

## **Rights and responsibilities / terms and conditions:**

These Terms and Conditions are mutual relationship with our Company and explain your rights, obligations and responsibilities as well as our obligations and responsibilities. We are storage, moving, logistic, transport and freight forwarding services provider.

### **MOVING COMPANY RESPONSIBILITES**

The actual duties of your movers will depend on the services you require. If you hire full-service movers, they will take care of every step of your move. Alternately, you may decide to hire partial movers, who will just handle certain parts of the move.

- When we act as an agent on your behalf then we are acting in a customary manner and you expressly authorize us to enter into contracts on your behalf and on behalf of the Owner in order to perform the Services. In our capacity as an agent, we do not make or support to make any contract with you for the carriage, storage, packing or handling of any Goods nor for any other Services in relation to them and act solely on your behalf in securing Services by establishing contracts with third parties so that direct contractual relationships are established between you and such third parties.
- When we act as a principal for the performance of any of the Services then the contract should expressly state so in which case we accept responsibility for loss or damage to Goods taken into our care and custody from the time we takes physical delivery of the Goods until the time we are entitled to call upon the you or the Owner to take delivery of the Goods (subject always to these Terms and Conditions and in particular subject to the limitation of liability).
- These Terms and Conditions can only be changed or amended by written agreement between the Company and the Customer.
- Our liability for loss or damage is limited. Please pay special attention to the subject article.
- The Customer and the Company agree that these Terms and Conditions shall supersede any additional terms of the contract, which are in conflict with these Terms and Conditions (unless any additional terms of the

contract reduce the liability, responsibility or obligations of the Company in which case such additional terms of the contract shall apply).

## **The Mover's Liability for Loss and Damage**

Moving company shall perform our duties with a reasonable degree of care, diligence, skill and judgment but we shall, subject to any exclusions and limitations, only be liable for loss or damage caused as a direct result of our gross negligence or willful misconduct.

We assume you and the Owner are responsible for insurance and accept all risk in relation to the Goods and we shall not be liable for loss or damage to goods not insured through us.

We shall not be liable for loss or damage resulting from:

- (a) Fire, loss, or damage while goods are in storage; (b) moths, vermin or similar infestation; (c) cleaning repairing or restoring (unless we did the work); (d) invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, or military coup, strike, lock-out, stoppage or restraint of labor; (e) wear and tear, leakage or evaporation, atmospheric or climatic changes; (f) death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink which are moved entirely at your risk; (g) indirect or consequential loss, including but not limited to, loss of profit, delay (except as set out loss of market value; etc. (h) Items which are brittle or have an inherent defects, deep freezers, the mechanism of clockwork, electronic, or motor-driven goods (unless there are outward signs and visible signs of impact damage, (e) Sensitive equipment or self-assembly furniture that is dismantled and/or re-assembled, regardless of who built it originally, or for self-assembled furniture which is not suitable for transport; (j) any Goods not packed or unpacked by us; items left inside cupboards or other furniture; food or plants; fixtures, fittings, property or goods damaged as a result of difficult access; goods received from third parties in an unknown condition or damaged/lost by third parties, (k) Valuable and Dangerous Goods;
- Loss following from delay unless expressly agreed in writing;
- Damages on goods which is not professionally packed or wrapped by our team;

- We shall not be liable as a Carrier even if you received a transportation document issued by us unless the transportation document expressly states that we are acting as a Carrier.
- We reserve the right to sub contract some or all of the Services in which case these Terms and Conditions will still apply to any sub contracted portion of the Services.

### **Our liability for loss or damage and limitation of liability**

Movers customarily make every effort to avoid losing, damaging, or destroying any of your items while your shipment is in their possession for transportation. However, despite the precautions taken, articles are sometimes lost or destroyed during the move. Our liability for loss or damage is limited. Please pay special attention to the subject clauses. All moving companies are required to assume liability for the value of the goods that they transport. However, there are different levels of liability, and consumers should be aware of the amount of protection provided and the charges for each option

- Our liability is sum at the rate of 0.7 EUR per kg. Loss or damage claims are settled based on the weight of the article multiplied by 0.7 EUR per kg. For example, if a 10-pound stereo component, valued at EUR 1000 were lost or destroyed, we will be liable for no more than EUR 7 (10 kgs x 0.7 EUR kgs). There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it. If you do not select this alternative level of liability, your shipment will be transported at the Full (Replacement) Value level of liability and you will be assessed the applicable valuation charge.
- or subject to a limit of EUR 150 per bill of lading, whichever shall be the least; or double the fees paid for the Services.
- By special arrangement agreed in writing, we may accept liability in excess of the limits set out in clause above provided you agree to pay our additional charges for accepting such increased liability (details of our additional charges will be provided upon request).

