BCR
Belgian Chamber
of Removers

GENERAL TERMS & CONDITIONS
BUSINESS REMOVALS

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GENERAL TERMS & CONDITIONS BUSINESS REMOVALS BCR

hereinafter
the ‘BCR Business Terms’

NATIONAL AND INTERNATIONAL BUSINESS REMOVALS

These BCR Business Terms are applicable to both national and international business removals. A national business removal is understood to mean: a removal within the borders of Belgium. An international business removal is understood to mean: a removal outside the Belgian borders or a removal from abroad to Belgium.

All provisions shall apply to the national and international business removals, unless specific provisions apply to the international business removal, in which case they shall be indicated by the word “INTERNATIONAL”. These specific conditions **only apply** to the international removal.

DEFINITIONS

THE CUSTOMER:
the Purchaser, the Business Remover's contractual counterparty who offers Goods or other movable items for removal.

THE BUSINESS REMOVER:
the contractor, acknowledged by the BCR, who performs business removals on a professional basis.

BUSINESS REMOVAL:
any contract for the removal of items ordered by:

- a legal entity;
- a (semi) governmental institution;
- a national, international or supranational institution;

THE SUBCONTRACTOR:
the contractor who, charged by the Business Remover, undertakes to perform removal assignments (packing, loading, transportation by road, railway, water and air, storage, unloading, unpacking).

THE PURCHASE ORDER FORM/QUOTATION:
the document attached to these BCR Business Terms, 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 Business Remover and the Customer which is concluded upon the signing of the Purchase Order Form and/or Quotation by the Customer and the Business Remover and which governs the legal relationship between the Customer and the Business Remover.

THE ORDER:
(not exhaustive) irrespective of the combination of several actions namely: the packing and/or unpacking, the transport, the (dis)assembly, etc. 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 that strives for qualitative, correct, and professional removals, lift services, safekeeping, and Self - Storage.

WORKING DAYS:
all calendar days except for Sundays and legal bank holidays. If a term, expressed in working Days, ends on a Saturday, it will be extended until the next working Day.

ARTICLE 1 – APPLICABILITY OF THE BCR BUSINESS TERMS

1.1 Applicability of the BCR Business Terms

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

1.2 Acceptance BCR Business Terms

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

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

After all, where appropriate, there can be no question of effective cognizance and acceptance of the comments or the other general terms and conditions.
The agreement is therefore concluded with the BCR Business Terms 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, within a reasonable period of time, taking into account the commencement of the work, to take the necessary steps to reach an agreement in good faith on the elements that may be under discussion.

Where appropriate, the agreement is concluded either in accordance with the between parties negotiated conditions or without application of the by the Customer formulated remarks or the incompatible provisions of the two sets of general terms and conditions.

1.3 Nullity

If one or more provisions of these BCR Business Terms 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.

ARTICLE 2 – SERVICES

2.1 Object of the services

The service consists of (non-exhaustive) regardless of the combination of several actions, namely: packing and/or unpacking, transport, (dis)assembly, ... of the Goods and is included in the Purchase Order Form or Quotation.

2.2 Performance of the agreement

The performance of the agreement begins with the preparation of the material in the depot of the Business Remover. The latter shall be obliged to supply only the materials necessary for the performance of the agreement. Under all circumstances the Business 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.

2.3 Optional assignments

The Business Remover may, at the request of the Customer, perform certain activities connected with the removal, such as:

- drawing up a removal plan.
- taking down and/or hanging up beamers, projectors and/or screens, etc.
- removal and/or laying of fitted carpets.
- dismantling and/or assembling moveable walls.
- taking down and/or hanging up (roller) curtains and/or blinds.
- hanging mirrors.
- hanging paintings and lighting fixtures.
- the removal of windows to raise or lower office furniture.
- transportation of pianos, safes, vending machines, and other similar equipment.
- cleaning up the abandoned offices and buildings (broom-clean).

The Business Remover may, at the request of the Customer:

- pack and/or unpack the archives in accordance with the Customer's preferred method of filing, arrangement, and chronology.
- move the trading stock which is at the loading address and which forms part of the inventory of the Business removal.
- moving the server data room.
- disconnecting and/or connecting cables and/or performing related activities.
- laying and connecting the 220 volt and network cabling.
- installing the wiring at the workstations.
- placing the equipment at the workplace.
- start-up of workstations up to the login screen.

