

TERMS AND CONDITIONS FOR OUR INTERNATIONAL REMOVALS.

To avoid any confusion about the services that we provide and what do they include or exclude, please read carefully these terms & conditions. If you need further clarifications, don't hesitate to contact us directly.

By booking an international removal with Travelcarga International Removals, you are agreeing to these terms and conditions- These conditions explain the rights, obligations, and responsibilities of all parties to this agreement.

CLARIFICATIONS

- When the words "we" or "us" are used, they refer to Travelcarga International Removals and when "you" or "yours" are used, they refer to the client/customer that has confirmed the booking.
- Goods or items are defined as the entire contents of a box, parcel, package, carton, or similar container, and any other object or thing that is moved, handled or stored by us.
- A quotation is not a confirmation that we have agreed to move your goods and it does not constitute a contract. A booking request must always be confirmed by us separately.

1. Our Quotation

- 1.1. Our quotation includes V.A.T (Value Added Tax), unless otherwise specified.
- 1.2. If not otherwise specified, the quotation is a fixed price offer. Our quotation does not include any customs duties, port charges - including (but not limited to) demurrage and inspections- or any fees/ taxes payable to government or other statutory bodies. All such costs (if any) will be payable by you in addition to the quoted price.
- 1.3. Transport insurance is not automatically included in our quotation but must be purchased separately.
- 1.4. Our quotation is valid for 30 days, unless otherwise specified.
- 1.5. Although our quote is a fixed price offer, we reserve the right to modify the final price and apply additional charges in the following circumstances:
 - a. If our cost change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
 - b. If we have to collect or deliver goods to floors higher than those specified in the quotation.
 - c. If the access or exit to the premises, stairs, lifts, or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive to the collection/delivery point is unsuitable for our vehicles and/or containers to load and/or unload within 20 meters of the doorway.
 - d. If we supply additional services not quoted for.
 - e. If the work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - f. If any parking fees, fines (unless unreasonably incurred) or other charges have to be paid in order to carry out services on your behalf.
 - g. There are delays or events outside our reasonable control which increase or extend the resources or time previously planned to complete the agreed work.
 - h. If you or your agent request collection or access to the goods whilst they are in storage.
You agree to pay any charges arising from the above circumstances.
- 1.6. Our standard quotation does not include, (if not separately agreed in writing):
 - a. Dismantle or assemble any furniture or fittings unless previously agreed. (IKEA furniture or similar kind of furniture is never included in our services and additional charges-for handyman- will apply).
 - b. Disconnect or reconnect appliances, dismantle or assemble fixtures, fittings or electrical equipment.
 - c. Take off or lay fitted floor coverings.
 - d. Move storage heaters, unless previously dismantled.
 - e. Move items from a loft (unless well illuminated with safe access via a staircase)
 - f. Dismantle or assemble garden furniture and equipment (as greenhouses), move plants unless agreed in advance.
 - g. Move or store any items excluded under **clause 4**.
 - h. Move any item or items which our removal crew reasonably believe they cannot move safely, or the removal of which may damage the item or items in question or its or their surroundings.
 - i. Packing boxes and bags unless quoted.
 - j. Protecting floors and walls before the removal.

2. Your responsibility

- 2.1. When you book an international removal with us, you agree that you are responsible to:

- a. Declare to us in writing valuations of all high valuable items (exceeding 3000 euro) or sensitive/fragile/heavy goods being removed and/or stored prior to work commencing. Handling of such items might cause additional handling charges of which you as a client are responsible.
- b. Obtain all documents, permits, licenses necessary for the removals job to be completed at your own expense.
- c. Pay for any parking or meter suspension charges incurred by us in carrying out the work
- d. Be present or represented throughout the removals process.
- e. Ensure all the documents, inventories, receipts, waybills, job sheets or other relevant documents are signed by you or representative as confirmation of collection or delivery of goods.
- f. Take all reasonable steps to ensure that nothing that should be moved is left behind and nothing is taken away by error.
- g. Arrange protection for goods left in unattended premises or where other people not bound by these terms and conditions will be present.
- h. Prepare adequately, pack and stabilize all electric equipment prior to its removal.
- i. Empty, defrost completely and clean refrigerators and freezers.
- j. Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes and petrol lawn mowers are clean and dry and have no residual fluid left in them.
- k. Provide us with a correct and up to date contact address and telephone number where you can be contacted during removal transit and/or storage of goods.
- l. Arrange appropriated protection for floors or walls that may be damaged during the moving process. This service can also be purchased from us separately.
- m. Arrange appropriate transport, storage or disposal of goods listed in **clause 4**
- n. Insure the goods submitted for removal and/or storage as well as arrange adequate marine/transit insurance cover in the case that the carrier, for reasons beyond their control, is unable to deliver the goods, or must route them to a place other than the intended destination, as you may have limited recourse against the carrier and may be liable for General Average contribution.
- o. Allow us to inspect the contents of any item to be transported

Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

3. Ownership of the goods

3.1. By entering into this contract, you confirm to us that:

- a. The Goods are your own property: or
- b. You have the authority of the owner of the property to make this contract in respect of the goods.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

4. Non-submission of certain goods for removal or storage

4.1. The following items must not be submitted for removal or storage:

- a. Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.
- b. Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- c. Prohibited or stolen goods.
- d. Controlled drugs.
- e. Plants or goods which may be likely to encourage vermin, pests or cause infestation.
- f. Perishable items and/or those requiring a controlled environment
- g. Goods, which in our opinion are hazardous to health, dirty or unhygienic or likely to attract vermin or pests
- h. Any pets or animals (including reptiles, fish and birds) whether in cage, tank or animal carrier.
- i. Goods, which require government permission or license for export or import.

Any of the above-listed goods will not be removed by us except with our prior written agreement. If these goods are removed, we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If such goods are removed without our knowledge and prior written consent, we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. Furthermore, we would have the right to dispose of goods which are listed under paragraphs 4(b), 4(c), 4(d), 4(e) and 4 (f) without notice. You will pay to us any charges, expenses, damages, legal costs or penalties incurred by us disposing of the goods.

5. Postponements, cancellations

5.1. If you postpone or cancel this contract, we may charge according to how much notice you provide prior to the agreed initiation date of the removal transport.

- a. Less than 7 days' notice: min 500€ or according to charges caused by the cancelation.
 - b. Less than 48 hours: min 50 % of the removal charges or according to charges caused by the cancelation
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6. Payments

- 6.1. Unless otherwise agreed by us in writing:
 - a. Private persons: payment is required in advance, prior to departure from the country of origin
 - b. Business/corporate accounts-with established credit history: payment is required within 14 days upon invoicing unless differently agreed-
 - c. Finnish diplomats: payment shall be made within 14 days upon invoicing date.
 - 6.2. You may not withhold any part of the agreed price.
 - 6.3. In respect of all sums, which are overdue to us, we will charge interest calculated at 16 % per year plus any separate collection fees.
 - 6.4. In default of payment, we reserve the right to refuse to commence removal or storage until such payment is received.
 - 6.5. Failure to comply with our payment terms will also mean that the goods are not insured
 - 6.6. If the contract is modified by you, unless previously agreed, and the contract therefore cannot be wholly or partially executed as agreed, we have the right to receive the agreed payment for freight and other remuneration minus what we may have saved, or could reasonably have saved, by not having to execute the contract.
 - 6.7. If the contract cannot be performed as agreed due to circumstances beyond our control, and even if we have given you the right to defer payment until the arrival of the goods at destination, it is your duty, when so requested, to pay what is due.
 - 6.8. We have the right to special compensation for work which is clearly necessary in addition to what has been explicitly agreed upon or normally follows from our contract. The compensation is determined in accordance with the same principles as those applying to the compensation for the services under the contract.
 - 6.9. Regarding outlays in addition to those which have been expressly agreed upon, or which normally follow from our contract and which have not been paid in advance to us, we have the right to compensation for documented outlays and costs connected therewith.
 - 6.10. In the case that we would have to pay additional amounts for the agreed services (e.g. increases in fuel surcharge, new governmental fees...), it is your duty upon request to refund these amounts subject to appropriate documentation. We are responsible for checking and if possible, ensure together with you, that the services rendered are within the scope of the contract, and that the amounts debited are reasonable. We will inform you, if possible, prior to such payment being made. For third party outlays we charge a handling fee.
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7. Our responsibility

