

GOSELIN MOBILITY ROMANIA - CONDITII GENERALE PENTRU SERVICII DE MUTARI

DEFINITII:

- **Clientul:** partea care comanda mutarea.
- **Consumatorul:** mandantul, orice persoana privata care actioneaza intr-un scop ce nu tine de activitatea sa comerciala, antreprenoriala, ocupationala sau profesionala, si care se incadreaza in definita consumatorului, conform legislatiei Romane aplicabile.
- **Furnizorul de servicii de mutari:** partea care primeste comanda si care furnizeaza servicii de mutari ca servicii profesioniste.
- **Formularul de comanda pentru servicii:** contractul de mutare, enumerarea tuturor acordurilor incheiate intre Furnizorul de servicii de mutari si Client in cadrul mutarii (inclusiv comenzi speciale).
- **Subantreprenorul:** partea contractanta care furnizeaza servicii furnizorului de servicii de mutari (impachetare, incarcare, transport rutier, transport feroviar, maritim sau aerian, formalitati vamale, depozitare si livrari).
- **Zile lucratoare:** toate zilele calendaristice cu exceptia sambetelor, duminicilor si sarbatorilor legale. Daca o perioada exprimata in zile lucratoare se termina intr-o zi de sambata, perioada se extinde astfel incat sa includa urmatoarea zi lucratoare.

ARTICOLUL 1 – PRET – MASA – FORTA MAJORA – EXECUTARE – REZILIERE – TAXE

1.1 Volumul bunurilor si durata comenzi astfel cum se prevede in contractul de furnizare de servicii de mutari servesc ca baza a pretului mutarii. Cu exceptia cazului in care se prevede altfel, acest pret nu este convenit ca suma forfetara, si se va aplica tariful societatii. Pretul pentru orice instructiuni speciale ce pot fi convenite in conformitate cu Art. 6 al prezentelor conditii este prevazut in contractul de servicii de mutari (Formularul de comanda pentru servicii).

1.2 Preturile stabilite sunt determinate in functie de serviciile furnizate in fiecare zi, astfel cum se prevede in lege si/sau in contractul colectiv de munca. Cu exceptia cazului de culpa din partea furnizorului de servicii de mutari, toate orele suplimentare sunt calculate in baza tarifului practicat de catre societate. Cu exceptia cazului in care societatea aplica alte intelegeri, toate orele suplimentare in sectorul de servicii de mutari sunt definite dupa cum urmeaza:

- luni, marti, miercuri: dupa cea de a 8-a ora; joi si vineri, dupa cea de a 7-a ora;

1.3 Executarea contractului incepe cu pregatirea echipamentului in depozitul furnizorului de servicii de mutari. Furnizorul de servicii de mutari trebuie numai sa furnizeze echipamentul necesar pentru executarea contractului. Furnizorul de servicii de mutari are, in toate cazurile, dreptul de a folosi mijloacele de transport si manipulare pe care le considera practice si ieftine, atata timp cat elementele esentiale ale serviciului ce urmeaza a fi prestat nu sunt afectate.

1.4 Partea care (anterior datei convenite de executare) refuza executarea contractului va fi, automat si fara notificare formală, raspunzatoare pentru compensatii egale tuturor daunelor, pierderilor si costurilor (totul inclus si nimic exclus) pe care le-a suferit cealalta parte, totusi cu un minim de:

- 25% din quantumul pretului contractual, in cazul in care executarea este refuzata cu mai mult de o (1) saptamana inainte de data convenita a executarii,
- 50% din quantumul pretului contractual, in cazul in care executarea este refuzata cu mai putin de sapte (7) zile, insa mai mult de trei (3) zile inainte de data convenita a executarii,
- 75% din quantumul pretului contractual, in cazul in care executarea este refuzata cu mai putin de trei (3) zile, insa mai mult de o (1) zi inainte de data convenita a executarii,
- 100% din pretul contractual, in cazul in care executarea este refuzata cu mai putin de 24 de ore inainte de data convenita a executarii.

1.5 Transportul bunurilor de mutat si/sau a mobilei la un loc de depozitare este guvernat de prezentele conditii. Prevederile specifice depozitarii bunurilor de mutat si/sau a mobilei sunt stabilite in Conditii Generale de Depozitare si Magazinaj al Mobilei ale GOSELIN MOBILITY ROMANIA, care constituie parte a ofertei si contractului de depozitare, atunci cand aceste conditii sunt incluse.

1.6 Pretul serviciilor de mutari include taxa pe valoarea adaugata (TVA) si toate celealte taxe si costuri ale serviciilor pe care Clientul este obligat suplimentar sa le plateasca.

ARTICOLUL 2 – OFERTA/DEVIZUL

Orice oferta sau propunere emisa de Furnizorul de servicii de mutari sub orice forma, este lipsita de caracter obligatoriu si nu obliga legal Furnizorul de servicii de mutari atata timp cat nu s-a primit un contract explicit si semnat din partea Clientului.

ARTICOLUL 3 – SUBCONTRACTARE

Furnizorul de servicii de mutari este liber sa subcontracteze parțial sau în totalitate contractul obținut unor trete parti/subantreprenori, cu excepția cazului în care acest lucru este interzis explicit, în scris, de către Client, de la început.

ARTICOLUL 4 – MUTARI INTERNATIONALE

Valabil ca o completare la prevederile stabilite în celelalte articole ale prezentelor condiții generale pentru servicii de mutari, acest articol se referă exclusiv la o mutare către sau din România sau realizată între două state membre ale Uniunii Europene sau între un stat membru UE și un stat tert.

4.1 PRET – MASA

4.1.1 Pretul serviciilor de mutari, inclusiv un pret sub forma unei sume fixe pentru mutare, este calculat în baza prețurilor practicate de către subantreprenori. Indiferent de cursul de schimb de la data formării contractului, numai tariful practicat de către subantreprenori la executarea contractului este singurul tarif aplicabil. Revizuirile ale pretului pot interveni ca o consecință a revizuirii tarifului de către un subantreprenor sau subantreprenori, în conformitate cu procedurile comunicate la semnarea prezentului contract, independent de voința Furnizorului de servicii de mutari sau de simpla voință a subantreprenorului, în baza elementelor prezentate în aceste clauze și condiții. Motivele revizuirii pretului trebuie să fie comunicate Clientului imediat ce acestea sunt cunoscute de către Furnizorul de servicii de mutari. Aceasta condiție se aplică atât creșterilor, cât și reducerilor de pret.