### **Damage to premises**

- We shall not be liable for damage to premises unless caused by our gross negligence or willful misconduct in which event our liability will be limited to a maximum amount of EUR 100 unless property damage insurance has been arranged by us at your request.

- Any damage to premises must be noted on the delivery receipt and confirmed in writing to us within 7 days from pick up or delivery (as the case may be). The time limit is essential otherwise we will not be liable and you will have waived your right to claim for damage to premises.
- No liability for third parties / We are not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless we failed to exercise due diligence in electing, instructing or supervising such third parties.

## **Documentation You Should Receive From Your Mover**

- Helpful tips/moving checklist
- Your Rights and Responsibilities When You Move,”. It can be found on [www.balkanrelocations.com](http://www.balkanrelocations.com). You should talk to your mover if you have further questions. The mover will also furnish you with a pamphlet describing its procedures for handling your questions and complaints. The pamphlet will include a number you can call to obtain additional information about your move.
- Your mover must provide you with a written estimate/quotation
- Information on dispute settlement / Contact information for inquiries and complaints.
- A copy of the Order for Service that is signed and dated by both you and your mover / Contract /BL. It is your responsibility to read the Contract /Agreement before you accept it. This is an important document. Do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled. This authorizes us to transport your belongings. It will list the estimated cost of your move, special services you requested, and estimated dates of pickup and delivery. The crew leader/driver must give this to you before he loads your belongings. Read it carefully, and sign only if everything written on it is correct. There should be no items that are left blank to be filled in later. When your belongings are delivered, the driver should give you a copy of the completed delivery report. The freight bill should be attached with the scale weight tickets when the freight bill has been paid.
- Inventory - When we make an inventory of your Goods and send it to you it will be accepted as accurate unless you write to us within 4 days of

receiving the inventory to notify us of errors or omissions. We need to prepare an inventory of your shipment before or at the time of loading. If the list is not possessed, you should write a detailed inventory of your shipment listing any damage or unusual wear to any items. The purpose is to make a record of the existence and condition of each item.

After completing the inventory, you should sign each page and ask the mover's driver to sign each page. Before you sign it, it is important you make sure that the inventory lists every item in the shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. If an item is missing or damaged when your mover delivers the shipment, your subsequent ability to dispute the items lost or damaged may depend upon your notations. You should retain a copy of the inventory. Your mover may keep the original if the driver prepared it. If your mover's driver completed an inventory, the mover must attach the complete inventory to the Contract as an integral part of the it.

- Receipt for delivery of the shipment

At the time of delivery, we expect you to sign a receipt for your shipment. Normally, you will sign each page of copy of the inventory. Delivery receipt or shipping document must not contain any language purporting to release or discharge it or its agents from liability. We will include a statement about your receipt of your property in apparent good condition, except as noted on the shipping documents.

Do not sign the delivery receipt if it contains any language purporting to release or discharge your mover or its agents from liability.

## **Insurance**

Insurance is a separate contract between you and an insurance provider. Insurance conditions are separate from our Terms and Conditions. We are not responsible for loss or damage to uninsured Goods or Services. If you want us to carry out Services which are excluded from these Terms and Conditions .

- You can buy separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released value [0.8 EUR per kilogram)/per article]. This is not valuation coverage governed by the law but optional insurance. If you purchase this separate coverage and your mover is responsible for loss or damage, the mover is liable only for an amount not exceeding 0.8 EUR per

kilogram / per article and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance, and the cost.

- Insurance or mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. Your mover must issue you a policy or other appropriate evidence of the insurance you purchased. Your mover must provide a copy of the policy or other appropriate evidence to you at the time your mover sells or procures the insurance. Your mover must issue policies written in plain English.
- We will not obtain (and be under no obligation to obtain) any insurance cover for you or the Goods unless you expressly instruct us in writing to do so.
- All insurances are subject to the usual exceptions and conditions of the policies of the insurance provider or underwriters taking the insured risk.

