

# GENERAL TERMS AND CONDITIONS OF SALE FOR THE INTERNATIONAL REMOVAL CONTRACT FOR PRIVATE INDIVIDUALS

These General Terms and Conditions of Sale take into consideration Article 40 of French Law No. 2009-1503 of 8 December 2009, the Decree of 27 April 2010 on the advertising of removal service pricing, Recommendation No. 16-01 of 24 March 2016 relating to removal, storage and self-storage agreements, as well as European Standards NF EN 12522-1 and -2, and the NF Certification Rule No. 144 issued by AFNOR Certification. These terms and conditions shall enter into force as of 1 September 2018.

## ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale, together with any specific terms individually negotiated between the moving company (hereinafter “the Company”) and the client (hereinafter “the Client”), determine the respective rights and obligations of the parties. Pursuant to Articles 1103, 1104, and 1193 of the French Civil Code, they shall apply by full right and by express agreement of the parties to all international removal operations governed by the present contract.

## ARTICLE 2 – INFORMATION TO BE PROVIDED BY THE CLIENT

The contract is drawn up on the basis of information duly provided by the Client in a timely manner. It is the responsibility of the Company to assess the volume and, where necessary, the weight of the items to be moved. However, the Client shall be held liable for the consequences of any underestimation of such volume or weight resulting from incomplete or inaccurate information made available to the Company. As such, the Client shall bear the financial consequences of any excess costs incurred in relation to the initial estimate.

Where the Company has inspected the premises from which the furniture is to be removed, including access conditions, this shall be expressly mentioned in the removal quotation. A similar mention must also appear if the Company has visited the premises where the furniture is to be delivered, including access conditions.

Where there exist exceptional difficulties with regard to access to buildings or the handling of goods, the Client must inform the Company in cases where the latter has not inspected the relevant premises and access points. Failing such notice, the Client shall be held liable for all costs and damages that may result for the Company, save for those directly attributable to the fault of the latter.

The Client is responsible for:

- Enumerating all items whose nature or presence may entail particular risks of damage to the equipment used or to the goods being moved;
- Declaring the presence, amongst the furniture to be moved, of items of a particular nature subject to special regulations, such as potential regulations applicable to gold or silver items, precious metals, wines, spirits and firearms. Any necessary administrative formalities shall be the sole responsibility of the Client, and the Company shall not be held liable for verifying the validity of the documents provided;
- Indicating the presence, among the furniture, of works of art, collectibles, or other items of exceptional value, other than those referred to in subparagraph b above. The Client shall be liable for any costs and damages incurred by the Company as a result of inaccurate or insufficient information relating to the aforementioned declarations.

Where the Client has not issued specific and detailed instructions concerning the goods to be removed, it shall be incumbent upon the Client to ensure, or to cause to be ensured, at the time of removal, that no items are mistakenly taken or left behind.

The Client must provide the Company with a valid point of contact (telephone number, email address, etc.) at which they may be reached

throughout the entire course of the operation. Any change to such contact details must be promptly communicated to the Company. In the absence of such information, the Company shall not be held liable for any failure to communicate information to the Client during performance of the contract.

## ARTICLE 3 – CUSTOMS

The Company shall draw the Client's attention to, and provide the best possible information regarding, the applicable regulations in force concerning customs formalities and other procedures to be fulfilled in the course of the removal operation. The Client shall provide the Company with the necessary documents and furnish all relevant information required for the completion of such formalities.

The Company shall not be held responsible for verifying whether the documents and information provided by the Client are accurate and sufficient. Except in the case of proven fault by the Company, the Client shall be held liable to the Company for any damages resulting from the absence, insufficiency, or irregularity of such documents or information.

The Company shall be liable for the consequences of loss or incorrect use of the documents referred to in the first paragraph of this article; however, the compensation payable by the Company shall in no event exceed 50% of the total removal price.

Administrative customs formalities carried out by the Company are included in the price of the operation offered to the Client. However, any duties and import taxes applicable to the transported goods upon entry into different countries or territories shall remain exclusively at the Client's expense.

It is hereby specified that in removal operations designated as “PORT SIDE” or “AIRPORT SIDE,” the service included in the quoted price does not cover unloading, customs clearance, or delivery of personal effects, goods, furniture, or vehicles at the destination. These operations remain the sole responsibility of the Client.