On the request of the Customer, the Business Remover may draw up an inventory and/or contradictory site survey. If the Customer wishes to have an inventory and/or contradictory site survey drawn up, he shall notify the Business Remover at least five (5) days before the removal.

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

Unless expressly agreed in writing, the Customer is prohibited from offering subsequent Goods for removal to the Business Remover:

- narcotics, weapons.
- Goods subject to authorisation.
- gold items, precious metals, paper money, old coins, securities, titles, stamp collections.
- plants.
- liquids and Goods which present a generally known risk of fire, explosion and/or damage to other Goods such as phosphorus, petrol, coal, matches, dyes, accumulators, acids, or corrosive substances.
- dangerous goods as defined by the ADR, IMDG, RID and IATA legislation.
- in general, all substances or liquids likely to cause damage to the equipment or the removal Goods.
- Goods, which are specifically prohibited by the country of destination.

2.5 Sanctions for non-compliance with provisions

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 Business Remover and hold it harmless from and against any amount to which the Business Remover is sued by third parties for failure to comply with these provisions.

ARTICLE 3 – AGREEMENT

3.1 Estimate of the removal

The Business 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 Business Remover shall visit the Customer either on site to estimate the volume and/or weight of the Goods or based on a virtual tour of the premises and/or based on the packing/inventory lists and/or photographs of the Goods to be moved, provided by the Customer.

3.2 Quotation

Based on his findings and the provisions of article **3**, the Business Remover shall prepare a Quotation.

3.3 Different application

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

3.4 Written confirmation

All price lists, brochures, catalogues, folders, and other information supplied by or on behalf of the Business Remover in connection with an offer have been compiled with the utmost care but shall be binding upon the Business Remover only in so far as this has been expressly confirmed in writing by the latter.

3.5 Conclusion of the agreement
Alternatively, upon receipt of the Customer's consent to the Quotation, the Business 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 unmodified and within the period of validity. The acceptance is deemed to represent the agreement correctly and completely.
Alternatively, the Customer may sign the Quotation for approval. The removal agreement is concluded when the Customer signs the Quotation, unmodified, for acceptance within the period of validity and returns it to the Business Remover. The acceptance is deemed to represent the agreement accurately and in full.

3.6 Advance payment
If an advance payment was agreed, the Customer accepts the Quotation by timely payment of the advance payment. For Business removals abroad, the full removal price must be paid in advance, at the latest one (1) week before the scheduled removal date. An order can only be validly placed, and can only lead to an agreement, after the Customer has paid the agreed advance in time.

3.7 (Breaking off the) negotiations
Until such time as a signed Purchase Order Form or Quotation has been submitted, the Business Remover shall at all times have the right to terminate negotiations with the Customer without giving any reason and without being liable for any compensation or being obliged to continue negotiations.

As long as there is no signed Purchase Order Form or signed Quotation, the Business Remover shall not be obliged to carry out the removal or to prepare for it. In such a case the Business Remover shall not be obliged to pay any compensation to the Customer.
As long as there is no signed Purchase Order Form or signed Quotation, the Customer may not enforce the performance of the agreement.

ARTICLE 4 – BASIC PRICE FOR BUSINESS REMOVALS

4.1 Basic removal price
The volume and/or weight of the Goods, the removal destination (distance), the duration of the order and the planning of the resources deployed, as set out in the removal agreement, shall serve as the basis for the basic removal price. Unless expressly stipulated otherwise, this price shall not be determined on a flat-rate basis and the Company's rate as stated in the Purchase Order Form and/or Quotation shall apply.
The price for agreed optional assignments, in accordance with article **12(3)** of these BCR Business Terms, shall be included in the Purchase Order Form and/or Quotation.
If the actual volume/weight differs from the estimated volume/weight, the price will be (re)calculated by applying the company's rate to the actual volume.

4.2 VAT
Value Added Tax (VAT), if due, is NOT INCLUDED in the Basic Removal Price.

4.3 Information of the Customer
The removal prices are calculated based on the information supplied by the Customer. The Customer shall

therefore be under the obligation to furnish the Business Remover with all necessary or useful information in accordance with article **10** "Obligations of the Customer", so that the latter may form a clear understanding of the circumstances under which the agreement must be performed (packing, loading, transport, unloading, permits, etc.).