#### Hindrances or unforeseen risks

- If at any time our performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Goods) not arising from any fault or negligence on our part and which cannot reasonably have been foreseen or avoided by us with the exercise of reasonable care, then we may abandon the transport of the Goods and the Services without liability on our part.
- Unforeseen costs - Due to the nature of the area we work in there may be demurrage, truck waiting days convoy/escort, customs inspection and other charges incurred outside of our control.
- We will make every effort to alert you prior to incurring these charges but these will also be the responsibility of the party /company accepting this quotation.
- Your mover's quotations must provide for liability insurance coverage rate or cost. The tariff must also provide for the base transportation charge, including its assumption of full liability for the value of the shipment.

### **Complaints and Inquiries about the mover's service**

All movers are expected to respond promptly to complaints or inquiries from you, the customer. Should you have a complaint or question about your move,

you should first attempt to obtain a satisfactory response from the mover's local agent, the sales representative who handled the arrangements for your move, or the driver assigned to your shipment.

- At the time you make the arrangements for your move, you should ask the mover's representative for a description of the mover's procedure, the telephone number to be used to contact the mover, and whether the mover will pay for such telephone calls.
- Your mover's procedure must include the following four items:
- A communications system allowing you to communicate with your mover's principal place of business by telephone/ telephone number.
- Your mover must give you a clear and concise written description of its procedure. You may want to be certain that the system is in place.
- In case of loss or damage to any of your property, you have the right to file a claim with the mover.
- You have 15 days following either the date of delivery, or the date on which the shipment should have been delivered, to file a claim. However, you should file a claim as soon as possible..

### **STORAGE IN TRANSIT**

If you request your mover to hold your household goods in storage-in-transit and the storage period is about to expire, your mover must notify you, in writing, about the four following items:

- The date when storage-in-transit will convert to permanent storage.
- The existence of 3-month period after the date of conversion to permanent storage, during which you may file claims against your mover for loss or damage occurring to your goods while in transit or during the storage-in-transit period.
- Your mover's liability will end.
- Your property will be subject to the rules, regulations, and charges of the warehouseman. Your mover must make this notification at least ten days before the expiration date of one of the following two periods of time:
- The specified period of time when your mover is to hold your goods in storage.
- The maximum period of time provided in its quotation / tariff for storage-in-transit.
- Your mover must notify you by fax, e-mail, and certified mail with return receipt requested, or in person.

- If your mover holds your household goods in storage-in-transit for less than 10 days, your mover must notify you, one day before the storage-in-transit period expires, of the same information specified above.
- Your mover must maintain a record of all notifications to you as part of the records of your shipment. Under the applicable tariff provisions regarding storage-in-transit, your mover's failure or refusal to notify you will automatically extend your mover's liability until the end of the day following the date when your mover actually gives you notice.

## **Timings, weighting, method and route of transportation**

### Timing:

Your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service." Your mover must provide reasonable dispatch service to you, except for transportation on the basis of guaranteed delivery dates.

- When your mover is unable to perform either the pickup or delivery of your shipment on the dates or during the periods of time specified in the order for service, your mover must notify you of the delay. As soon as the delay becomes apparent to your mover, it must give you notification that it will be unable to provide the service specified in the terms of the order for service. Your mover may notify you of the delay in any of the following ways: by telephone, fax transmissions, e-mail, overnight courier, certified mail with return receipt requested, or in person.
- When your mover notifies you of a delay, it also must advise you of the dates or periods of time it may be able to pick up and/or deliver the shipment. Your mover must consider your needs in its advisement. Your mover must prepare a written record of the date, time, and manner of its notification. It is your responsibility to determine on what date, or between what dates, you need to have the shipment picked up and on what date, or between what dates, you require delivery.
- It is your mover's responsibility to tell you if it can provide service on, or between, those dates, or, if not, on what other dates it can provide the service. - Your mover's only defense for not providing the service on the dates called for is the defense of force majeure. This is a legal term. It means that when circumstances change, were not foreseen, and are beyond the control of your mover, preventing your mover from performing the



service agreed to in the bill of lading, your mover is not responsible for damages resulting from its nonperformance. This may occur when you do not inform your mover of the exact delivery requirements. For example, because of restrictions trucks must follow at your new location, the mover may not be able to take its truck down the street of your residence and may need to shuttle the shipment using another type of vehicle.

While we hope your mover delivers your shipment in a timely manner, you should consider the possibility your shipment may be delayed.

- We shall use reasonable endeavors to perform the Services in accordance to the agreed written time schedule.
- If you change or amend the route or time schedule or your instructions are inaccurate or incomplete or not according to contract, then we may act as we deem fit at your risk and expense in order to perform the Services.
- Unless otherwise agreed, we may without notice to you arrange to carry the Goods on or under deck and choose or substitute the means, route and procedure to be followed in the handling, storage and transportation of the Goods.