- 7.1. It is Our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By "undamaged" we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage.
 - 7.2. It is our duty to prove that, according to the contract, we have protected your interests in a diligent manner.
 - 7.3. In the event that we have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is our responsibility to deliver them to you, or produce them for your collection, undamaged. Again, by "undamaged" we mean in the same condition as they were in immediately prior to being packed/ made ready for transportation or storage.
 - 7.4. If we fail to discharge the responsibilities identified in clauses 7.1 and 7.3, We will, subject to the provisions of clause 8 be liable under this agreement to compensate you for such failure
 - 7.5. Our international removal services are always without a time guarantee unless specified.
 - 7.6. With a time-guarantee, we are liable for the goods arriving within the time that:
 - has been agreed upon in writing as a special, time guaranteed transport
 - has been submitted in writing as a condition of an offer expressly accepted by us.
 - has been presented by us in a written quotation that was accepted by the you.
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8. Our liability for loss or damage

- 8.1. Our liability is limited by the general conditions of the Nordic Association of Freight Forwarders 2000 (excluding paragraph 6, 20 and paragraph 27 C. 3.).
- 8.2. We will not accept liability for loss or damage to goods unless it can be proven that we were negligent and the goods were in our actual possession. In such circumstances, we will accept liability as in conditions 8.1, 8.5, 8.6, 8.7, 8.9 and 8.10.
- 8.3. If for some reason we must engage a transport operator, airline or shipping company to convey your goods to any point on route to the final destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
- 8.4. The limitations of our liability for loss or damage are set out in clauses 8.1, 8.5, 8.6, 8.7, 8.9, 8.10. If you have contracted our recommended insurance, please check your insurance terms for information about compensations.

- 8.5. For loss, depreciation of or damage to goods our liability is limited to SDR 8,33 per kg gross of the part of the goods which has been lost, or damaged. **SDR (special drawing rights)** is an official monetary unit of IMF and its exchange rate is usually stated together with the other currency exchange rates.
- 8.6. We may repair or replace an item, which is damaged. However, if an item is repaired, we will not be held liable for depreciation in value.
- 8.7. We will not be liable for any loss, damage or failure to produce the goods if it is:
 - a. Caused by any of the following reasons:
 - I. Fire.
 - II. War, hostilities, terrorism, Act of God, industrial action or other such events outside our reasonable control.
 - III. Normal wear and tear or deterioration, leakage or evaporation or from unstable or perishable goods.
 - IV. Infestation by moth, vermin or anything similar.
 - V. Cleaning, repairing or restoring goods, unless undertaken by ourselves.
 - VI. Goods not packed by us, including those in wardrobes, drawers, or appliances, or in a package, bundle, case or other container.
 - b. Electrical / mechanical faults to any appliance or mechanical instrument, unless there is evidence of damaging external impact.
 - c. To jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind, unless we have confirmed in writing that we accept responsibility and you have given us description and value of those articles.
 - d. Any goods already proven defective or goods, which are inherently defective.
 - e. To pets or animals (including reptiles, fish and birds) whether in cage, tank or animal carrier.
 - f. To plants.
 - g. The data, files, software or digital contents of any computer or similar device.
- 8.8. No employee of Travelcarga International Removals shall be separately liable to you for any loss, damage, errors or omissions, unless acting outside the scope of their employment.
- 8.9. We do not accept liability for goods, which are removed by Customs Authorities or other Government Agency
- 8.10. Our liability ceases 15 days after the we have informed the you or the party who has the right to receive the goods that the goods have arrived, or have forwarded a written notice in this respect to the address stated by you.

9. Damage to premises or property other than goods

- 9.1. For property other than those goods submitted for removal transport and / or storage, we will only be liable for damage where it can be proven that we have been negligent or acted without reasonable care and skill.
- 9.2. If it is the case that we have advised against moving certain goods, due to a high risk of damage, but you have in given us your express instructions to move said goods, we are not to be liable for possible damaged occurred.
- 9.3. For property other than those goods submitted for removal transport and / or storage, where we are responsible for causing damage, you must note this on the worksheet or delivery receipt wherever reasonable to do so. In this case our liability shall be limited to making good the damaged area only. Note that this only applies if damage has been caused after it is proved that you have provided reasonable protection prior to the removal.
- 9.4. Driveways: If you are in any way concerned that your driveway (or your building's driveways) is unable to take the weight of our vehicles please advise us in writing accordingly. When you give permission for us to drive onto your driveway, it is on the understanding that this is at your own risk. Failure to advise or notify us in writing of any potential weaknesses will absolve us from any claims for compensation resulting from damage to said driveway.