4.1.2 Masa bunurilor care pot fi transportate feroviar, fluvial sau maritim în containere feroviare sau maritime este stabilită la un maxim de 100 kg pe m³. Orice masa în exces se va factura separat, pe unitate de 100 kg sau o fractiune a acesteia. Masa bunurilor transportate rutier este stabilită la un maxim de 100 kg pe m³. Pentru orice masa în exces se va practica un pret separat pe unitate de 100 kg sau o fractiune a acesteia.

Pentru bunuri transportate aerian se aplică un calcul diferit al pretului de transport. Costurile de transport sunt influențate de spațiul ocupat pentru încarcătura respectivă, cu alte cuvinte, de masa volumetrică, fiecare 1 kg al încărcăturii putând să aibă un volum maxim de 6.000 cm³. În cazul în care masa reală este mai mare, atunci aceasta din urmă va servi drept baza de calcul.

4.2 TAXE – VAMA – INFORMATII

Taxelete aferente serviciilor de mutari internationale sunt facturate separat Clientului. În cazul în care nu este posibil în mod rezonabil să se cunoască acestea la data formării contractului, acestea vor fi facturate ulterior Clientului.

4.2.1 Clientul are obligația de a preda sau pune la dispoziție Furnizorului de servicii de mutari toate documentele necesare pentru expedierea, primirea și formalitatile vamale pentru bunuri. Dacă va fi necesar, Clientul se va prezenta în persoana în fața autoritatilor vamale la prima solicitare. Formalitatile vamale sunt întotdeauna îndeplinite în baza informațiilor și documentelor puse la dispoziție de către Client. Cu excepția cazului în care se prevede altfel, Furnizorul serviciilor de mutari sau mandatarul acestuia va efectua formalitatile vamale pe seama și cheltuiala Clientului.

4.2.2 Clientul poartă întreaga răspundere pentru informațiile pe care le-a furnizat, atât în privința administrației, cât și în privința Furnizorului de servicii de mutari sau a oricărui alt tert. Acestea și numai acestea vor suporta consecințele care pot apărea ca urmare a informațiilor și/sau documentelor false, incomplete, puse la dispoziție cu intenție sau greșită în mod accidental. Acestea îl vor despăgubi pe Furnizorul de servicii de mutari pentru toate costurile suportate ca urmare a acestora.

ARTICOLUL 5 – OBIECTE EXCLUSE DE LA MUTARE

5.1 Cu excepția cazului în care există un acord scris cu prevederi diferite, Clientul își se interzice să prezinte Furnizorului de servicii de mutari, în vederea transportului, următoarele obiecte:

- a) droguri, arme;
- b) obiecte ce necesită permișii speciale;
- c) obiecte din aur, metale prețioase, bancnote, monede vechi, obligațiuni, certificate de drepturi, colectii de filatelie;
- d) blana, animale vii, plante;
- e) lichide care constituie un risc general cunoscut de incendiu, explozie sau dauna pentru alte bunuri, cum ar fi fosfor, petrol (benzina), carbune, chibrituri, coloranți, acumulatori, acizi sau substanțe caustice;
- f) în general toate substanțele solide sau lichide care pot cauza daune echipamentului sau bunurilor transportate;
- g) proprietăți/bunuri interzise explicit în țara de destinație.

5.2 Toate riscurile, pierderile sau daunele aparute ca urmare a nerespectării acestei prevederi vor fi suportate în toate cazurile de către Client. Clientul va despăgubi Furnizorul de servicii de mutari și îl va scuti de plata oricărei sume solicitate Furnizorului de servicii de mutari de către trete parti în urma nerespectării acestei stipulații.

ARTICOLUL 6 – SOLICITARI SPECIALE

Furnizorul de servicii de mutari poate, la solicitarea Clientului, indeplini anumite sarcini aferente mutarii, cum ar fi ridicarea si amplasarea covoarelor, perdelelor, oglinzelor, tablourilor si corpurilor de iluminat, strangerea si coborarea mobilei pe fereastra, transportul de piane, seifuri si de alte echipamente, precum si impachetarea si despachetarea de vin. Instructiunile speciale ce urmeaza a fi indeplinite si pretul acestora sunt prezentate in contractul de servicii de mutari. In aceste cazuri Furnizorul de servicii de mutari incheie contract pentru a pune la dispozitie resursele necesare si a depune toate diligentele, insa fara a garanta vreun rezultat.

ARTICOLUL 7 – AMBALAJE

Toate materialele de ambalat care nu sunt inapoiabile de catre Client la incheierea mutarii, dau in mod automat si fara notificare formală, dreptul de despagubire datorita pierderii folosintei si costurilor asociate de recuperare, conform calculelor efectuate pe baza planului tarifar al companiei.

ARTICOLUL 8 – IMPACHETARE SI DESPACHETARE – FACTURARE

Cu exceptia cazului in care se prevede altfel, munca de impachetare depusa in ziua dinaintea mutarii este imputata separat. Acelasi lucru se aplica si muncii de despachetare depusa dupa ce mutarea a fost efectuata.

ARTICOLUL 9 – OBIECTE PERSONALE

Obiectele personale si lenjeria de corp trebuie impachetate de catre Client fara vreo interventie din partea Furnizorului de servicii de mutari. Orice riscuri, pierderi sau daune aparute ca urmare a nerespectarii prezentei clauze vor fi suportate in toate cazurile de catre Client.

