

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	1/7
--	-------------------------------	-----

In these conditions, the words "transport" and "transport company" mean "move" and "removal firm" as well as "transport" and "transport company".

SECTION 1: GENERAL PROVISIONS

1. Information regarding the conditions governing the performance of the move

The fixed prices for transport are calculated based on the information supplied by the client.

As a result, the latter is obliged to take care that he provides all necessary or useful information to the transport company so it has a precise understanding of the way in which the contract should be performed (packing, loading, transport, unloading etc.).

It is especially important for the client to bring to the attention of the transport company any unusual items or requirements which are to be handled. The client must be frank about any factors that may increase the usual workload or the normal difficulties experienced by the transport company. The client must specify the location of the property, and indicate if access is easy or not for removal lorries. Whether it is necessary to negotiate any ascending or descending slopes, to cross unmetalled roads, ditches or other obstacles, whether the stairs are wide enough, if there is a lift and if it can be used by the removal men, etc.

All consequences of information withheld, omitted or incorrectly given by the client in this regard will be chargeable to the client.

The transport company will provide the client with a free estimate describing the removal services.

2. Cancellation of the contract.

If the client cancels less than 24 hours before the arranged time of the job, a cancellation fee equivalent to a minimum of 4 hours' work by the scheduled team will be invoiced.

3. Insurance.

The company has the right to suggest the client takes out insurance for loss and damage in order to cover the property against certain risks for which the company accepts no legal liability.

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	2/7
--	-------------------------------	-----

The cost is to be borne by the client, who has the option of taking this out or not.

If the client insures the objects being moved with his own insurer, the latter can in no circumstances claim against the transport company or its insurers.

In the event of a complaint against the transport company or against the insurance company, in order to be valid the complaint must be made in writing on the delivery note (job sheet or CMR) at the time of delivery and confirmed in writing by recorded delivery letter within a maximum of 48 hours. The insurance is independent of the transport company. The client has no right in any event to use any alleged average to delay all or part of the payment owed to the transport company.

Objects not covered by insurance: works of art, gold, precious metals, paper money, bonds, stamp collections, antique coins etc, coals, matches, gun cartridges, dangerous substances and in general any solid or liquid goods liable to damage the equipment and any objects being transported.

Any derogations brought about by objects included in the removal in contravention of the above, will in all cases be borne by the client.

In the absence of insurance, the client shall remain his own insurer.

SECTION 2: PRICES AND PAYMENT METHODS

1. Prices and payment methods.

The prices set in the contract can only be modified in the case of unforeseen charges beyond the control of the transport company, relating to the terms of performance and arising before the start of the operation.

Subject to mutual agreement, the client and transport company may however decide to change the provisions of the contract subject to the agreement of new terms and any consequential change to the set price, in particular for any additional services not included in the initial contract.

In the case of an hourly rate, this rate stipulates:

- a) The hourly rate for the supply of a lorry/van according to the rate agreed beforehand.
- b) Labour is shown separately based on the rate agreed beforehand.

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	3/7
--	-------------------------------	-----

c) The hours are calculated from departure to return to our depositary including the preparation of any equipment necessary for the move. These hours are shown on the job sheet which the client must sign.

The examination of property and negotiations carried out at home may under no circumstances be invoked as the basis of an undertaking.

The prices are calculated in accordance with our rates and exchange rates in effect at the time of the contract. These prices may rightfully be increased without the transport company having to give advance notice, if such modifications are caused by changes to freight or exchange rates.

Our prices exclude VAT along with any other taxes, including those deriving from the transport contract. These charges are to be borne by the client.

2. Validity of prices.

If the date of the move has not been fixed, the transport company and the client are to determine the length of time for which the price is valid at the time when the quotation is given.

3. Methods of payment.

Sums due to the transport company for whatever service or function are payable immediately in cash.

The transport company has the right to demand payment before unloading or before delivery is completed. If this is a move or transport to a foreign destination, payment must be made prior to departure.

In the event of the due date being passed, legal late payment interest will start from this date.

The payment term is set in the contract.

SECTION 3: PERFORMANCE OF SERVICES

1. Services provided by the transport company.

The services are agreed with the client before each operation and are precisely specified in the quotation.