## ARTICLE 4 – PRICING AND TERMS OF PAYMENT

### 4.1 – Pricing

The prices stipulated in the contract may only be amended in the event of unforeseeable charges that are beyond the Company's control and which are related to the conditions of performance, arising before the commencement or during the course of the removal operation.

As of 30 April 2021, pursuant to Article L112-3 of the French Consumer Code, any additional charges that cannot be calculated in advance shall become due, in particular: price increases arising from exceptional surcharges, port congestion fees, etc.

Any price increase resulting from an unforeseeable change of circumstances at the time of contract conclusion, which renders performance more burdensome in any respect, shall be notified to the Client by any appropriate means within a reasonable period.

The Client and the Company may, however, by mutual agreement, modify the provisions of the contract, subject to agreement on the new terms and any consequences such modification may have on the stipulated price, particularly for any additional services not initially provided for in the

contract.

Notwithstanding the foregoing, the Client remains obligated to pay any additional cost resulting from the actual volume exceeding the one set out in the estimate, under the conditions described in Article 2.

Where no execution period has been specified, the prices quoted by the Company shall only remain valid for a period not exceeding two months from the date of issuance of the estimate. The agreed price shall be paid in accordance with the terms determined by the parties and specified in the special conditions.

### 4.2 – Payment Terms

Unless otherwise stipulated in the special conditions or under the provisions of these general terms, services are payable in advance, upon ordering. Under such circumstances, no discount shall be granted by the Company for prompt or early payment, whether payment is made in cash or within a shorter period than that set out in these general terms or on the invoice issued by the Company.

Invoices shall be settled by bank transfer or credit card, payable to the Company.

The existence of any claims or disputes shall not constitute valid grounds for the Client to suspend payment. Any unilateral offsetting of alleged damage against the removal price is unlawful.

Payment must be made within the time limit indicated on the invoice. These payment deadlines are strict and binding. In the event of late payment, the amounts due shall bear interest at a rate equal to three times the legal interest rate. Any delay in payment, of any kind, shall render immediately due and payable all outstanding sums.

The Company shall benefit from a general right of retention over all or part of the movable items entrusted to it (Articles L.133-7 and L.133-9 of the French Commercial Code) in respect of any sums owed on the date of signature of the present contract or any sums that may become payable by the Client to the Company after that date; this applies to all commitments of the Company, whether currently in progress or incurred thereafter, under any contract or arrangement concluded with the Client, whether prior or subsequent to the date of this contract, or resulting from any act or fault of the Client.

The Company shall be entitled to charge the Client for warehouse rental and other expenses incurred during any period in which a right of retention is being exercised over the items. Moreover, for as long as such retention right is being exercised, the Company may enter into any agreement with any individual, firm, or entity for the storage of said items, and the related costs shall be borne by the Client.

Should the Company exercise its right of retention over all or part of the goods, it shall notify the Client in writing at their last known address. If the Company's fees remain unpaid for more than three months following the dispatch of said notice, the Company shall be entitled, without further notification, to initiate proceedings to sell all or part of the goods retained, either by public auction or private sale, in order to recover the Client's debts as well as any sale-related and storage costs.

Should the Company incur any disbursements, fees, or expenses of any kind as a result of a third

party's request or claim relating to all or part of the moved, packed, or stored goods, or should it be required to pay damages arising from such claims or requests, or be liable for a legal fine or other penalties, or be compelled to incur expenses to recover any such costs, all such amounts shall be recoverable from the Client. The Company shall retain a general lien on all goods in its possession for all such disbursements, costs, damages, fines, or expenses.

**ARTICLE 5 – DAMAGE INSURANCE**

The Company shall have the option to offer the Client the subscription of a damage insurance policy intended to cover the goods against certain risks for which the Company bears no legal liability. The cost of such insurance shall be disclosed to the Client, who remains free to subscribe to it or not.

**ARTICLE 6 – CANCELLATION OF THE CONTRACT**

Except in cases of force majeure, the cancellation of an order by the Client or the failure of the Company to perform shall give rise to compensation payable to the aggrieved party. This compensation shall be set at one-third of the total removal price if the aggrieved party is notified more than three clear calendar days before the scheduled start date of performance, and at one-half of the said price if the notice is given less than three clear calendar days in advance.