4.4 Overtime

The prices set are calculated based on the daily services stipulated by law and/or by collective labour agreement. Except in the event of fault on the part of the Business Remover, all overtime shall be calculated based on the rate of the company.

The overtime shall be charged to the Customer afterwards. The regulation applicable to overtime is included in the Purchase Order Form or Quotation.

4.5 Subcontractors

Without prejudice to the provisions of article **4**, the removal price shall be calculated in relation to the rates of any Subcontractors. Whatever the exchange rate may be at the time of concluding the agreement, it is that used for the performance of the agreement with the subcontractors which is the only applicable one.

4.6 Taxes

Taxes and service charges payable by the Customer are NOT INCLUDED in the Removal Price.
If these are not reasonably known at the time of concluding the contract, they shall be charged to the Customer afterwards.

4.7 Supplementary costs

4.7.1 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 times.
- 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.

4.7.2 Supplementary costs - extra weight - INTERNATIONAL

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 m^3. 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 cm^3. 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.

4.7.3 Advanced Costs

The Business Remover shall not be expected to provide security from his own resources for the payment of duties, levies, taxes, or any other obligations whatsoever, should these be required by third parties. If the Business Remover has nevertheless furnished security from his own resources, the Customer shall be obliged to reimburse the Business Remover for any costs advanced in respect of his Goods and/or the smooth(er) progress of the removal assignment. The Business Remover shall submit all evidence to that effect.

ARTICLE 5 – PRICE CHANGES

The Business Remover is entitled to implement price changes, which are independent of the Business Remover's will or its subcontractors and which relate to imposed collective labor agreements, exchange rates, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items but also price changes from subcontractors and third parties. The reason for the change in price must be communicated to the Customer at the time when the Business Remover becomes aware of it.

ARTICLE 6 – CANCELLATION OF THE AGREEMENT

The Customer waiving the agreement (before the agreed day of performance) shall automatically and without notice of default pay compensation equal to all the damage, losses, and expenses (all inclusive and nothing excluded) suffered by the Business Remover, yet not less than:

- 25% of the amount of the agreement in the event of cancellation less than fourteen (14) days but more than seven (7) days before the agreed day of performance.
- 50% of the amount of the agreement in the event of cancellation less than seven (7) days, but more than three (3) days before the agreed date of performance.
- 100% of the amount of the agreement if the cancellation is less than three (3) days prior to the agreed date of performance.

ARTICLE 7 – SUBCONTRACTING OF (PART OF) THE AGREEMENT

The Business Remover shall be permitted to subcontract the agreement in whole or in part to Subcontractors. The Business Remover shall be liable for the performance of the agreement by its subcontractors to the same extent as it would be liable itself.

ARTICLE 8 – OBLIGATIONS OF THE BUSINESS REMOVER

The Business Remover is obliged:

- to receive the Goods to be moved, with due observance of the provisions of article **9** and **10,** 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 Business Remover for packing and/or disassembling or for transportation.
- to (have) the Goods to be moved loaded and/or (have) the Goods unloaded.
- complete a commenced Business removal without delay.
- 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 (additional) packing material ordered for the removal (in accordance with the agreement, 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 Business 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 non-performance of his obligations arising out of these conditions unless such claims from third parties cannot reasonably be attributed to non-performance by the Business Remover.

ARTICLE 9 – CUSTOMS FORMALITIES – INTERNATIONAL

Without prejudice to other obligations incumbent on the Customer in these BCR Business Terms, the Customer shall hand over or deliver to the Business Remover, at the latest three (3) days before the removal, all the documents necessary for dispatch, receipt and customs formalities duly completed.
If necessary, the Customer shall present himself in person to the customs authorities at their first request.
The customs formalities are always carried out in accordance with the information and documents supplied by the Customer. Unless the contrary is stipulated, the Business Remover or his agent shall perform the customs formalities on behalf of and at the expense of the Customer.
The Customer bears full responsibility for the information furnished by him, both regarding the administration and with regard to the Business Remover or any third party. He alone shall bear all the consequences which may arise from the provision of false, incomplete, late, or erroneous information and/or documents. He shall compensate the Business Remover for all costs thereby incurred and indemnify the latter against all claims which may arise as a result thereof.

ARTICLE 10 – CUSTOMER OBLIGATIONS

10.1 Obligations of the Customer

The Customer is obliged:

- to make the Goods to be removed available to the Business Remover at the agreed place and time so that the planning of the removal may be respected.
- to ensure that an efficient implementation of the business removal is made possible.

