the chart below:

| IF THE UNPAID AMOUNT EQUALS | THE MAXIMUM AMOUNT TO BE PAID IS |
|-----------------------------|--|
| ≤ €150 | €20 |
| €150,01 - €500 | €30 + 10 % of the amount owed |
| > €500 | €65 + 5 % of the amount owed (with a maximum of €2,000) |

15.4 Statute of limitations

Without prejudice to the applicable rules of mandatory concerning prescription, all claims against the Remover become time-barred one (1) year after the determination of the damage and/or shortages, or in the event of dispute, one (1) year after the date of invoice.

15.5 Suspension of payment

Under no circumstances may the Customer invoke losses, damages, or any delays to suspend all or part of the payments which he owes to the Remover, unless the Customer's claim is undisputedly certain and due.

ARTICLE 16 – 'ALL RISKS' INSURANCE

16.1 All-risk coverage

The liability of the Remover is limited, see article **12(4)**. Despite all the good care taken by the Remover and/or parties which the Remover calls upon for the performance of the removal agreement, damage may nevertheless occur to the goods being moved. It is therefore advisable for the Customer to take out an "All Risks" insurance so that he can be reimbursed at the current value of the damaged items. There are various possibilities for this:

16.1.1 Offer from Remover

At the explicit request of the Customer, the Remover may offer an “All Risks” policy whether as an intermediary. The Remover may request its broker to have the Goods which form part of the removal insured against “All Risks”, namely: theft, damage, loss, fire, etc., in accordance with the insurer’s general terms and conditions. The insurance value of the Goods which form part of the removal is understood to be: “in total value” - if necessary, by application of the proportionality rule, which must correspond to the replacement value of the whole of the Goods to be removed, in their present condition.

16.1.2 Own insurer

The Customer is free to choose his own broker/insurer. In such an event, he undertakes to take out an insurance policy whereby the risk coverage and the insured value correspond to the above.

16.2 Explicit written instruction

Where the Customer has not given the Remover an explicit written order to insure, the Remover shall be entitled to assume that the Customer has insured the Goods itself in accordance with the conditions set out in article **16(1.2)** or does not wish to insure his Goods in “All Risks”.

16.3 No Cover

Should the Remover’s broker/insurer be unable to provide cover for the Customer’s Goods or be unable to provide cover for all the Goods, the Remover shall notify the Customer of this without delay. In such a case, the Remover shall never be liable for such a refusal.

16.4 No insurance

The Customer understands that, should he not wish to take out insurance and damage occurs for which the Remover is liable, the Remover shall only be obligated to compensate the Customer in accordance with the provisions of article **12(4)**.

ARTICLE 17 – SAFEKEEPING

The transport of removal goods and/or furniture to a place of storage is subject to these conditions. Specific provisions for the storage of removal goods and/or furniture are contained in the “BCR Safekeeping Terms & Conditions”.

ARTICLE 18 – SPECIAL RIGHTS

18.1 Right of retention and lien

As security for the payment of all sums owed by the Customer to the Remover for this and previous orders, the Customer grants

- a contractual lien and
- rights of pledge for all Goods handed over to the Remover.

This is regulated in conformity with Book III, Title XVII Civil Code: ‘Collateral securities on movable assets’.

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18.2 Right of retention - suspension of delivery

The Remover reserves the right to exercise a retention over the Goods for which the deposit or the invoice has not yet been paid and which has not been protested in a timely manner, by suspending delivery of the Goods until the Customer has fulfilled his payment obligations.

18.3 Lien

18.3.1 Lien - Business Customer

The lien gives the Remover the right to be paid, in preference to other creditors of the Customer, from the proceeds of the enforcement of the Customer's Goods. The lien also extends to all claims which take the place of the encumbered Goods and to the fruits produced by the encumbered Goods. The lien secures all (existing and/or future) claims of the Customer resulting from the Removal Agreement and this to the maximum amount of the principal sum and the ancillary costs such as interest, compensation and costs of execution / all legal costs related thereto.

18.3.2 Lien - CONSUMER

The lien gives the Remover the right to be paid, in preference to other creditors of the Customer, from the proceeds of the realisation of the Customer's goods. The lien also extends to all claims which replace the encumbered goods and to the fruits produced by the encumbered goods. The lien secures all (existing and/or future) claims of the Customer resulting from the Removal Agreement with due observance of Art.12 paragraph 2 of the Pledge Act, which provides for a special regulation for the protection of the pledgee - Consumer.

18.4 Exercising the right of lien

18.4.1 Exercising the right of lien - Business Customer

If the Customer fails to fulfil his payment obligations and the Remover intends to exercise his right of lien, the Remover shall notify the Customer of his intention by registered letter, observing a period of at least ten (10) working days.

This notification period shall be limited to three (3) calendar days in the case of perishable Goods or Goods subject to rapid depreciation.