**ARTICLE 6 BIS – DOOR-TO-DOOR SALES AND OFF-PREMISES CONTRACTS**

In the event of door-to-door canvassing and the conclusion of a contract outside the Company's premises, the Client, pursuant to Article L221-28, 12° of the French Consumer Code, shall not benefit from a right of withdrawal. No payment shall be collected by the Company prior to the expiry of a period of seven days following the conclusion of the off-premises contract.

**ARTICLE 7 – MODIFICATION OF THE REMOVAL CONTRACT**

The Client shall have the right to halt the removal operation or to modify the place of delivery of the furniture. The exercise of this right is subject to the following conditions:  
a) The Client must compensate the Company for all costs and damages resulting from the execution of such instructions. Said execution must be possible at the time the instructions are received by the person responsible for carrying them out, and must not hinder the Company's normal operations nor cause prejudice to other clients. Where, pursuant to the provisions of subparagraph b of the present article, the Company is unable to execute the instructions received, it must immediately inform the Client thereof. A Company that fails to execute instructions given under the conditions provided for in this article shall be liable to the Client for the resulting damage. If, for any reason whatsoever, performance of the contract under the terms stipulated in the removal estimate becomes or is rendered impossible prior to the arrival of the goods at destination, the Company shall be obliged to seek instructions from the Client. However, if circumstances permit the execution of the removal under conditions differing from those initially agreed in the estimate, and if the Company is unable to obtain instructions from the Client, it shall take the measures it deems most appropriate in the

Client's best interest. The Company shall be entitled to reimbursement of the costs incurred as a result of seeking instructions, executing the instructions received, or implementing the aforementioned measures, unless such costs result from its own fault. If, upon arrival of the goods at the agreed destination, the Client is, for any reason whatsoever, unable to take delivery at the location specified and stated in the removal estimate, and if no timely instructions are provided as to the disposal of the goods, the Company shall be entitled to proceed with unloading at a location of its own choosing. Its liability shall then be limited to the prudent selection of such location and of the person entrusted with the safekeeping of the goods. The Company shall be entitled to reimbursement of the expenses incurred in taking such measures. If, due to the Client's actions, the removal cannot be executed under the agreed terms, the Company shall be entitled to compensation for the damage suffered, up to a maximum of the removal price. However, this provision shall not apply where the Client's failure results from circumstances which could not reasonably have been avoided and whose consequences could not reasonably have been prevented.

**ARTICLE 8 – SERVICES EXCLUDED OR ACCEPTED UNDER CERTAIN CONDITIONS**

The services provided by the Company do not include the removal and reinstallation of items affixed to walls, floors, or ceilings. The Company's operational staff are not authorized to amend the contract or to agree to perform any tasks not expressly provided for, except where otherwise stipulated in writing by the Company's management. The Company shall not be responsible for the transport or handling of the following: persons, live animals, plants, hazardous materials, foul-smelling, explosive or flammable substances, jewellery, currency, precious metals, or valuables. In the event that the above-mentioned items are transported without the Company's knowledge, the Company shall be entirely released from all liability, and the Client may be held liable. Any exception to this rule must be the subject of a prior written agreement between the parties, concluded before commencement of performance.

**ARTICLE 9 – TERMS OF PERFORMANCE**

The Client and the Company may, by mutual agreement, amend the terms provided for in the contract, subject to agreeing on new modalities and the financial consequences that may result therefrom, particularly with regard to any additional services not initially included in the original contract. Performance by a Third-Party Company: The Company reserves the right, under its full responsibility, to entrust the total or partial performance of the removal operation to a third-party company, referred to as the "executing company." In cases where the Company avails itself of this option, the Client must be informed of the identity of the executing company no later than forty-eight (48) hours prior to the scheduled date of execution. The Client shall have the right to refuse, in which case any amounts paid shall be refunded. This obligation to inform does not apply where the executing company is legally affiliated with the Company.