ARTICOLUL 10 – OBLIGATIILE SPECIALE ALE CLIENTULUI SI INVENTARUL

10.1 Preturile de mutare sunt calculate in baza informatiilor puse la dispozitie de catre Client. Prin urmare, Clientul are obligatia de a furniza cu acuratete toate informatiile necesare sau utile catre Furnizorul de servicii de mutari la solicitarea acestuia din urma, permitandu-i Furnizorului de servicii de mutari sa isi formeze o idee precisa cu privire la circumstantele in care contractul trebuie executat (impachetare, incarcare, transport, descarcare, etc.). Mai exact, Clientul trebuie sa atraga atentia Furnizorului de servicii de mutari cu privire la natura bunurilor, inclusiv sa indice articolele de valoare sau grele, sau obiectele care impun o manipulare speciala (cum ar fi obiectele de antichitat si obiectele de arta), fara ca acest rezumat sa fie in vreun mod exhaustiv. Aceasta trebuie sa indice cu sinceritate toti factorii care pot influenta sarcina normala de lucru sau care ar putea mari gradul de dificultate. In acest context, Clientul trebuie sa indice cu acuratete amplasamentul si disponerea cladirilor. Aceasta trebuie sa indice daca exista acces usor pentru vehiculul de mutari si acces la resedinta, daca exista terasamente care trebuie urcate sau daca trebuie traversate drumuri nepavate, santuri sau alte obstacole, daca scarile sunt suficient de largi, daca exista lift si daca acesta poate fi folosit de catre Furnizorul de servicii de mutari, etc. Toate consecintele si costurile suplimentare nascute ca urmare a nefurnizirii tuturor informatiilor, neglijantei sau erorilor in aceasta privinta din partea Clientului sau a reprezentantului acestuia vor fi suportate de catre Client.

10.2 Clientul sau reprezentantul acestuia trebuie sa fie prezenti pe intreaga durata a lucrarilor: impachetare, incarcare, descarcare, inclusiv timpul utilizat pentru masa si/sau odihna. In cazul in care Clientul, mandatarul sau reprezentantul acestuia parasesc resedinta in timpul lucrarilor, Furnizorul de servicii de mutari nu va fi in niciun caz tras la raspundere pentru orice eveniment care se presupune ca a avut loc in timpul absentei acestuia sau ca urmare a absentei Clientului, mandatarului sau reprezentantului acestuia.

Clientul sau mandatarul acestuia trebuie sa se asigure personal ca nimic nu a fost lasat in urma in locuinta pe care o paraseste. Numai acesta va suporta consecintele nerespectarii acestor prevederi.

10.3 In cazul in care Clientul doreste sa intocmeasca un inventar in contradictoriu al bunurilor ce urmeaza a fi mutate, acesta trebuie sa furnizeze in mod expres instructiuni Furnizorului de servicii de mutari in acest sens. Acesta din urma va desemna un angajat special in acest scop. Costurile pregatirii inventarului sunt suportate de catre Client si vor fi comunicate acestuia in prealabil. Niciun alt inventar pus la dispozitia Furnizorului de servicii de mutari nu va angaja raspunderea acestuia in vreun mod.

10.4 Clientul sau reprezentantul acestuia trebuie sa ia toate masurile necesare pentru a se asigura ca vehiculele Furnizorului de servicii de mutari pot fi descarcate imediat dupa sosire.

Orice consecinte si costuri suplimentare rezultand din neluarea unor astfel de masuri vor fi suportate de catre Client.

10.5 Clientul va suporta toate costurile pentru rezervarea necesara a locului de parcare pentru vehiculele cu care se efectueaza serviciile de mutare si echipamentul de ridicare, in cazul in care acest lucru este impus de reglementarile politiei locale. In cazul in care Furnizorul de servicii de mutari isi ofera serviciile in acest scop, costul acestora va fi suportat de catre Client.

10.6 Orice intarziere cauzata de sau datorata Clientului ori reprezentantului acestuia atrage dupa sine plata de despagubiri de catre Client Furnizorului de servicii de mutari in cazul in care, drept consecinta a imobilizarii de echipament si personal, pretul de mutare convenit prin contract nu mai acopera orele de lucru. In acest caz, compensatia este egala cu diferența dintre pretul contractual si pretul efectiv (luand in considerare, printre altele, orele efectiv lucrate), plus orice daune, pierderi si costuri (totul inclus si nimic exclus) pe care Furnizorul de servicii de mutari le-a suferit prin acea intarziere.

In cazul in care Clientul este un Consumator, compensatia acordata de catre Consumator Furnizorului de servicii de mutari este in conformitate cu sectiunea precedenta, limitata la 20% din pretul de mutare.

ARTICOLUL 11 – GARANTIA SPECIALA SI DREPT DE RETENTIE

11.1 Clientul (1) recunoaste Furnizorului de servicii de mutari dreptul de retentie cu privire la toate bunurile pe care acesta le incredinteaza Furnizorului de servicii de mutari prin intermediul comenzi de servicii de mutari, asa cum sunt acestea identificate in inventarul intocmit de catre Furnizorul de servicii si acceptat de catre Client, anexa la prezentele conditii generale si (2) acorda Furnizorului de servicii de mutari dreptul de gaj cu privire la toate bunurile pe care acesta le incredinteaza Furnizorului de servicii de mutari prin intermediul comenzi de servicii de mutari, asa cum sunt acestea identificate in inventarul intocmit de catre Furnizorul de servicii si acceptat de catre Client, anexa la prezentele conditii generale, prin pastrarea acestora de catre Furnizorul de servicii conform prevederilor Codul civil roman in vigoare.

Furnizorul de servicii de mutari isi poate exercita dreptul de retentie si de garantie speciala asupra acestor bunuri ca garantie pentru toate pretentiiile pe care le poate avea, chiar daca aceste pretentii au alta cauza decat comanda de servicii de mutari emisa.

11.2 In orice caz, Clientul da permisiunea explicita Furnizorului de servicii de mutari de a-si retrage echipamentul dupa doua zile de imobilitate si de a-si plasa bunurile transportate intr-o locatie de depozitare sau magazie. Acest lucru are loc pe cheltuiala, riscul si pericolul Clientului, in care costurile livrarii ulterioare sunt incluse. Daca durata depozitarii intr-un loc de depozitare sau magazie dureaza mai mult de O luna, iar Clientul in continuare nu ia masurile necesare in termen de opt zile de la transmiterea unei scrisori recomandate de catre Furnizorul de servicii de mutari, Clientul il autorizeaza in mod explicit pe Furnizorul de servicii de mutari sa vanda aceste bunuri in numele si pe seama Clientului.