- make an inventory of the Goods to be moved and to label them.
- to ensure that the lift can be used exclusively by the Business Remover during all the days of the removal.
- ensure that the private parking places for the Business Remover are kept free.
- to return the packing material left behind and belonging to the Business Remover within the time stipulated in the contract or, failing that, within one month, subject to the provisions of article **10**.
- to reimburse the extra costs, if an item placed in accordance with the implantation plan and/or agreement must be re-installed at the Customer's instruction.
- to hand over the keys of windows and doors and/or passages to the Business Remover in good time before the start of the removal.
- to provide the Business Remover in good time with all information and documents pursuant to statutory regulations relating to the planned Business removal (such as, but not limited to customs regulations and regulations relating to the carriage and handling of dangerous substances).

10.2 Location plan

Prior to the removal, the Customer must provide each destination room with a location plan. This plan indicates the exact location of each item to be moved. The Customer must also number all rooms. This numbering must be included on the location plan. The Customer guarantees that the locations are suitable for the placement of the Goods designated by him for removal.
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. If the Customer has not submitted the plan, nor is present or represented during the removal, the Business Remover cannot be held liable for the improper placing of the Goods.

10.3 Nature of the Goods

The Customer shall in particular draw the attention of the Business Remover to the nature of the Goods, inter alia:

- (valuable) Goods and/or objects requiring special treatment (such as antiques, works of art and design objects, but also defective Goods).
- Goods that need to be re- or disassembled in a specific way.
- heavy Goods (safes, machines) and Goods of deviating/abnormal dimensions which require the use of ladder lifts, hoists and/or cranes, without this list being exhaustive.

10.4 Defective Goods

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

10.5 Surrounding factors

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

10.5.1 Loading/unloading address

The Customer must indicate:

- whether or not there is easy access for the removal truck(s) and removal lift.
- if the Customer must be moved from a building that is located above a terrace and/or shop (with bicycle racks), so 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/height enough to bring the larger objects in/out.
- whether the stairs are wide enough - in the building and possibly in the common corridor.
- what the capacity of the goods lift is.
- whether the facades and/or balconies of the building can withstand the professional ladder lifts.
- what the maximum floor load is on the floors at the loading/unloading address, without this list being exhaustive.

10.5.2 Surroundings

The Customer must point out:

- 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 could impede 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.

10.6 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 Business Remover and hold it harmless from any claims by third parties against the Business Remover should it appear that the Customer is not entitled to dispose of the Goods.

10.7 Other parties/Third parties

Prior to the removal the Customer shall clearly inform the Business Remover which people/services will be engaged by him and what their exact job description is.
The Customer must ensure that no personnel of his own are present during the removal.

10.8 Mandatory presence of the Customer during relocation

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 premises during the work, the Business Remover shall not be liable for any claim arising from the absence of the Customer, agent or representative.
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.

10.9 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.

10.10 Parking permit(s)
The Customer shall bear the costs of the necessary reservation of spaces for the purpose of parking the removal truck and/or the hoisting devices, where the police regulations so require. Should the Business Remover offer its services for this reservation, the costs of the reservation shall be borne by the Customer.
The Business 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 Business Remover against all claims by third parties resulting from the Customer's failure to perform his obligation.

ARTICLE 11 – PACKAGING

All packaging hired and not returned by the Customer after the completion of the removal or damaged to such an extent that they can no longer be used, shall give the right, ipso jure and without notice of default, to compensation for loss of use and to the costs of retrieval, based on the Business Remover's rates.
At the request of the Customer, the Business Remover may remove the packages emptied on the last day of the removal.

ARTICLE 12 – SUSPENSION OF THE AGREEMENT

12.1 Partial removal
If the Customer has placed at the disposal of the Business Remover only part of the Goods to be moved, the Business Remover shall, when so requested by the Customer, move the Goods placed at his disposal against payment of the removal price already agreed. The costs charged by the Business Remover but not incurred shall be deducted from the agreed removal price.

12.2 Postponing business removal
If the Customer postpones the removal or if the removal agreement is otherwise amended, the Customer shall compensate the Business Remover for all costs and damage actually incurred because of the postponement or amendment of the removal agreement. The desired amendment must be feasible for the Business Remover and must not disrupt the operations of the removal company. If the Business Remover is unable to comply with the request for postponement or amendment, such requests shall be regarded as a termination/cancellation of the agreement and the provisions of article **6** shall apply.