**ARTICLE 10 – MANDATORY PRESENCE OF THE CLIENT**

The Client or their authorised representative must be present both at the time of loading and at the

time of delivery. The Client must verify, prior to the departure of the vehicle, that no item has been left behind in the premises or outbuildings where the goods were located. The Company's agent is entitled to require from the Client a written acknowledgment of any deterioration or damage pre-existing the removal operation. In the event of the Client's absence at the delivery address provided by them, or in the event of a material impossibility not attributable to the Company, the goods shall be placed, as a matter of course and at the Company's discretion, in a storage facility, at the Client's expense. By all appropriate means, the Company shall inform the Client of this storage arrangement, which shall terminate the removal contract and give rise to a storage contract.

**ARTICLE 11 – LIABILITY OF THE COMPANY**

The Company shall be liable, under the conditions set forth below, for total or partial loss, damage, or delay occurring during the operations carried out in execution of the removal contract. Either the Client or the Company may request, at the expense of the party making the request, that a detailed inventory and condition report be drawn up in respect of all or part of the goods. Where such a report is established, the goods shall be presumed, unless proven otherwise, to have been in the condition described therein. Where it is proven that loss, damage, or delay occurred during the course of transportation by a subcontracted carrier (e.g., shipping or airline company), and where the Client agreed to the use of such mode of transport, the Company's liability, both in principle and in extent, shall be governed by the mandatory rules applicable to the contract of carriage used by said carrier. The Company disclaims all liability for goods that may be confiscated, seized, withheld, or damaged by customs authorities or any other public body, except in cases where such confiscation, seizure, withholding or damage results directly from the Company's negligence or breach of contract. The Company shall not be held liable for operations not carried out by its employees or duly authorised subcontractors. In the event of breakage or damage to particularly fragile items such as slabs of marble, glass or porcelain, mirrors, stucco frames, chandeliers, lampshades, radios, televisions, or worm-eaten furniture, the Company shall be exempt from liability if it proves that due precautions were taken. However, the Company may not invoke, in order to disclaim liability, any defect in the equipment used to perform the removal, nor the faults of the person from whom the equipment was rented or that person's employees. The Company shall, in any case, be discharged from liability where the loss or damage arises from specific risks inherent to one or more of the following circumstances:  
a) Dismantling, packing, handling, loading, stowing, unloading, unpacking, or reassembly performed by the Client, or with labour or means supplied by the Client on their own initiative;  
b) The Client's choice, despite other proposals by the Company, of packing methods or transport conditions differing from those recommended as appropriate for the removal in question;  
c) The presence, unknown to the Company, of items for which special precautions would normally have been taken, had the Company been informed of their presence or nature;  
d) The inherent nature of certain items, rendering them susceptible to total or partial loss or damage, or likely to cause damage to other goods — such as rust, internal and spontaneous deterioration, desiccation, atmospheric humidity, frost, leakage, insufficient drying of paint or

similar products, or the action of vermin or rodents;

e) Exceptional handling difficulties due to the size or weight of the goods, taking into account the dimensions and structural integrity of the premises and access points.

Where, pursuant to this article, the Company is not liable for one or more factors that contributed to the damage, its liability shall be limited to the extent that the factors for which it is liable under this article contributed to the said damage.

**ARTICLE 12 – EXCLUDED RISKS**

The Company shall be released from all liability where the loss, damage, or delay results from:

a) A fault committed by the Client, or an instruction issued by the Client that does not result from any fault of the Company;

b) An inherent defect in the goods to be moved, or a malfunction of the goods taken in charge, in particular where such goods contain a mechanical, electrical, or electronic component which the Company is not qualified to assess, or where such goods require special blocking or securing precautions that must be carried out by a specialist;

c) The occurrence of events qualifying as force majeure, including but not limited to: war, invasion, acts of foreign enemies, hostilities (whether or not war is declared), civil war, terrorism, rebellion and/or military coup, severe storm, extreme winter conditions, exceptionally high or low tides, hurricane, earthquake, heavy weather conditions, changes to departure dates or routes caused by maritime or airline companies, port congestion, or any other event beyond the Company’s reasonable control.

**ARTICLE 13 – DELIVERY TIMEFRAMES**

Where the parties have agreed that the removal shall take place within a fixed period, a delay shall be deemed to have occurred if the removal is not completed within said period.

Where the parties have agreed that the removal shall be carried out within an undefined period, no delay in performance of the contract may be claimed.