10. Delays

- 10.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- 10.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.
- 10.3 Any transit times quoted by us are estimated and based upon information known to us at the time. Transit times may vary due to a number of factors outside our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise you of any changes to the transit times as soon as we become aware.
- 10.4 We will not be liable for any loss or consequential damage suffered by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.
- 10.5 You may have the right to compensation as if the goods had been lost if no delivery has been made with regard to international road transports:
 - within 30 days after the expiry of the agreed period of time, or, if no particular period of time has been agreed upon,

- within 60 days from the moment the goods were accepted for transport for other types of transport, within 60 days from the time when the goods should have arrived.
- 11.6 We shall not be liable to compensate as if for total loss if we can prove within the above-mentioned time limits that the goods have not been lost and that they can be delivered within a reasonable period of time.
- 11.7 For loss, depreciation of or damage to goods our liability is limited to SDR 8,33 per kg gross of the part of the goods which has been lost, depreciated or damaged.
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11. LIEN and our right to dispose/sell the goods.

- 11.1 LIEN is our legal right to hold goods until the customer has paid all outstanding charges. As a freight forwarder, we have a lien on the goods under our control, for fees and expenses in respect of such goods – remuneration and warehousing charges included – as well as for all other amounts due from the you.
- 11.2 Should you fail to pay the amount due to us, we have the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due to us, including expenses incurred. While we hold the goods, you will be liable to pay all storage charges and other costs (including legal costs) incurred by us in recovering our charges and applying our right of lien. We shall, when possible inform you well in advance what we intend to do with regard to the sale of the goods.
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12. Our right to sub-contract the work

- 12.1 We reserve the right to sub-contract some or all of the work.
- 12.2 If we sub-contract, then these conditions will still apply.
- 12.3 We will be liable for damage resulting from our lack of due diligence in the performance of the contract. It is our duty to prove that we have exercised such due diligence in order to protect your interests according to the contract.
- 12.4 We shall not be liable for acts or omissions of third parties in performing the transport, loading, unloading, delivery, clearance, storage, collection or other services rendered by us, provided we can prove that we have acted with due diligence in choosing such third parties.
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13. Route and method

- 13.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 13.2 Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be used for consignments of other customers.
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14. Advice and information for international removals

- 14.1 We will use our reasonable endeavors to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.
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15 Your forwarding address

- 15.1 If you instruct us to store your goods, you must provide a correct and up to date address and telephone number and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it by first class post to your last address recorded by us.
- 15.2 If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.
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16. Notice of claim

- 16.1 Any notice of claim shall be given us without undue delay. If you or your authorized representative collect the goods, we must be notified in writing of any loss or damage at the time the goods are handed to you or your agent otherwise we shall not be liable.
- 16.2 If notice of claim is given later than within seven days from the day when the goods were received, it is up to you or the person who gave notice of claim to prove that the damage or depreciation of the goods had occurred before the goods were received. If this condition is not been proved, the goods will be considered to have been delivered in good condition.
- 16.3 Notice of claim concerning matters other than damage to, or depreciation or loss of the goods shall be given within fourteen days from the day on which you knew or ought to have known about the circumstances forming the basis of our liability. If such notice of claim has not been given, it will be considered that your right of claim is lost.

17. Termination

17.1 If payments are up to date, we will not end this contract except by giving you three months' notice in writing. If you wish to terminate your storage contract, you must give us at least 10 working days' notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

18. Applicable law. Disputes.

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the Finnish courts. General disputes regarding this agreement shall not be referred to the courts, but shall be decided by arbitration and according to Finnish law. The arbitrators shall be appointed by the Arbitration Institute of the Central Chamber of Commerce in Finland, and the arbitration shall be conducted according to the Rules of this Institute. The arbitration shall take place in the City of Helsinki. The commencement of legal proceedings for the collection of undisputed claims does not imply a waiver of arbitration with respect to disputed counter-claims which may not be enforced, litigated or set-off other than by means of arbitration.

These terms and conditions can be varied or amended. Changes or modifications have to always be made in writing and prior agreement.