#### Delays in transit

- If we do not keep to an agreed written time schedule and the delay is within our reasonable control we will pay you reasonable expenses up to a maximum of EUR 50 for any delay. If through no fault of ours we are unable to deliver the Goods, we will arrange for storage at your risk and expense in which case the contract will then be fulfilled and the Goods deemed delivered. Any additional Services, including storage and delivery charges, will be at your expense.
- Truck Waiting days - We give 1 day free for loading and export paperwork and 1 days free for import customs clearance and unloading. After exceeding this free time we will charge "our" customer demurrage per calendar day.

#### Demurrage charges vary depending on country of operation.

- Delay in transit, which occurs due to insufficient or incorrect paperwork provided by the exporter/importer, will be charged as above to "our" customer.
- Cost that unexpectedly occurred due to customs legislation of the country involved (like escort / convoy, changes in regulations, etc.) and the delay demurrage for this will be charged onto "our" customer.

- Airfreight pickup / delivery - Loading / unloading must be completed the same day as truck arrival.

### Weighting

Shipments subject to minimum weight or Volume charges. Movers usually have a minimum weight or volume charge for transporting a shipment. Usually the minimum is the charge for transporting a shipment of at least 1,000 pounds (454 kilograms).

Determining the weight of your shipment

- If charges are to be based upon the weight of the shipment, the mover is required to weigh the shipment. Unless your shipment weighs less than 1,000 pounds (454 kilograms) and can be weighed on a warehouse platform scale, the mover is required to determine the weight of your shipment by one of the following processes.
- Your mover must weigh your shipment upon a certified scale.
- Your mover may use an alternative method to weigh your shipment if it weighs 3,000 pounds (1,362 kilograms) or less. The only alternative method allowed is weighing the shipment upon a platform or warehouse certified scale before loading your shipment for transportation or after unloading.
- Experience has shown that the average shipment of household goods will weigh about 40 pounds (18 kilograms) per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average weight per item may be 45 pounds or more (20 kilograms or more).

## **Hindrances or unforeseen risk**

- If at any time our performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Goods) not arising from any fault or negligence on our part and which cannot reasonably have been foreseen or avoided by us with the exercise of reasonable care, then we may abandon the transport of the Goods and the Services without liability on our part.
- In such an event, where reasonably possible, we will make the Goods or any part of them available to you at a place we deem safe and convenient, whereupon delivery shall be deemed to have been made, and our responsibility in respect of such Goods and Services shall cease but we shall

still be entitled to the agreed remuneration under the contract and you shall pay any additional costs associated with the circumstances mentioned

- Unforeseen costs - Due to the nature of the area we work in there may be demurrage, truck waiting days convoy/escort, customs inspection and other charges incurred outside of our control. We will make every effort to alert you prior to incurring these charges but these will also be the responsibility of the party / company accepting this quotation.

## **MOVING ESTIMATION /QUOTES**

- Your mover may provide any service options it chooses. It is customary for movers to offer several prices and service options.
- The total cost of your move may increase if you want additional or special services. Before you agree to have your shipment moved under a bill of lading providing special service, you should have a clear understanding with your mover of what the additional charges might be;
- Before requesting or agreeing to any of these price and service options, be sure to ask the mover's representatives about the final costs you will pay.
- Your mover should prepare a written estimate on every shipment transported for you. You are entitled to a copy of the written estimate when your mover prepares it.
- Your mover must provide you a written estimate of all charges, including transportation, accessorial, and advance charges. You and your mover must sign the estimate of charges. Your mover must provide you with a dated copy of the estimate of charges at the time you sign the estimate.
- Our quotation does not include customs duties or any other fees or charges payable to government, semi government, administrative or similar bodies or authorities.

Unless otherwise agreed we quote a fixed price but we may change the price or apply additional charges if any of the following apply or have not been taken into account when preparing the quotation:

- You do not accept the quote within 28 days;
- The Services are not carried out within 1 months due to your delay;
- Our costs increase due to currency fluctuations, changes in taxation or freight charges beyond our reasonable control;
- We have to collect or deliver Goods to bed accesses, using outside elevators or high floors of a building or residence;

- We supply any additional Services not expressly quoted for (including moving or storing additional goods in which case these Terms and Conditions still apply);  
There are hindrances outside our reasonable control :
- The stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles, which requires that we do additional work;
- Any parking or other fees or charges that we have to pay in order to carry out our Services on your behalf.
- Transport rate is not always calculated on the actual shipment weight, as a volumetric chargeable weight may apply depending on the density of shipment.