12.3 Termination/Cancellation

If in the case of postponement of the removal no new term for the removal is agreed upon and the postponement lasts longer than two (2) months, calculated from the original removal date, then the agreement is deemed to have been cancelled and the provisions of article **6** of these BCR Business Terms apply.

ARTICLE 13 – CONTRACTUAL DEFAULT CUSTOMER

13.1 Contractual default

As a contractual default is considered:

- if the Customer fails to comply with the terms of payment provided for in article **21** of the BCR Business Terms,
- if the Customer does not fulfil the obligations laid down in article **10** of the of the BCR Business Terms,
- if the Customer fails to fulfil one or more obligations contained in the agreement.

13.2 Notice of default - motivated defence

As soon as the Customer receives a notice of default from the Businessl Remover, the Customer must, within two (2) working days of such notice, communicate in writing his complete and sufficiently motivated defence to the Business Remover and/or provide the missing information, making all useful observations. In this letter the Customer shall make any proposals for rectifying his shortcomings.
In the absence of a motivated defence by the Customer within two (2) working days, the Customer shall be deemed to agree to the contents of the notification and to accept the notice of default. This shall be considered a formal acceptance of non-performance of his obligations.

13.3 Recovery of removal team and equipment

Should the Customer fail to perform any of his contractual obligations or fail to comply with any of the other requirements imposed on him, the Business Remover shall be entitled, immediately and without prior notice of default to proceed, inter alia, with the recovery of his removal team as well as of the material used. The Customer shall be liable for all direct or indirect costs and damages resulting from such measures.

13.4 Liquidated damages

If the Business Remover terminates the agreement on account of a contractual default on the part of the Customer as laid down in this article, the Business Remover shall be entitled ipso jure and without notice of default to liquidated damages consisting of the cost of the measures taken and the full Price for the preparatory services and/or other services already performed, subject to the right to claim higher damages if the Business Remover can provide proof thereof.

ARTICLE 14 – EXPLICIT DISSOLUTION CLAUSE

14.1 Dissolution

The Business Remover reserves the right to declare the agreement dissolved by operation of law, with immediate effect, without notice of default and without prior judicial intervention, in the event of:

- death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or a transfer of a (relevant) part of the business to third parties on the part of the Customer.

  Any such termination shall be notified immediately in writing to the Customer or its legal successors. In such a case, the advance paid by the Customer remains definitively acquired by the Business Remover. Such termination shall entitle the Business Remover to additional compensation if the advance payment does not cover the costs incurred.

- the Customer fails to settle the outstanding invoices in full/partially, despite written notice of default whereby a period of at least fourteen (14) calendar days has been observed.

ARTICLE 15 – SPECIAL RIGHTS

15.1 Right of retention and lien

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

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

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

15.2 Right of retention - suspension of delivery

The Business Remover reserves the right to exercise a retention over the Goods for which the invoice has not yet been paid and which has not been protested in a timely manner, by suspending delivery of the Goods until such time as the Customer has fulfilled his obligation to pay, even if such claims have another cause than the removal order given.

15.3 Lien

The lien gives the Business 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 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.

15.4 Proof of lien

The mere deposit serves as proof of lien.

15.5 Exercising the right of lien

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

This notification period shall be limited to three (3) 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 eviction by paying the amounts specified in the notice and the eviction costs already incurred.

After the waiting period the Business Remover shall order a bailiff to sell (by public or private treaty) or let the encumbered Goods. The Business Remover shall be entitled to purchase the Goods himself.
The Business Remover, the Customer and/or interested third parties may at any time apply to the Courts to resolve a dispute concerning the enforcement. Such a claim shall suspend the enforcement of the lien.

15.6 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.

15.7 Sale of Goods
The Customer permits the Business Remover to choose the way the Goods encumbered by the lien may be realised, by private sale, public sale, or appropriation of the Goods. By accepting these BCR Business Terms, the Customer authorises the Business Remover to take the necessary steps to register its right of lien in the National Pledge Register.

15.8 Immobilisation
In any event, the Customer grants express permission to the Business Remover to release its equipment after a standstill of one (1) day, 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 ten (10) days and the Customer fails to take the necessary measures within ten (10) days of the sending of a registered letter by the Business Remover, the Customer expressly authorises the Business Remover to sell the Goods in the name and for the account of the Customer.