11.3 In cazul in care survine o nerespectare a conditiilor de plata stipulate la Art. **14** si/sau **15**, drept pentru care Furnizorul de servicii de mutari trebuie sa-si invoice dreptul de garantie si/sau retentie, Clientul va fi tinut raspunzator pentru orice costuri suplimentare, cum ar fi costuri referitoare la depozitare, pastrare si contrastalii.

ARTICOLUL 12 – RASPUNDEREA FURNIZORULUI DE SERVICII DE MUTARI

12.1 Cu exceptia unui caz de forta majora, a circumstanțelor dincolo de controlul Furnizorului de servicii de mutari si a situatiei prevazute la Art. **12.5**, Furnizorul de servicii de mutari raspunde pentru pierderea si dauna care afecteaza obiectele ce constituie obiectul serviciilor de mutari, precum si pentru daunele ce rezulta din intarziere, exclusiv cauzate de catre Furnizorul de servicii de mutari, cu exceptia intarzierilor cauzate de terți si/sau care rezulta din cazuri de forta majora (cum ar fi, fara limitare, blocaj de circulatie, pana etc.).

Se intlege ca termenul "intarziere" semnifica:

- pentru servicii de mutari in Romania:
o livrare care intarzie cu cel putin 6 ore fata de timpul convenit de livrare, neinclusand timpul necesar pentru deplasare.
- pentru servicii de mutari intr-o tara straina:
o livrare care intarzie cel putin 24 de ore fata de timpul convenit pentru livrare, neinclusand deplasarea.

12.2 Cu exceptia unui caz de forta majora, a circumstanțelor dincolo de controlul partilor si a situatiei prevazute mai jos in Art. **12.5**, Furnizorul de servicii de mutari raspunde pentru subantreprenorii sai, pentru pierderi si daune cauzate obiectelor care sunt supuse mutarii si pentru livrari cu intarziere provocate de subantreprenorii sai, asa cum prevede Art. **12.1**.

12.3 ACTIUNI

12.3.1 Acceptarea de catre Client a bunurilor care sunt supuse mutarii fara o notificare cu privire la culpa ori protest realizate in scris cel tarziu la momentul livrarii, iar in caz de dauna sau pierdere care nu este vizibila in termen de 2 (doua) zile de la data livrarii, fara a include data livrarii, se considera a fi proba a faptului ca bunurile au fost livrate in aceeasi stare ca la data primirii acestora de catre Furnizorul de servicii de mutari.

12.3.2 Fara a aduce atingere regulilor aplicabile ale legislatiei in vigoare cu privire la prescrierea drepturilor la actiune (prin curgerea timpului), toate actiunile cu privire la Furnizorul de servicii de mutari se prescriu intr-un an de la

momentul determinarii daunei si/sau deficitelor, iar in cazul unei neintelegeri in aceasta privinta, la un an de la data facturii.

12.4 In toate cazurile sarcina probei raspunderii Furnizorului de servicii de mutari revine Clientului. Orice plangere a Clientului fata de Furnizorul de servicii de mutari trebuie, sub sanctiunea expirarii, sa fie conditionata de o rezervare formulata de catre Client pe documentul ce i se pune la dispozitie la data livrarii. Plangerea formulata in confirmarea acestor remarci va fi trimisa de catre Client Furnizorului de servicii de mutari printre scrisoare cu confirmare de primire cel mai tarziu in interval de doua zile lucratoare de la livrare, fara a include ziua livrarii.

12.5 In toate cazurile, Furnizorul de servicii de mutari este scutit de orice eventuala raspundere cu privire la transportul si manipularea mobilei, echipamentelor si obiectelor care au fost impachetate si/sau despachetate prin parti interveniente, altele decat Furnizorul de servicii de mutari ori subantreprenorii acestuia, si cu privire la toate daunele si pierderile ce apar pe parcursul mutarii ce sunt atribuibile Clientului, unui membru de familie, reprezentantului acestuia sau unui tert, inclusiv toate daunele cauzate cladirilor de astfel de persoane.

12.6 In special, Furnizorul de servicii de mutari nu raspunde pentru consecintele directe sau indirecte ale unui razboi, unui atac terorist, unei revolutii, unei tulburari civile sau politice, unei revolte, unei greve, unei epidemii, unei carantine, unui transnet, unui incendiu, unei inundatii, zapezii, ghetii, unei furtuni, inchiderii barierelor de deghet, folosirii scurtaturilor, timpului de asteptare in statii, aeroporturi sau vama etc., atunci cand astfel de circumstante sunt insurmontabile si fac executarea corespunzatoare a mutarii imposibila.

12.7 Furnizorul de servicii de mutari actioneaza ca un profesionist responsabil in sectorul de servicii de mutari si ia toate acele masuri care, in functie de circumstante, sunt in interesul Clientului. Toate costurile rezonabile ce apar ca urmare a evenimentelor antementionate pe care Furnizorul de servicii de mutari a trebuit sa le suporte vor fi suportate de catre Client.

12.8 In caz de pierdere sau dauna cauzata obiectelor ce sunt supuse mutarii datorita erorii Furnizorului de servicii de mutari, raspunderea acestuia este limitata la cuantumul de € 125 pe metru cub al obiectelor pierdute sau deteriorate, sub rezerva deducerii unui exces platibil de catre Client de € 250 pentru fiecare comanda de servicii de mutari. Aceasta clauza nu se aplica in cazul in care contractul se incheie intre Furnizorul de servicii si un consumator.