## **Additional charges / Notification of charges**

- If the location that you are moving from is located within a 50 km radius of your mover's (or its agent's) place of business, the estimate that your mover provides to you must be based on a physical survey of your goods. You may waive the requirement for a physical survey if you choose, but your waiver must be in the form of a written agreement signed by you before your shipment is loaded.
- Your mover must provide reasonably accurate non-binding estimates based upon the estimated weight of the shipment and services required.
- Your mover must explain to you that all charges on shipments moved under non-binding estimates will be those appearing in your mover's tariffs applicable to the transportation.

### Postponements and Cancellations

- You will be liable to pay us 30% of the agreed service fee quoted for if you cancel or postpone any works on less than 24 hours notice.
- We may also collect at the time of delivery the cost of any additional services that you requested after the contract with your mover was executed that were not included in the estimate, and the charges for impracticable operations needed to accomplish delivery, as defined by the carrier's tariff. Additional charges collected at the time of delivery for impracticable operations may not exceed 15 percent of all other charges due at delivery. You must pay all remaining charges for impracticable operations within 15-30 days after you receive the mover's freight bill.

The services not included in the quotation unless expressly agreed in writing we will not:

- Dismantle or assemble unit furniture (flat-pack), fittings or fittings;
- Disconnect or reconnect appliances, fittings or equipment;
- Remove or lay fitted floor coverings;
- Move night storage heaters unless they are dismantled; or
- Move or store any items excluded in clause
- If any of our staff does this kind of work for you at your request and without our written consent then we will not be liable for any loss or damage.
- The following items are specifically excluded from our contract with you and if you ask us to move them. We do not accept any responsibility for loss or damage (howsoever caused):
  - Valuable Goods;
  - Dangerous Goods
  - Goods likely to encourage vermin or other pests or to cause infection;
  - Refrigerated or frozen food or drink; and
  - Any animals and their cages or tanks including but not limited to pets, birds or fish.

## **Payment of additional charges**

- Storage charges are payable in advance. All charges, including removal charges, which must be paid in full before Goods may be taken out of storage. All storage rates and customs fees will be the responsibility of the Sender or The party accepting this quotation unless otherwise agreed in writing. We review our storage charges periodically and may increase them from time to time. You will be given 28 days notice of any increases.
- If you choose someone else to collect your Goods from our warehouse we are entitled to apply a charge for handing them over. Our liability will cease upon handing over the Goods. All trucking / handling rates based on local standard equipment.
- X ray or government charges which may cause delays of the shipment, must be paid directly to the subject institutions

## **SERVICE PAYMENT**

- You must pay our fees and charges by bank transfer or by credit cards.

- You will remain responsible for all costs, fees, charges, expenses, duties, freight and related charges even if you give us instructions to collect this from the Owner or any other party who is entitled to delivery of the Goods.
- We reserve the right to refuse Services and to terminate any contract with immediate effect if payment is not received in full when it becomes due.
- For the avoidance of doubt, payment of our fees when due (and insurance premiums, if purchased through us) may not be withheld or delayed for any reason whatsoever.
- Payment in advance required unless otherwise agreed in writing
- Interest at 6% per month will be calculated on all accounts, which are outstanding for more than 40 days.

## **CLIENT RESPONSIBILITIES**

Your responsibility during removal is:

- To Ensure that nothing is taken away in error or left behind;
- Obtain at your own risk and expense all documents, customs forms, governmental documents, necessary for the removal to be completed;
- Provide security for the Goods at the departure and destination points by being present yourself or authorizing someone to represent you;
- Adequately prepare and stabilize all Goods prior to their removal;
- Arrange and pay for any necessary parking facilities. We will arrange any necessary parking fees at additional charge unless stated on your quotation.

Customer's liability

- You shall be liable to the Company for all loss or damage, costs, expenses, fees and charges resulting from inaccurate or incomplete information or instructions given to us in the handing over by you or anyone acting on your behalf, or to any other person to whom we may become liable, of Goods having caused death or personal injury, damage to property, environmental damage or any other type of loss.
- In the event that you fail to pay your fees or any charges and costs when due then we may apply a 50% surcharge on your outstanding balance in advance of collections.

- If you send Goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you 7 days after posting it to the last forwarding address recorded by us.