After the waiting period, the Business Remover shall order a bailiff to sell (publicly or privately) or lease the encumbered Goods. The amount resulting from the enforcement shall be used for the 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.

ARTICLE 16 – LIABILITY OF THE BUSINESS REMOVER

16.1 Liability of the Business Remover
With the exception of force majeure, circumstances beyond the control of the parties and the cases described in article **16(3)** below, the Business Remover shall be liable for loss and damage caused by him and/or his Subcontractor(s) to objects forming part of the removal and/or damage caused by him and/or his Subcontractors to the building (loading and/or unloading address), as well as for loss resulting from delay,

caused by the fault of the Business Remover and/or his Subcontractor(s), excluding loss, damage and delay attributable to third parties and/or loss, damage and delay caused by force majeure.

16.2 Limitation of liability

The liability of the Business Remover in the event of loss of or damage to the Goods moved through his fault, shall be limited to a sum of €125 per cubic metre of the Goods lost or damaged, subject to deduction of an exemption to be borne by the Customer amounting to €750 for each removal order.

16.3 Exclusion of liability

The Business Remover shall in all cases be relieved of all possible liability in respect of the transport and handling of furniture, equipment and Goods which have been packed and/or unpacked by the Customer and/or intervening parties other than the Business Remover or his Subcontractors, and of all damage and losses during the removal which are attributable to the Customer, his agent or a third party, including damage to buildings, caused by such persons.

16.4. Delay

16.4.1 Delay by third parties - INTERNATIONAL

The Business Remover shall provide the Customer - to the extent possible - with information concerning the status and progress of the carriage of his Goods. The Business Remover shall NOT be liable for any delay 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 Business Remover cannot guarantee delivery times, arrival and departure dates for shipments which require the services of third parties. These delivery times, arrival and departure dates can at best be estimated. The mere mention by the Customer of a (desired) delivery date does not bind the Remover.

16.4.2 Culpable delay - Business Remover

Except in the case of force majeure and/or delay attributable to third parties, the Business Remover shall be liable for a delay if arrival at the place of loading or delivery at the place of unloading is delayed by at least thirty (30) minutes in comparison with the agreed time of arrival or delivery. The Business Remover shall inform the Customer immediately if there is a delay.

16.4.3 Culpable delay - Customer

Except in the event of force majeure, the Customer shall be liable for delay if the Customer delays the time of commencement of loading and/or unloading by at least fifteen (15) minutes compared to the agreed time of commencement.

The Customer shall inform the Business Remover immediately of any delay.

16.5 Force majeure

Force majeure occurs in case of a not attributable impossibility for one of the parties to fulfil its commitment. The unforeseeable and unavoidable nature of the impediment to performance may be taken into account.
The following situations, among others, may be taken into account as force majeure:
any situation beyond the control of one of the parties, such as:

- fire, explosion.
- flooding, severe snow and hail storms, ice, heavy thunderstorms, storm code orange and wind gusts code red, tornadoes, etc.
- labour conflicts (strike).
- pandemic, epidemic, quarantine.
- (civil) war, insurrection, rebellion and revolution, military or usurped power, insurrection, act of terror, sabotage or piracy.
- requisition.
- embargo, currency- and trade restriction.
- cybercrime.
- prolonged interruption of transport, telecommunications, information systems
- general transport shortages.
- energy restrictions or energy shortages.
- unavailability of materials and equipment, to the extent they are due to a force majeure event as defined above.

16.5.1 Notice

As soon as a party has or should have knowledge of a force majeure event, it shall notify the other party in writing within five (5) working days. If the notification is not made within the five (5) days, the exemption to perform is only effective from the moment the notification reaches the other party.

16.5.2 Consequences of invoking force majeure

The party justifiably invoking force majeure shall be relieved from its obligation to fulfil its contractual obligations as well as from any liability for damages or contractual compensation for breach of contract, from the moment the impediment causes the impossibility to perform, provided that the notice is given within five (5) days.

16.5.3 Temporary force majeure

In case of temporary force majeure, the performance of the commitment is suspended for the duration of the temporary impediment, plus the time required to restart the work.
Where appropriate, the temporary impediment shall merely have the effect of postponing performance of those obligations (with the exception of payment obligations), and force majeure shall not count as a reason not to perform the removal agreement or to cancel the removal agreement. The temporary suspension of performance of the removal contract shall also lead to the suspension of any related agreements (rental of removal equipment, ladder lift and crane, etc.) for the same duration as the removal agreement.