Cu toate acestea, in caz de pierdere sau dauna a obiectelor ce sunt supuse mutarii, survenita pe parcursul transportului, Furnizorul de servicii de mutari va raspunde conform legii pentru acoperirea valorii reale a bunurilor pierdute sau a partilor pierdute din bunurile transportate, respectiv pentru acoperirea scaderii valorii bunurilor in caz de alterare sau deterioare a acestora, exceptie facand (i) prejudiciile cauzate de ambalajul bunurilor transportate si (ii) prejudiciile intervenite in cazul transporturilor speciale, care maresc riscul pierderii sau stricaciunii bunurilor, care vor fi acoperite de catre Client, precum si (iii) prejudiciile cauzate bunurilor transportate pentru care raspunderea Furnizorului de servicii este inlaturata potrivit legii.

12.9 In caz de livrare cu intarziere, raspunderea Furnizorului de servicii de mutari este limitata la nu mai mult de 20% din pretul pentru serviciile de mutare. In cazul in care exista o intarziere la livrare, compensatia este platibila numai daca Clientul poate demonstra ca a suferit o pierdere ca urmare a acesteia si ca o plangere a fost inaintata prin intermendiul unei scrisori cu confirmare de primire transmisa Furnizorului de servicii de mutari in termen de doua zile de la livrarea catre destinatar a bunurilor mutate, neinclusandu-se ziua livrarii.

12.10 In cazul in care Clientul este un Consumator, si in cazul in care raspunderea Furnizorului de servicii de mutari este determinata in conformitate cu Art. **12.1** sau **12.2**, iar Clientul probeaza faptul ca s-au produs daune ca urmare a acestora, compensatia prezentata la Art. **12.8** si/sau **12.9** este platibila in termen de patruzeci (40) zile de la data unei notificari realizate in scris, fara de care se datoreaza o dobanda compensatorie conventionala de 10%, cu incepere de la data notificarii scrise, precum si o compensatie fixa si nereductibila egala cu 10% din cuantumul dovedit al daunei suferite in quantum principal – cu un minim de € 150.

12.11 In niciun caz Clientul nu va suspenda total sau partial plata sumelor datorate catre Furnizorul de servicii de mutari, datorita vreunei pretentii ori actiuni de solutionare pentru pierderi, dauna sau intarziere.

ARTICOLUL 13 – ASIGURARE PENTRU “ORICE RISC”

13.1 Clientul poate solicita asiguratorului sa asigure bunurile ce fac obiectul mutarii pentru “orice risc”, si anume, pentru furt, dauna, pierdere, incendiu, etc., in conformitate cu conditiile generale de asigurare in cadrul unei politici-cadru pe care Furnizorul a incheiat-o cu asiguratorul. Valoarea de asigurare a obiectelor care sunt supuse mutarii este inteleasa ca “valoare totala” – atunci cand e cazul, sub rezerva aplicarii regulei proportionalitatii – care trebuie sa corespunda valorii de inlocuire a integralitatii de bunuri ce urmeaza a fi mutate si in conditiile curente in care acestea se vor gasi.

13.2 Clientul este liber sa-si aleaga propriul asigurator. In acest caz acesta se angajeaza sa incheie o polita de asigurare fara vreun exces, prin care riscurile acoperite si valoarea asigurata corespund cu ceea ce se prezinta mai sus. Clientul se angajeaza sa obtina o "renuntare la recurs" din partea asiguratorului in favoarea Furnizorului de servicii de mutari. In cazul in care Clientul nu furnizeaza o dovada a unei astfel de asigurari, Furnizorul de servicii de mutari poate refuza efectuarea mutarii.

13.3 In cazul in care Clientul nu da instructiuni exprese (in scris) Furnizorului de servicii de mutari pentru a efectua asigurarea, Furnizorul de servicii de mutari are dreptul sa presupuna ca Clientul si-a asigurat bunurile el insusi, in conformitate cu obligatiile prezentate la art. **13.2**.

ARTICOLUL 14 – CONDITII DE PLATA PENTRU SERVICII DE MUTARI IN ROMANIA

14.1 Facturile Furnizorului de servicii de mutari sunt considerate acceptate cu exceptia cazului in care un protest realizat in scris este primit in termen de opt (8) zile de la data facturii.

14.2 Toate facturile trebuie platite in termen de paisprezece (14) zile de la data facturii, cu exceptia cazului in care se convine in mod expres altfel si fara nicio reducere ori sarcina din partea Furnizorului de servicii de mutari.

14.3 In caz de neplata in termenul de plata mentionat mai sus, o dobanda convenita contractual pentru plata cu intarziere egala cu 10% va fi datorata – in mod automat si fara vreo notificare de culpa prealabila – cu incepere de la data facturii, precum si o despagubire automata si nereductibila datorata costurilor administrative de 10% din suma facturii, cu un minim de € 150.

14.4 In caz de neplata a unei facturi la data scadenta, toate sumele ramase vor deveni scadente.

ARTICOLUL 15 – CONDITII DE PLATA PENTRU SERVICII DE MUTARI INTR-O TARA STRAINA

15.1 Clientul trebuie sa plateasca pretul pentru mutare in intregime Furnizorului de servicii de mutari cel mai tarziu cu trei zile inainte de plecarea bunurilor din Romania.

15.2 Furnizorul de servicii de mutari isi rezerva, in privinta acelor bunuri pentru care pretul nu a fost inca platit, dreptul de a suspenda livrarea bunurilor pana la data la care Clientul isi indeplineste obligatia de plata. Orice costuri suplimentare (contrastalii, depozitare si paza) sunt platibile de catre Client si vor fi stabilite impreuna cu pretul de mutare neplatit inainte ca bunurile supuse mutarii sa fie livrate.

15.3 In caz de neplata in termenul de plata mentionat mai sus, o dobanda convenita contractual pentru neplata la timp va fi datorata in mod automat si fara nicio notificare de culpa de 10% cu incepere de la data facturii, precum si o penalitate automata si nereductibila datorata costurilor administrative de 10% din suma prevazuta in factura, cu un minim de € 150.

ARTICOLUL 16 – LIPSA DE VALABILITATE

Orice lipsa de valabilitate a uneia dintre prevederile prezentelor conditii nu va atrage niciodata lipsa de valabilitate a celorlalte prevederi, iar acestea vor continua sa aiba un efect nediminuat.