## **Ownership of the Goods and Indemnity**

- By entering into these Terms and Conditions you warrant that:
- The description and particulars of any Goods furnished by you or on behalf of the Owner are complete and accurate;
- That all Goods are safe for transport and storage and have been properly and sufficiently prepared, packed, stowed, labeled and marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods;
- The Goods to be removed are your own property or you have the authority of the Owner in respect of the Goods to be moved or stored; and

You shall indemnify us from all liability incurred in the performance of the Services and undertake that no claim shall be made against any director, servant, or employee of the Company which imposes or attempts to impose upon them any liability in connection with any Services which are the subject of these Terms and Conditions. If any such claim is nevertheless made, you agree to indemnify the Company (including its directors, servants, or employees) against all consequences and liabilities arising thereof.

For the avoidance of doubt, your indemnity covers any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any third party.

## **Dangerous Goods**

The following are classified as dangerous goods and cannot be stored or transported:

- Ammunition
- New or partially used cans of paint
- Linseed oil
- Bleach products
- Gas cylinders, turpentine (unless emptied)

- Kerosene
- Petrol
- Cleaning fluids
- Aerosols (any kinds)
- Vegetable oils
- Chemical sets.

#### REMARK

There are special exceptions for very small quantities of medicinal and toilet articles carried in your household goods and certain smoking materials carried on your person. For further information, contact your mover

### **A few do and don'ts:**

- Don't forget to detail any high value items (e.g. antiques, furs, paintings) in your transit protection declaration—a separate valued list is requested
- Don't put breakables in drawers
- Don't put liquid in drawers (sauce bottles, perfumes, etc.)
- Don't overload furniture with too many items (in drawers)
- Don't store perishable foods such as cereals, flours, etc.
- Don't polish your furniture prior to your move. Polishing surfaces can cause furniture to condensate when wrapped
- Don't store or transport jewelry, money, legal documents, taxation papers, insurance policies or other high value/irreplaceable articles (keep these items with you)
- Don't forget to check your home for any belongings the packing crew may have missed—before they leave.
- Do not forget one last look around.
- Do not forget to check anything left behind in the attic, garden, garage or basement;
- Do not forget to check are the clothes at the dry cleaners, shoes at shoe repair shops, sporting goods in lockers at clubs/schools?
- Do not forget to check are the water heater, main power and gas taps turned off?
- If possible, turn off air conditioners and use them only when necessary during the packing. Furniture kept in a constantly cooled climate may condensate when suddenly exposed to hot air. Allowing your furniture to



adapt to the warm air can be helpful in eliminating moisture problems during transit

- Pack your suitcases and move them (together with your valuables, passports, and tickets) to a safe place, such as a trusted neighbor's home. This will prevent them from being accidentally packed with your goods;
- Put your personal telephone and address book with your carry-on luggage for the flight. You may want to get in touch with people later;
- Dispose of all remaining flammables, dangerous, or hazardous materials; Throw or give away bottles of nail polish, and liquids in glass bottles
- Do not forget to check are your windows and doors locked? Old house keys surrendered?

## **Assessment of compensation**

The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and quality.

Our right to sell the Goods:

- We are entitled to require you to remove your Goods from our custody and to pay all monies due to us upon 28 days notice. If you fail to pay all outstanding monies due to us we are entitled to sell or dispose of some or all of the Goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and
- The balance remaining, if any, will be paid to you without interest.

Right to general lien

- We shall have a general lien on all Goods and documents relating to Goods in our possession, custody or control for all sums due at any time from you or the Owner, and we shall be entitled to retain or dispose of such Goods and documents against payment of the freight or other expenses and other such sums due to us for the Services.

Claims against us

- You will be liable to pay and indemnify us against any claims, charges, expenses or damages made by third parties (people other than you) in relation to the Services.

Our right to sub-contract the Services

- We reserve the right to sub contract some or all of the Services in which case these Terms and Conditions will still apply to any sub contracted portion of the Services.

**Jurisdiction and applicable law**

- These Terms and Conditions and any act or contract to which they apply shall be governed by Serbian law.
- Any dispute arising out of any act or contract to which these Terms and Conditions apply shall be subject to the exclusive jurisdiction of the Serbian Court.
- If any provision of these Terms and Conditions is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

I have read and accept these Terms and Conditions and warrant our authority to enter into these Terms and Conditions, on behalf of the Customer:

- Signature \_\_\_\_\_
- Date \_\_\_\_\_
- Printed Name \_\_\_\_\_