

**GENERAL TERMS AND CONDITIONS OF**

**FIDI NETHERLANDS 2015**

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**ARTICLE 1 - APPLICABILITY**

These General Terms and Conditions are applicable to all agreements concluded by companies affiliated with FIDI Netherlands in the conduct of their business, and to negotiations and correspondence with the object of concluding such agreements and to all acts, services and work performed in the context of the conduct of their business. By entering into a contract with a company affiliated with FIDI Netherlands (hereinafter referred to as the 'Remover'), the consignor accepts these General Terms and Conditions in accordance with the provisions of Article 2 below, to the exclusion of all other terms and conditions. Where the nature of the work described in Article 2 of these Terms and Conditions requires, the standard conditions cited in that Article shall also apply, as they read at the time the contract is concluded between the Remover and the Consignor. If and insofar as the provisions of Articles 3 to 9 of these Terms and Conditions derogate from or contradict the provisions of the standard conditions cited in Article 2 (a) to (f) and (h), the provisions of Articles 3 to 9 of these Terms and Conditions shall prevail.

## ARTICLE 2 - STANDARD CONDITIONS

Without prejudice to the provisions of Articles 3 to 9 inclusive, the following standard conditions shall apply:

### **a. Removals other than company removals within the Netherlands:**

The 2015 General Terms and Conditions for Removals [*Algemene Voorwaarden Verhuizingen 2015*] (AVVV 2015). These General Terms and Conditions of the Dutch Association of Movers [*Organisatie Erkende Verhuizers*] (OEV) were drawn up in consultation with the Dutch Consumers' Association in the framework of the Coordination Group [*Coördinatiegroep Zelfreguleringoverleg*] (CZ) of the Dutch Social and Economic Council [*Sociaal Economische Raad*] and entered into effect on 1 April 2015.

### **b. Company removals within the Netherlands and international company removals by road:**

The 2009 General Terms and Conditions for Company Removals [*De Algemene Voorwaarden voor Bedrijfsverhuizingen*] (AVB 2009), in accordance with the provisions of Article 3 of these Terms and Conditions.

### **c. All (other) international removals:**

The 2009 General Terms and Conditions for International Removals [*Algemene Voorwaarden voor Internationale Verhuizingen*] (AVVIV 2009).

### **d. Storage of removal goods and/or household effects and/or personal belongings and/or parts thereof within the Netherlands:**

The 2015 General Terms and Conditions for the Custody of Removal Goods [*Algemene Voorwaarden Bewaarneming Verhuisgoederen*] (AVBV 2015). These General Terms and Conditions of the Dutch Association of Movers (OEV) were drawn up in consultation with the Dutch Consumers' Association in the framework of the Coordination Group of the Dutch Social and Economic Council and entered into effect on 1 April 2015.

### **e. Storage of goods (other than removal goods), household effects or personal belongings within the Netherlands:**

The Dutch Warehousing Terms and Conditions, filed by FENEX (the Netherlands Association for Forwarding and Logistics) with the Registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004, or the version filed most recently after that date.

***f. All carriage of goods (other than removal goods), household effects and/or personal belongings by road or otherwise within the Netherlands:***

The 2002 General Conditions of Transport [*Algemene Vervoercondities 2002*] (AVC), filed with the Registries of the District Courts of Amsterdam and Rotterdam, or the version filed most recently after that date.

***g. All International carriage by road of goods (other than removal goods), household effects and/or personal belongings:***

The Convention on the Contract for the International Carriage of Goods by Road (CMR), done at Geneva on 19 May 1956.

***h. A contract of carriage, in other words acting as a forwarding agent as provided for in Article 60 of Book 8 of the Dutch Civil Code and all other work including that which is not part of the specific forwarding work and, in addition, in respect of subjects insofar as they are not provided for in the aforementioned Terms and Conditions or in the Articles cited below:***

The General Terms and Conditions of the Netherlands Association for Forwarding and Logistics (FENEX Terms and Conditions), filed with the Registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004, or the version filed most recently after that date.