ARTICOLUL 17 – TRADUCEREA CONDIȚIILOR GENERALE ALE SERVICIILOR DE MUTARI

Condițiile generale de servicii de mutari ale GOSSELIN MOBILITY ROMANIA au fost traduse din limba engleza. In cazul unei dispute ca urmare nascute in legatura cu traducerea in limba romana cu privire la neintelegeri privind formularea, continutul si intelelesul, intinderea si interpretarea acestei traduceri, textul in limba engleza va constitui baza. Explicarea si interpretarea textului in limba engleza va prevale fata de orice traducere.

ARTICOLUL 18 – DISPUTE, LEGE APPLICABILA SI JURISDICTIE

18.1 Legislatia romaneasca va fi in mod exclusiv aplicabila tuturor si oricaror contracte si intelegeri dintre Furnizorul de servicii de mutari si Client.

18.2 Orice dispute izvorate din sau in legatura cu prezentele conditii intre profesionisti, inclusiv privind incheierea, executarea si desfiintarea acestora, vor fi solutionate prin arbitrajul Curtii de Arbitraj Comercial International de pe langa Camera de Comert si Industrie a Romaniei in conformitate cu Regulile de procedura arbitrala ale Curtii de Arbitraj Comercial International, in vigoare, publicate in Monitorul Oficial al Romaniei, Partea I.

Orice dispute izvorate din sau in legatura cu prezentele conditii in cazul in care prezentele conditii sunt incheiate cu un consumator, inclusiv privind incheierea, executarea si desfiintarea acestora, se vor solutiona de catre instantele competente din Romania.

GOSELIN MOBILITY ROMANIA - GENERAL TERMS AND CONDITIONS FOR REMOVALS

DEFINITIONS:

- **The Customer:** the party ordering the removal.
- **The Consumer:** the principal, any private individual who acts with a purpose that is outside his/her trade, business, profession or professional activity, and who is considered a Consumer in accordance with the applicable Romanian legislation.
- **The Remover:** the party receiving the order and who delivers removals as a professional service.
- **The order for service form:** the removal contract, the enumeration of all agreements reached within the framework of the removal (including special orders) between the Remover and the Customer.
- **The Subcontractor:** the contracting party who delivers services to the Remover (packing, loading, road haulage, carriage by rail, sea or air, customs formalities, storage, and deliveries).
- **Working days:** all calendar days to the exclusion of Saturdays, Sundays and legal holidays. If a period expressed in working days, ends on a Saturday, the period is extended to include the next forthcoming working day.

ARTICLE 1 – PRICE – WEIGHT – FORCE MAJEURE – PERFORMANCE – CANCELLATION – TAXES

1.1 The volume of the goods and the duration of the order as set out in the removal contract serve as the basis of the removal price. Unless expressly provided otherwise this price is not agreed as a lump sum, and the rate of the enterprise is applicable. The price for any special instructions that may be agreed in accordance with Art. 6 of these conditions is stated in the removal contract (the Order For Service Form).

1.2 The established prices are determined in function of the services delivered each day as defined by law and/or by collective labour agreement. Except in the event of fault on the part of the Remover, all overtime is calculated on the basis of the rate applied by the enterprise. Unless the enterprise applies other arrangements all overtime in the removal sector is defined as follows:

- in the 5 day system: Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday after the 7th hour,

1.3 The performance of the contract commences with the preparation of the equipment in the depot of the Remover. The Remover is only required to supply the equipment necessary to the performance of the contract. The Remover retains the right in all circumstances to use those means of transport and handling that he deems most practical and cheap, insofar the essential elements of the service to be delivered are not affected.

1.4 The party who (prior to the agreed day of performance) declines the performance of the contract, shall automatically and without formal notice be liable for compensation equal to all damages, losses and costs (everything included and nothing excluded) the co-contracting party has incurred, though with a minimum of:

- 25% of the amount of the contract price, in case performance is declined more than one (1) week prior to the agreed date of performance,
- 50% of the amount of the contract price, in case performance is declined less than seven (7) days but more than three (3) days prior to the agreed date of performance,
- 75% of the amount of the contract price, in case performance is declined less than three (3) days but more than one day (1) prior to the agreed date of performance,
- 100% of the amount of the contract price, in case performance is declined less than 24 hours prior to the agreed date of performance.

1.5 The transport of removal goods and/or furniture to a place of storage is subject to these conditions. Provisions specific to the storage of removal goods and/or furniture are set out in the GOSELIN MOBILITY ROMANIA - General Terms and Conditions for Safekeeping/Furniture Storage, which constitute part of the offer and the storage contract, where these conditions are comprised.

1.6 The removal price includes the value added tax (VAT) and all other taxes and costs of services that the Customer is additionally required to pay.

ARTICLE 2 – THE OFFER/QUOTATION

Any offer or tender issued by the Remover, in whatever form, is free of any obligations and is not binding upon the Remover as long as no explicit and signed agreement from the Customer has been received

ARTICLE 3 – SUBCONTRACTING

The Remover is free to partially or entirely subcontract the agreement to third parties – Subcontractors, unless this possibility is explicitly ruled out by the Customer in writing at commencement.

ARTICLE 4 – INTERNATIONAL REMOVALS

In addition to the provisions set out in the other articles of these General Removal Conditions this article refers solely to a removal to or from Romania, or between two Member States of the European Union, or between an EU country and a third country.

4.1 PRICE – WEIGHT

4.1.1 The removal price, including a lump sum price for the removal, is calculated on the basis of the rates of the Subcontractors. Regardless of the exchange rate at the time of the formation of the contract, it is the rate applied by the Subcontractors upon the performance of the contract that is the sole applicable rate. Price revisions may occur in consequence of rate revisions by a Subcontractor or Subcontractors in accordance with the procedures communicated upon the signing of this contract, independently of the will of the Remover or the mere will of the Subcontractor, on the basis of the elements listed in these terms and conditions. The reasons for the price revision must be communicated to the Customer as soon as they are known to the Remover. This applies to increases as well as to reductions in price.