The Customer or any interested third party may free himself from the lien until the time of the foreclosure by paying the amounts specified in the notice and the foreclosure costs already incurred. After the waiting period, the Remover shall order a bailiff to sell (publicly or privately) or lease the encumbered Goods. The Remover is entitled to purchase the Goods itself.

The Remover, the Customer and/or interested third parties may at any time go to court to resolve a dispute about the enforcement. Such a claim shall suspend the enforcement of the lien.

18.4.2 Exercising the right of lien - CONSUMER

If the claims secured by the Goods remain unpaid at their due date, the Remover may, after serving a notice on the Customer/Consumer in accordance with the provisions of the Pledge Act, request the court to allow the Goods secured by the lien to be sold in whole or in part for the satisfaction of the claim(s).

If the court so orders, the Remover may in turn order a bailiff to conduct a public or private sale of the encumbered Goods. In such cases, the Remover may not act as buyer.

18.5 Proof of lien

18.5.1 Proof - Business Customer

Insofar as the Customer is a Business Customer, the mere deposit will serve as proof of lien.

18.5.2 Proof - CONSUMER

If the Customer is a Consumer, the lien must be evidenced by a document which, as the case may be, meets the requirement of Article 1325 or Article 1326 of the Civil Code and specifies the Goods encumbered by the lien, the secured claims and the maximum amount up to which the Goods are secured.

18.6 Proceeds

The amount resulting from the enforcement shall serve for payment of the secured claim and reasonable enforcement costs. If there are several pledgees, the net proceeds shall be divided among them according to their rank. Any surplus shall be allocated to the Customer.

18.7 Sale of Goods

The Customer permits the Remover to choose the manner in which the Goods encumbered under the lien may be monetised, by private sale, public sale or appropriation of the Goods. By accepting these BCR Removal Terms & Conditions, the Customer authorises the Remover to take the necessary steps to register its lien in the National Pledge Register.

18.8 Standstill

In any event, the Customer grants express permission to the Remover to release its equipment after a standstill of two (2) working days, and to place the transported Goods in a storage place or warehouse. All this at the expense, risk, and peril of the Customer, including the cost of subsequent delivery.

If the stay in a place of storage or a warehouse lasts for more than one (1) month and the Customer fails to take the necessary measures within ten (10) calendar days of the sending of a registered letter by the Remover, the Remover may, in accordance with the provisions of the Pledge Act, initiate the sale of the encumbered Goods.

ARTICLE 19 – PAYMENT TERMS

19.1 Protesting of invoice

The Remover's invoices are deemed to be accepted by the Customer unless there is a substantiated written protest within eight (8) calendar days of the date of the invoice.

19.2 Partial protest

If a part of the invoice is protested, the protest must clearly state which part of the invoice is protested and the amount to which the protest relates. Although the invoice remains due and payable regardless of the protest, in case of a partial protest, the Customer undertakes to immediately pay at least the unprotested amount or the amount corresponding to the unprotested part in accordance with these Removal Terms & Conditions, without such payment in any way affecting the due and payable amount of the other parts and

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amounts and the applicability of the Removal Terms & Conditions thereto. The unconditional payment of a part of the invoice is considered as an explicit acceptance of the corresponding part of the invoice. Such protest does not in any way relieve the Customer of its payment obligations.

19.3 Partial payments- Business Customer

Partial payments shall always be accepted with all reservation and without any prejudicial acknowledgment, and shall first be applied to the collection costs, then to the damage clause, the interest due and finally to the outstanding principal amount, whereby priority shall be given to the oldest outstanding principal amount.

19.4 Payment Term

All invoices shall be paid within fourteen (14) calendar days from the date of the invoice, unless expressly agreed otherwise and without any discount or costs (including exchange rates) being borne by the Remover.

19.5 Compensation clause

19.5.1 Compensation clause - Business Customer

In the event of non-payment within the stated expiry period, interest on arrears of 10% of the invoice amount shall be due - ipso jure and without prior notice of default - as well as fixed and irreducible compensation by way of administrative costs of 10% of the invoice amount - with a minimum of €150. In the event of non-payment of one invoice by the due date, all amounts still due shall become immediately payable.

19.5.2 Compensation clause - CONSUMER

If the Consumer does not respect the payment term, the Remover will first send the Consumer a reminder free of charge. The Consumer will then be given another period of fourteen (14) calendar days to pay, if the reminder is sent by email or seventeen (17) calendar days if the reminder is sent by post. During these fourteen (14) or seventeen (17) calendar days, the Consumer will not owe any late payment interest, unless the Removal Company is an SME. In such a case, the Consumer will owe late payment interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions from the calendar day following the day on which the reminder is sent to the Consumer.

If the Consumer has still not paid after the expiry of the above-mentioned period(s), the amounts due will be increased by:

- late payment interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears, and
- a lump-sum compensation according to the modalities provided in art.XIX.2 §1 WER (Consumer Debts) - see the chart below:

| IF THE UNPAID AMOUNT EQUALS | THE MAXIMUM AMOUNT TO BE PAID IS |
|-----------------------------|---|
| ≤ €150 | €20 |
| €150,01 - €500 | €30 + 10 % of the amount owed |
| > €500 | €65 + 5 % of the amount owed (with a maximum of €2,000) |

19.6 Advance payment - NATIONAL

The Remover reserves the right to demand an advance payment.