The General Terms and Conditions cited in this Article and in Article 8 of the aforementioned Terms and Conditions are available from the removal company upon request. In all cases where it is unclear which of the terms and conditions apply, the Remover reserves the right to take a binding decision on behalf of all parties involved.

**ARTICLE 3 - CARRIAGE OTHER THAN BY ROAD AND TRANSPORT OUTSIDE EUROPE**

Carriage by sea or internal waterways, by rail or air or by road outside Europe, whether in the context of a removal or otherwise, shall at no time be performed by the Remover itself. The Remover shall act exclusively as a forwarding agent in respect of such carriage, which shall be governed by the FENEX Terms and Conditions cited in Article 2(h) above. If for any reason the Remover should be unable to invoke the FENEX Terms and Conditions, its liability shall be governed by the AVVIV 2009. If and insofar as the Remover has undertaken, following upon the carriage of goods referred to in this paragraph, to unpack and/or assemble the removal goods at the destination, the performance of such work shall be subject to the AVVIV 2009.

#### **ARTICLE 4 - CMR WAYBILL**

A CMR waybill shall be prepared for all international removals by road. Such removals shall, however, remain subject to these General Terms and Conditions, even where a CMR waybill is signed by the Remover and/or handed by the Remover to the consignor.

#### **ARTICLE 5 - EXCLUSION OF LIABILITY**

- a. Where the goods are stored or warehoused outside the Netherlands, the Remover shall at no time be liable for damage and/or loss and/or delay and/or costs and/or other losses, regardless of whenever, however or wherever they are sustained.
- b. In the event that the Remover takes over the carriage of the goods or removal goods and/or takes over the goods or removal goods from another remover and/or in the event that removal and/or carriage is agreed with the Remover for only part of a route, the Remover shall at no time be liable, without prejudice to the provisions of Article 3 of these Terms and Conditions, for any damage to and/or loss of goods, unless the consignor can prove that the damage to and/or loss of goods occurred during the period in which those goods were in the custody of the Remover, in which case the provisions of Articles 2 and 3 of these Terms and Conditions shall apply.
- c. The Remover shall at no time be liable for consequential damage.

#### **ARTICLE 6 - PACKING**

Any liability on the part of the Remover in respect of contracts relating to the package of goods other than removal goods is excluded, except for damage to and/or loss of the goods for packing or packed goods themselves, in which case the Remover's liability shall be limited to a maximum of €23,000 for each occurrence.

#### **ARTICLE 7 - INSURANCE**

The Remover shall insure that goods only if the consignor instructs the Remover to do so in writing before commencement of the work. When issuing such instructions, the consignor is obliged to notify the Remover of the sum to be insured. The consignor is also obliged to provide the Remover with a separate list of items, thereby indicating their estimated value. The Remover undertakes to insure the goods up to the sum indicated under the terms stipulated by the consignor. The Remover shall at no time be liable for any damage, loss, costs or other losses resulting from the undervaluation or otherwise inaccurate specification by the consignor of the insurance sum and/or the items to be insured.

#### **ARTICLE 8 - PAYMENT, COMPENSATION, PLEDGE, RETENTION**

In derogation from the provisions of the standard conditions referred to in Article 2 above, payment, setoff, pledge and retention shall be subject to the 2009 General Terms and Conditions for International Removals [*Algemene Voorwaarden voor International Verhuizingen*] (AVVIV 2009).

#### **ARTICLE 9 - JURISDICTION AND APPLICABLE LAW**

In derogation from the provisions of Article 2 (a) to (f) and (h) of the aforementioned standard conditions relating to the competent court or arbitration, disputes between the consignor and the Remover relating to contracts concluded, negotiations conducted and correspondence between them and in respect of acts, services and work performed by the Remover may be submitted exclusively to the court which has jurisdiction in the place in which the Remover has its business or registered office. All Contracts accepted by the Remover are governed by the law of the Netherlands.

#### **ARTICLE 10 - PRESCRIPTION**

Save as otherwise provided in the standard provisions cited in Article 2 above or in Article 8:1740 of the Dutch Civil Code, the prescription period for all legal claims against the Remover shall be one year after performance of the contract and/or the work by the Remover or one year after it is established that the Remover shall not perform the contract and/or work.