16.5.4 Termination

If the suspension is unreasonably long in relation to the originally proposed period of performance, each party shall have the option to terminate the contract, following a prior notice of default which, ten (10) working days after its dispatch, has remained unanswered.

16.5.5 Good professional

The Business Remover shall act as a good professional in the field of removals and take such measures which, according to the circumstances, best serve the interests of its Customer. All reasonable costs resulting from the above events incurred by the Business Remover shall be borne by the Customer.

ARTICLE 17 – UNFORESEEABLE CIRCUMSTANCES

17.1 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.

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

17.3 Commitments

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

17.4 Justifying circumstances

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

- 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 contract.

17.5 Notification

As soon as a party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the 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.
In any case, the party requesting the negotiations must inform the other party about the concrete impact as soon as possible.

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

ARTICLE 18 – DAMAGE

18.1 Notification of damage to Goods and buildings

On pain of forfeiture of rights, the Customer must formulate his objections to the Business 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, 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 Business Remover, the Customer shall be deemed to have received the Goods in the condition in which he handed them over to the Business Remover and it shall be assumed, that no damage was caused by the Remover to the loading 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 two (2) working days following delivery, not including the day of delivery, or as otherwise agreed. Should the Customer fail to report non 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 Business Remover, and it shall be assumed, that no damage was caused by the Business Remover to the loading or unloading address, unless proof to the contrary is provided.

18.2 Notification of damage due to delay

18.2.1 Delay by the Business Remover

In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable if 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 Business Remover within two (2) working days following delivery of the Goods, not including the day of delivery. If the Customer does not report damage caused by delay within the time specified, the removal shall be deemed to have been carried out without delay, subject to proof to the contrary.

18.2.2 Limited liability of the Business Remover for delay
The liability of the Business Remover in the event of culpable delay shall never exceed 5% of the basic removal price.

18.2.3 Delay by the Customer
In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable if the Business 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 following the delivery of the items removed, not including the day of delivery. Where the Business 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 fifteen (15) minutes caused by or attributable to the Customer or his agent, shall give rise to the payment of compensation by the Customer to the Business 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 Business Remover because of the delay.

ARTICLE 19 – COMPENSATION

19.1 Payment of damage/loss to the Customer
If the liability of the Business Remover has been adversarial determined pursuant to article **16** and the damage/loss has been assessed and determined, the compensation shall be payable to the Customer no later than fourteen (14) days after the discharge has been issued, failing which statutory interest shall be payable from the date of drawing up of the discharge.

19.2 Payment of damage/loss to the Business Remover
In the event that the liability of the Employer has been adversarial determined pursuant to article **16** and the damage/loss has been estimated and determined, the compensation shall be payable to the Business Remover no later than fourteen (14) days after the discharge has been issued, failing which statutory interest shall be due as from the date of drawing up the discharge and also liquidated and irreducible damages amounting to 10% of the principal amount of the loss - with a minimum of €150.

19.3 Statute of limitations
Without prejudice to the applicable rules of mandatory law concerning prescription all claims against the Business 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.

19.4 Suspension of payment
Under no circumstances may the Customer invoke losses, damages, or possible delays to suspend all or part of the payments which he owes to the Business Remover.

19.5 Repudiation

The Business Remover stipulates all statutory and contractual rights which it may invoke to avert its own liability, also on behalf of all those - including both servants and non-servants - who are involved in the performance of the agreement and for whom it is liable according to the law.

ARTICLE 20 – INSURANCE "ALL RISKS"

20.1 Limited Liability of the Business Remover

The liability of the Business Remover is limited, see article **16(2).** Despite all good care taken by the Business Remover and/or the parties to whom the Business Remover calls/should call to perform the contract of Business removal, damage may nevertheless occur to the Goods moved. It is therefore advisable for the Customer to take out "All Risks" Insurance so that the Customer may be reimbursed at their current value for the damaged items. There are various possibilities for this:

a. Offer Business Remover

At the explicit request of the Customer, the Business Remover may offer an "All Risks" policy, whether as intermediary. The Business 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.

b. 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 those mentioned above. The Customer furthermore undertakes to obtain a "waiver of recourse" from the insurer in favour of the Business Remover. Should the Customer be unable to provide proof of this, the Customer shall in any event be obliged to indemnify the Business Remover against its insurer.
If the Customer is unable to provide proof of this, the Business Remover may refuse to perform the removal.