19.7 Full prepayment - INTERNATIONAL

The Remover reserves the right to request a full prepayment of the removal price for all international removals. This prepayment must be made at the latest three (3) working days before the departure of the Goods from Belgium, failing which the Remover reserves the right to suspend delivery until the Customer has fulfilled his payment obligations in full.

19.8 Suspension of delivery

The Remover reserves the right to suspend delivery regarding the execution of the removal assignments for the Goods, for which the invoice and / or advance payment has not been paid and the invoice has not been protested on time, and motivated, until the Customer fulfils his payment obligation. The additional costs (standing, storage and safekeeping costs) are for the account of the Customer and must be paid together with the removal price owed before the Goods are delivered.

19.9 Modification of payment terms in the event of JRP- Business Customer

In the event of a judicial reorganization on the part of the Customer, the Remover reserves the right to (further) perform services only against cash payment, or to require payment in advance, or to determine modified payment terms, or to suspend performance if the Customer also suspends its contractual obligations.

ARTICLE 20 – PROCESSING AND PROTECTION OF PERSONAL DATA

20.1 GDPR

The Remover undertakes to comply with the applicable data protection legislation, in particular the General Data Protection Regulation (“GDPR”) 2016/679 and to ensure that its staff and subcontractors also respect this legislation.

20.2 Data

The Remover processes the identification data, contact data, data relating to the household goods, as well as data relating to the loading and unloading address of the Customer (and his family members) to perform the agreement, to maintain a customer administration, to fulfil accounting obligations and to manage any disputes.

20.3 Appropriate measures

The Remover has taken appropriate measures to guarantee the privacy and security of personal data. The Remover only allows a limited number of employees (based on the “need to know” principle) access to the personal data. The Remover shall inform the Customer of how his privacy and rights are safeguarded.

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ARTICLE 21 – BCR REMOVAL TERMS & CONDITIONS

21.1 Translation

These BCR Removal Terms & Conditions were originally drawn up in the Dutch language.

Regarding translations of the present terms and conditions into French or English, in the event of any misunderstanding regarding the wording, content, scope and interpretation of these translations, the Dutch text shall form the basis and the interpretation of this text shall prevail over that of any translation. These terms and conditions are communicated to the Customer in Dutch, French, or English, as the Customer chooses.

21.2 Legal terms/concepts

The legal terms/concepts used in these 'BCR Removal Terms & Conditions' are used for the sole purpose to describe Belgian legal concepts. The legal interpretation and consequences of the use of those words in any other foreign law are disregarded.

ARTICLE 22 - NULLITY

22.1 Nullity - Business Customer

If one or more provisions of these BCR Removal Terms & Conditions is, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, such unlawfulness, invalidity, voidability or unenforceability shall not affect the remaining provisions. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, and enforceable provision having a similar economic effect.

22.2 Nullity - CONSUMER

Pursuant to article VI.84 of the Belgian Code of Economic Law ("WER"), any unlawful term is prohibited and null and void, but the agreement remains binding on the parties if it can continue to exist without unlawful terms.

If appropriate, the parties shall negotiate to the best of their ability and in good faith to replace this provision with a lawful, valid, void, and enforceable provision of similar effect.

ARTICLE 23 – APPLICABLE LAW AND JURISDICTION OF THE COURT

23.1 Applicable Law

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

23.2 Competence of the courts

All disputes arising from or in connection with an agreement, regardless of whether it concerns a national or international removal, to which these "BCR Removal Terms & Conditions" apply or the performance thereof, and which cannot be resolved amicably, shall be settled by the competent courts of the district in which the Remover has its registered office, without prejudice to the right of the Remover to initiate the dispute before a court of law as provided for in article 624, 1°, 2° and 4° of the Belgian Judicial Code.

23.3 NATIONAL - CONSUMER

All disputes arising from or related to an agreement to which these “BCR Removal Terms & Conditions” apply or the performance thereof, and which cannot be resolved amicably, shall be settled by the competent courts of the district where the Consumer is domiciled, without prejudice to the right of the Consumer to bring the dispute before the court as provided for in article 624, 1°, 2° and 4° of the Belgian Judicial Code.

23.4 INTERNATIONAL - CONSUMER

All disputes arising from or connected with an agreement to which these “BCR Removal Terms & Conditions” apply or the performance thereof, which cannot be resolved amicably, and which are brought before the court by the Remover or the Consumer, shall be settled by the competent court as provided for in Regulation 1215/2012.



Putters International
Erasmuslaan 30 -1804 Cargovil Brussels
TEL. + 32 2 721 40 40 - FAX +32 2 720 88 32
info@putters.be - www.putters.be

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