Where no agreement has been made as to the delivery period, a delay shall be deemed to have occurred when, taking into account the transport mode used, the nature of the removal, and other relevant circumstances — including, where applicable, the Client’s consent for the Company to combine the removal with another, or, in the case of partial loading, the time required to complete a full shipment — the actual duration of the removal exceeds the time that a diligent mover would reasonably be expected to take.

The Company shall not be held liable for any delay where such delay arises from an event qualifying as force majeure or from circumstances beyond the Company’s control, including, but not limited to:

Deficiencies of maritime or airline companies, any modifications of departure dates or routes attributable to such companies, or any port congestion;

Strikes not attributable to the Company, and of such nature as to disrupt the removal operation;

Unforeseeable weather conditions.

**ARTICLE 14 – DELAY COMPENSATION**

Subject to the provisions of Article 13 above, any compensation due for delay shall be assessed based on the evidence provided by the claimant.

**ARTICLE 15 – INSPECTION AND ACCEPTANCE OF GOODS UPON DELIVERY**

Upon delivery, the Client must inspect the condition of their furniture and provide a signed release as soon as delivery is completed.

In the event of loss or damage, and in order to preserve their rights and evidentiary means, the Client is strongly advised to issue precise and detailed written reservations immediately upon delivery and unpacking, in the presence of the Company’s representatives.

Regardless of whether such reservations are made or not, or in the event they are disputed by the Company’s representatives, the Client must, in the case of partial loss or damage, send a registered letter to the Company describing the damage observed.

This letter must be sent within ten (10) calendar days — including public holidays — following delivery. Failing this, the Client shall be barred from bringing any claim against the Company.

**ARTICLE 16 – DELIVERY TO A STORAGE FACILITY DESIGNATED BY THE CLIENT**

Delivery to the storage facility of a third-party company or of a third party designated by the Client shall be treated as equivalent to a home delivery and shall terminate the removal contract.

The Client or their authorised representative must be present during unloading and unpacking operations, which are included in the removal price, and must provide a signed release under the conditions set forth in Article 15.

The costs of repacking and admission into storage are separate and shall be invoiced to the Client by the storage company, which shall assume responsibility for the safekeeping of the furniture. The removal company shall no longer bear any liability in this regard.

In the event the Client is absent, or if — at their request — the unpacking and repacking operations are not performed, the inspection shall be carried out by the storage company and shall be limited to any apparent damage.

If the Client alleges damage that is not apparent, it shall be incumbent upon the Client to prove that such damage existed at the time the goods were placed into storage or handed over to the third-party company.

**ARTICLE 17 – COMPENSATION FOR DAMAGE**

In order to determine the Company’s liability in the event of loss or damage affecting the goods entrusted to it, and to establish the amount of compensation to which the Client may be entitled, the Client is required to provide a detailed inventory of the goods and furniture entrusted to the Company.

It is in the Client’s own interest to take out, at their own expense, a damage insurance policy through the Company, covering the transported goods, effects, furniture, and vehicles on an “ad valorem” basis. Where applicable, the Client is required to declare the individual value of the items or groups of items entrusted to the Company. The Client shall be informed of the cost of subscribing to such insurance.

Where an “ad valorem” damage insurance policy is subscribed through the Company, and depending on the nature of the loss or damage, compensation may take the form of repair, replacement, or a compensatory payment.

Compensation shall be based on the value of the goods and shall apply under the conditions and limitations set forth below, and shall in no event exceed the actual value of the material loss.

In the event of partial loss or damage, compensation shall be calculated for each item or group of items:

Either on the basis of the actual value if the declared value is equal thereto;

Or proportionally to the declared value relative to the actual value, if the declared value is insufficient.

In the absence of an “ad valorem” all-risk damage insurance policy subscribed through the Company, the Client expressly agrees that, in the event of a claim against the Company, the latter’s

liability for loss or damage shall be limited to: €305 per cubic metre, €153 per item or group of items, With a maximum of €7,623 per removal operation, and €228.67 per vehicle.

The Client is informed that if the premium for the “ad valorem” all-risk damage insurance has not been duly paid, the insurance will not cover any claim made to the Company, and the above-mentioned compensation limits shall apply.

If the damage insurance was not subscribed through the Company, any recourse against the Company shall be subject to the liability and compensation limitations defined above.

Any furniture or item acquired less than twelve (12) months before the removal shall be compensated at its purchase value.