4.1.2 The weight of the goods which can be transported by rail, inland waters or over sea in containers or sea containers is determined at a maximum of 100 kg per m³. All excess weight shall be invoiced separately per unit of 100 kg or a fraction thereof. The weight of goods carried by road is set at a maximum of 100 kg per m³. All excess weight shall be charged for separately per unit of 100 kg or a fraction thereof.

For goods which are transported by air freight, a different freight cost rate calculation applies. The freight costs are influenced by the amount of space that the consignment takes up, i.e. the dimensional weight, in which 1 kg of freight may contain a maximum of 6.000 cm³. If the real weight is greater, then it serves as the calculation basis for the rate.

4.2 TAXES – CUSTOMS – INFORMATION

The taxes associated with international removals are separately billed to the Customer. Should it not be reasonably possible to know these at the time of the formation of the contract they will be billed to the Customer subsequently.

4.2.1 The Customer is required to hand over or deliver to the Remover all documents necessary for the shipment, receipt and customs formalities of the goods. If necessary the Customer shall present himself in person to the customs authorities upon the first request. The customs formalities are always carried out on the basis of the information and the documents supplied by the Customer. Unless provided otherwise the Remover, or his agent, completes the customs formalities on behalf of the Customer and at his expense.

4.2.2 The Customer bears full responsibility for the information he provided, both in respect of the administration, and in respect of the Remover or any other third party. He and he alone shall bear all the consequences that may arise from fraudulent, incomplete, late, or accidentally mistaken information and/or documents. He shall compensate the Remover for all costs incurred in consequence of same.

ARTICLE 5 – OBJECTS EXCLUDED FROM REMOVAL

5.1 Unless expressly agreed otherwise and in writing, the Customer is prohibited from presenting the following objects to the Remover for removal:

- a) narcotics, weapons;
- b) goods which are subject to permission;
- c) objects made of gold, precious metals, paper currency, old coins, securities, certificates of entitlement, postage stamp collections;
- d) fur, living animals, plants;
- e) liquids presenting a generally known risk of fire, explosion or damage to other goods such as phosphorous, petrol (gasoline), coal, matches, dyes, batteries, acids, or caustic substances;
- f) in general, any substances or liquids likely to cause damage to the equipment or to the goods being shipped;
- g) property/effects that are explicitly forbidden in the country of destination.

5.2 All risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer. The Customer will compensate the Remover and indemnify it from any amount that is claimed from the Remover by third parties due to the disregard of this stipulation.

ARTICLE 6 – SPECIAL REQUEST

The Remover may, at the request of the Customer, carry out certain works associated with the removal such as the removal and placing of carpets, curtains, mirrors, pictures and lighting fixtures, the collection and lowering of furniture through windows, transport of pianos, strongboxes and other equipment, and the packing and unpacking of wine. The

special instructions to be performed and their price are set out in the removal contract. In such cases the Remover enters into a contract to make resources available and to perform his best efforts but without guaranteeing any result.

ARTICLE 7 – PACKING

All packing materials that are not returned by the Customer upon the completion of the removal, automatically and without formal notification give right to compensation by reason of loss of use and for the associated costs of recovery as calculated on the basis of the company's fee structure.

ARTICLE 8 – PACKING AND UNPACKING – INVOICING

Unless provided otherwise the packing work carried out the day before the removal is charged separately. The same applies to the unpacking work carried out once the removal has been completed.

ARTICLE 9 – PERSONAL OBJECTS

Personal objects and underwear must be packed by the Customer without any intervention by the Remover. Any risks, loss or damage arising from a failure to comply with this provision shall in all cases be borne by the Customer.

ARTICLE 10 – SPECIAL OBLIGATIONS OF THE CUSTOMER AND INVENTORY

10.1 The removal prices are calculated on the basis of the information provided by the Customer. The Customer is consequently required to accurately provide all necessary or useful information to the Remover upon the latter's request, allowing the Remover to form an accurate idea of the circumstances in which the contract must be performed (packing, loading, transport, unloading, etc.). In particular the Customer must draw the attention of the Remover to the nature of the goods, including pointing out valuable or heavy items, or objects that require special handling (such as antiques and art objects) without this summary being in any way exhaustive. He/She/It must indicate in sincerity all factors that may have an influence on the normal workload or which could increase the degree of difficulty. In this context, the Customer must accurately indicate the location and lay-out arrangement of the buildings. He/She/It must indicate whether there is an easy access for the removal vehicle and access to the residence, whether there are any embankments that must be surmounted, or whether there are unpaved roads, ditches, or other obstacles must be traversed, whether the stairs are sufficiently wide, whether there is a lift and whether such may be used by the Removers, etc... All consequences and additional costs arising from a failure to provide a full disclosure, negligence or errors in this respect by the Customer or his/her/its representative shall be borne by the Customer.

10.2 The Customer or his/her/its representative must be present for the entire duration of the works: packing, loading, unloading, including the time used for refreshment and/or rest. If the Customer, his agent or representative nevertheless leaves the residence during the duration of the works, the Remover shall in no event be liable for any claim that allegedly occurred during this absence or that is a result of the absence of the Customer, his/her/its agent or representative.

The Customer or his agent must personally ensure that nothing has been left behind in the home that he is leaving. He alone bears the consequences of a failure to comply with these provisions.

10.3 Should the Customer wish to draw up a contradictory inventory of the goods to be moved, he must expressly instruct Remover to this effect. The latter will designate a special employee for this purpose. The costs of the preparation of the inventory are borne by Customer and will be communicated to him in advance. Any other inventory supplied to the Remover will not engage the liability of Remover in any way whatsoever.

10.4 The Customer or his/her/its representative must take all necessary measures to ensure that the Remover's vehicles can be unloaded immediately upon arrival.

Any consequences and additional costs arising from a failure to take such measures shall be borne by the Customer.

10.5 Customer shall bear the costs for the necessary reservation of parking space for the removal vehicles and lifting equipment, should this be required by local police regulations. Should the Remover offer its services for this purpose, the costs of same will be borne by the Customer.