The performance of the agreement starts from the point of preparation of equipment at the transport company's depot. The company is only obliged

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	4/7
--	-------------------------------	-----

to provide the equipment mentioned in the agreement. In all cases it reserves the right to employ the means of transport which it judges to be the most practical and the least onerous.

For those sections of the journey not conducted by this transport company, transport is conducted subject to the clauses and conditions of the company providing such road, rail, shipping or air transport. The liability of this transport company is in all cases limited to the liability of the said companies.

The transport company does not transport people, animals, plants, gold, precious metals, money, bonds, stamp collections, antique coins etc, coals, matches, gun cartridges, dangerous substances and in general any solid or liquid goods liable to damage the equipment and any objects being transported.

Any exceptions to this rule must be the subject of a written agreement between the transport company and the client before the start of the work.

The transport of furniture to the depositary is subject to these clauses and conditions without prejudice however to the special clauses and conditions which more precisely govern the storage of such furniture, a copy of which may be made available to the client upon request.

2. Work carried out by a third party company.

We reserve the right to allocate all or part of the move to a third party company; this is wholly our responsibility.

In such a case, the client will be informed in good time of the identity of the company commissioned.

3. Obligatory presence of the client.

The client or his representative must be present throughout the duration of the packing, loading, unloading and unpacking operations.

The client or his representative must personally check that nothing has been forgotten in the house which he is vacating. He alone is responsible for the consequences of any failure to observe these clauses.

The transport company's representative has the right to insist upon written confirmation from the client of any damage prior to the move.

4. Packing materials.

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	5/7
--	-------------------------------	-----

Any packing materials hired but not returned by the client at the end of the move shall rightfully and automatically lead to a charge for compensation for loss of enjoyment and the payment of recovery costs based on our internal rates.

5. Packing – unpacking.

Unless otherwise specified, any packing undertaken before the set removal date shall be invoiced separately. The same applies to any unpacking performed after completion of the move.

6. Personal objects.

Personal objects and underwear must be packed by the client without intervention from the transport company.

The client shall be wholly liable in all cases for all risks, loss and damage resulting from failure to observe this clause.

7. Customs.

Customs duties, consumer duties, mortgage duties, statistical tax and all similar costs are borne by the client.

The latter is obliged to present and/or provide the transport company with all documents duly required for the performance or receipt and for customs formalities. If needed, he will attend the customs office at their first request.

Save for agreement to the contrary, customs formalities are dealt with by the transport company or its representative on behalf of the client who shall be liable for the charges.

The client is solely responsible for any consequences which result from false, incorrect, incomplete or late information and/or documents, and this includes reimbursement of the transport company for all costs incurred by it as a result.

SECTION 4: RESPONSIBILITY OF THE COMPANY

1. Responsibility for delay.

The transport company is not responsible for any delays unless these are clearly due to its own error and the client is responsible for proving such fault.

16.08.07 Conditions_Générales_T X.doc Rev.: 0	GENERAL CONDITIONS	6/7
--	-------------------------------	-----

The transport company is not responsible in any case of force majeure or Act of God. In particular, it is not responsible for the direct/indirect consequences of war, revolution, riot, strike, epidemic, quarantine, lightning, fire, flood, snow, ice, bad weather, restricted access during thaw conditions, the use of shortcuts or unmetalled roads, waiting time at stations, ports, airports or in customs etc..., and more generally for all other unforeseen events beyond its control.

All charges outlaid by the transport company in order to safeguard the client's interests, will be reimbursed by the client.

Without prejudice to full payment of the agreed price, all charges resulting from the aforesaid events, including downtime, immobilisation of equipment and of personnel, etc are borne by the client.

2. Responsibility for loss and damage.

The transport company is responsible for the furniture and objects entrusted to it, except in the case of force majeure inherent vice of the object or the fault of the client.

The transport company does not accept responsibility for operations that have not been performed by its employees or its substituted intermediaries.

3. Remuneration for loss and damage.

According to the nature of the damage or loss, these shall be subject to repair, replacement or compensation.

Compensation is limited to the proven value of the damage or loss and according to the particular conditions negotiated between the transport company and the client.

4. Disputes and competence of the courts.

All disputes concerning the interpretation or the performance of the information presented is subject exclusively to the courts of the city of Luxembourg.

Judicial proceedings for damage, loss or delay in respect of the removal contract must be filed during the year following delivery of the household effects.