Any furniture or item whose use over time does not impair its quality or durability shall be compensated at its full replacement value or, failing that, at its appraised value.

Any furniture or item acquired more than twelve (12) months before the removal and whose quality or lifespan is affected by use shall be compensated at its original purchase value (based on the original invoice), reduced by depreciation.

Where, under the applicable law, facts for which one of the parties is contractually liable may also give rise to extra-contractual claims, the parties mutually agree to waive any such extra-contractual remedies insofar as they would entitle the claimant to compensation exceeding the limits established by these General Terms and Conditions or the specific terms of the contract.

The applicable law shall be that of the country in which the Company is established.

**ARTICLE 18 – APPLICABLE LAW AND COMPETENT JURISDICTION**

The applicable law shall be French law.

Any legal action for damage, loss, or delay arising from the removal contract must be brought within one (1) year of the delivery of the goods.

Any dispute arising in connection with the present contract shall fall under the exclusive jurisdiction of the courts having jurisdiction over the Company’s registered office, even in the event of third-party proceedings or multiple defendants.

**ARTICLE 19 – AMICABLE DISPUTE RESOLUTION – CONSUMER MEDIATION**

In accordance with the provisions of the French Consumer Code relating to the “consumer dispute mediation process,” any private individual acting as a consumer has the right, for the purpose of amicably resolving a dispute arising from the contract and opposing them to the Company, to refer the matter — free of charge and under the conditions laid down by the said Code — to a consumer mediator.

The designated consumer mediator for the Company is the Centre de Médiation et de Règlement des Huissiers de Justice AME Conso, which can be contacted via its website at [www.mediationconso-ame.com](http://www.mediationconso-ame.com), or by post at the following address:

AME Conso, 11 place Dauphine – 75001 PARIS, or by completing the appropriate form available on the AME Conso website.

**ARTICLE 20 – PERSONAL DATA PROTECTION**

For the purpose of concluding the removal contract — the legal basis for the collection and processing of data — and for the monitoring and management of the Client’s file, the Company may collect personal data concerning the Client.

In accordance with the General Data Protection Regulation (GDPR), which entered into force on 25 May 2018, the Client is hereby informed of the measures taken by the Company with regard to



the use and processing of such data.

Data Controller:

The data controller is the company whose full contact details appear on the quotation, represented by its legal representative, domiciled as such at the said registered office.

Personal Data Concerned:

Only the personal data strictly necessary for the formation, execution, and follow-up of the removal contract shall be collected and processed by authorised personnel (sales department, operations, accounting, and after-sales service). This includes, in particular: full name, date of birth, address, telephone number, email address, and banking information.

Data Retention / Security:

The Client's personal data is retained only for the period strictly necessary for the Company to comply with its legal and regulatory obligations regarding the retention of civil, accounting, and commercial documents, and for the duration necessary to extinguish any statutory limitation periods. The data is stored in a secure manner.

Transfer of Data to Third Parties:

Prior to any processing of personal data by a third party, the Company shall assess the measures and safeguards implemented by said third party in light of the GDPR and shall require justification of the solutions adopted.

Exercise of Rights over Personal Data:

The Client has the right to access, rectify, erase, restrict the processing of, and port their data, as well as the right to object to the processing. These rights may be exercised — subject to the provision of a valid identity document for security purposes — by sending a written request by post or email to the Company at the address indicated on the quotation, with the mention “Request relating to the GDPR.”

In the event of difficulties relating to the processing of their personal data, the Client has the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL) – [www.cnil.fr](http://www.cnil.fr).

ARTICLE 21 – PARTIAL INVALIDITY

The invalidity of any clause in these General Terms and Conditions, or of any provision contained in the specific contractual terms, shall not affect the validity of the remaining provisions of the General Terms and Conditions or of the contract. The remainder shall remain fully applicable and shall be interpreted in accordance with the overall economy of the contract.

For the Client, read and approved on:

Client’s Signature

Approved without reservation as to the above General Terms and Conditions

Note: These terms and conditions apply exclusively to international removal operations and are not applicable to domestic removal operations.

**Special case – French Overseas Departments and Territories (DOM-TOM):**  
These general and specific terms and conditions also apply to removal operations between mainland France and the French Overseas Departments and Territories, as well as between the French Overseas Departments and Territories themselves.