20.2 Explicit written instruction

Where the Customer has not given the Business Remover an explicit written order to insure, the Business Remover shall be entitled to assume that the Customer has insured the Goods itself in accordance with the conditions set out in article **20(1b)** or does not wish to insure his Goods in "All Risks".

20.3 No Cover

Should the Business 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 Business Remover shall notify the Customer of this without delay.
In such a case, the Business Remover shall never be liable for such a refusal.

20.4 No insurance

The Customer understands that, should he not wish to take out insurance and damage occurs for which the Business Remover is liable, the Business Remover shall only be obliged to compensate the Customer in accordance with the provisions of article **16(2).**

ARTICLE 21 – SAFEKEEPING

The transport of removal goods and/or Goods forming part of the inventory of the Business removal, except for the excluded Goods as provided for in article **9**, to a place of storage shall be subject to the present conditions.

ARTICLE 22 – TERMS OF PAYMENT

22.1 Protesting of invoice

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

22.2 Payment term - Business removals within Belgium

All invoices shall be paid within fourteen (14) days from the date of the invoice, unless expressly agreed otherwise, and without any discount or cost to the Business Remover.

22.3 Payment term - Business removals outside Belgium

Where parties have agreed to advance payments in respect of the full or partial removal price, the monies, for whatever reason, shall be payable within fourteen (14) days of the invoice date, unless expressly agreed otherwise. If the parties have not agreed advance payments in respect of the full or partial removal price, the Customer shall pay the Business Remover the full removal price at the latest seven (7) days before the departure of the Goods from Belgium.

22.4 Late payment

In the event of non-payment within the stated expiry period, a conventional interest of 10% calculated from the date of the invoice shall be payable - by operation of law and without prior notice of default - as well as a fixed and irreducible compensation by way of administrative costs of 10% of the invoice amount, with a minimum of €150.

In the absence of payment on the due date of the invoice:

- all amounts due to the Business Remover, including those not yet due, shall become immediately payable by operation of law and without notice of default.
- any delay in payment will give rise to the application, by operation of law and without notice of default, of interest on arrears at a rate of 1% per month from the due date, payable monthly.
- any delay in payment shall also give rise by operation of law and without notice of default to liquidated damages of 10% on the outstanding balance, with a minimum of €150; The award of this reasonable compensation of 10% shall not exclude the award of any compensation for legal costs or any other proven recovery costs.

- the Business Remover shall no longer be obliged to carry out (further) performance and may immediately suspend all deliveries without prior notice and without any compensation to the Customer. The additional costs (standing, storage and custodial costs) shall be borne by the Customer and must be paid together with the removal price due before delivery of the Goods.
- all permitted payment conditions shall expire, and the Business Remover may decide to continue the contract only under the strict condition that the price due shall be paid in full before proceeding to delivery

22.5 Modification of payment terms in the event of JRP

In the event of a judicial reorganization on the part of the Customer, the Business 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 23 – PROCESSING OF PERSONAL DATA

23.1 GDPR

The Business 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.

23.2 Data

The Business Remover processes the identification and contact details of the Customer and/or its employees to perform the agreement, to maintain a customer administration, to fulfil accounting obligations and to manage any disputes.

23.3 Appropriate measures

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

ARTICLE 24 – NETTING

In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.

This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to object to the debt comparison carried out by the Parties.

ARTICLE 25 – TRANSLATION BCR BUSINESS TERMS

These BCR Business Terms were originally drawn up in the Dutch language.
Regarding translations of the present terms 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 are communicated to the Customer in Dutch, French, or English, as the Customer chooses.

ARTICLE 26 – APPLICABLE LAWS AND JURISDICTION OF THE COURTS

26.1 Applicable law

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

26.2 Competence of courts

All disputes, including those which are only considered as such by one party, resulting from or connected with a contract to which these BCR Business Terms apply or the performance thereof and which cannot be solved amicably, shall be settled by the competent courts of the district in which the Business Remover has its registered office, without prejudice to the Business Remover's right to submit the dispute that has arisen to the competent courts of common law, including the rules of Belgian national and supranational international private law.

NOTES

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of Removers

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