10.6 Any delay caused by or due to the Customer or his/her/its representative gives rise to payment of compensation by the Customer to the Remover if, as a consequence of the immobilisation of equipment and personnel, the contractually agreed removal price no longer covers the hours worked. In this event the compensation is equal to the difference between the contracted price and the actual price (taking into account, among other things, the actual worked hours), plus any damages, losses and costs (everything included and nothing excluded) that the Remover suffered by the delay.

In the event the Customer is a Consumer, the compensation by the Consumer to the Remover, is in conformity with the previous section limited to 20% of the removal price.

ARTICLE 11 – SPECIAL LIEN AND RIGHT OF RETENTION

11.1 The Customer (1) acknowledges the Remover's right of retention on all the goods that he entrusts to the Remover by reason of the removal order, as identified in the inventory prepared by the Remover and accepted by the Customer, annex to these general conditions and (2) grants the Remover the right to create pledge on all the goods that he entrusts to the Remover by reason of the removal order, as identified in the inventory / prepared by the Remover and accepted by the Customer, annex to these general conditions, by keeping the respective goods by the Remover according to the provisions of the Romanian Civil Code in force.

The Remover may exercise its right of retention and lien on the goods as a guarantee for all claims it might have and shall have even if these claims have an origin other than the removal order that was issued.

11.2 In any case the Customer gives his explicit permission to the Remover to withdraw his equipment after two (2) days of immobility, and to put the transported goods in a place of storage or a warehouse. This takes place at the expense, risk and danger of the Customer, whereby the costs of subsequent delivery are included. If the duration of the storage in a place of storage or warehouse lasts more than one (1) month, and the Customer still fails to take the necessary measures within eight (8) days of the transmission of a registered letter by the Remover, the Customer explicitly authorises the Remover to sell the goods in the name and for the account of the Customer.

11.3 In the event of a failure to comply with the conditions of payment set out in Art. **14** and/or **15**, in consequence of which the Remover is required to invoke his lien and/or right of retention, the Customer shall be liable for all additional costs, such as the costs relating to storage, custody, and demurrage.

ARTICLE 12 – LIABILITY OF THE REMOVER

12.1 Except in the event of force majeure, circumstances beyond the control of Remover and in the situation set out in Art. **12.5** the Remover is liable for losses and damage affecting to the objects that are the subject of the removal as well as for damages resulting from delay that are, exclusively caused by the Remover, but not for delays caused by third parties and/or resulting from force majeure (such as but not limited to traffic jam, breakdowns etc).

The term "delay" is understood to mean:

- for removals within Romania:
a delivery that is at least 6 hours later than the agreed time of delivery, not including the time required for the journey.
- for a removal to a foreign country:
a delivery that is at least 24 hours later than the agreed time of delivery, not including the time required for the journey.

12.2 Except in the event of force majeure, circumstances beyond the control of parties and the situation set out below in Art. **12.5** the Remover is liable for its Subcontractors, for losses and damage caused to objects that are part of the removal and for late delivery as defined in Art. **12.1** caused by its Subcontractors.

12.3 CLAIMS

12.3.1 Acceptance by the Customer of the goods that are part of the removal without any written notice of default or protest at the latest at the time of delivery, in case of non-visible damage or loss within the two (2) days following the delivery, not including the day of delivery, shall be considered proof that the goods were delivered in the same condition as at the time of their reception by the Remover.

12.3.2 Without prejudice to the applicable rules of mandatory law regarding the expiration of claims (by action of time), any claims in respect of the Remover shall expire one (1) year after the moment of determination of the damage and/or shortages, in the event of dispute in this regard one (1) year after the invoice date.

12.4 In all cases the burden of proving the liability of the Remover rests with the Customer. Every complaint in respect of the Remover by the Customer must, on pain of expiry, be the subject of a reservation formulated by the Customer on the document submitted to him at the time of delivery. The complaint made in confirmation of said remarks shall be sent by Customer to the Remover in a registered letter at the very latest within two (2) working days following the delivery, not including the day of delivery.

12.5 The Remover is in all cases relieved of all possible liability in respect of the transport and handling of furniture, equipment and objects that have been packed and/or unpacked by intervening parties other than the Remover or its Subcontractors, and of all damage and losses arising during the removal that are attributable to the Customer, a family member, his/her/its representative or a third party, including all damage to buildings caused by such persons.

12.6 The Remover is in particular not liable for the direct or indirect consequences of war, terrorist attacks, revolution, civil and political unrest, riot, strike, epidemic, quarantine, lightning stroke, fire, flood, snow, ice, storms,

the closure of thaw barriers, the use of short cuts, waits in stations, airports, or customs, etc. when such circumstances are insuperable and make the proper execution course of the removal impossible.

12.7 The Remover acts as a responsible professional in the removals sector and takes all those measures which, depending on the circumstances, are in the best interests of his Customer. All reasonable costs arising from aforementioned events that the Remover has had to incur shall be borne by the Customer.

12.8 In the event of loss or damage to the objects that are the subject of the removal due to the error of the Remover and the agreement is concluded between the Remover and a legal entity, its liability is limited to a sum of € 125 per cubic meter of the lost or damaged objects, subject to a deduction of an excess payable by the Customer of € 250 for each removal order. This limited liability does not apply in case the agreement is concluded between the Remover and a Consumer.

In the event of loss or damage of the objects that are subject to removal, which would occur during the transportation of the goods, and the agreement is concluded between the Remover and a Consumer, the Remover's liability is limited according to the CMR regulation, except for the (i) prejudices caused by the packing of the goods carried and (ii) the prejudices occurred in case of special transportations, which increase the risk of loss or damage of the goods, which will be covered by the Customer, as well as for (iii) prejudices caused to the goods carried for which the law exonerates the Remover from liability.

12.9 In the event of late delivery the liability of the Remover is limited to no more than 20% of the removal price. Should there be a delay in delivery, compensation is only payable if the Customer can show that he has suffered a loss as a result of same and that a complaint has been submitted by means of a registered letter to the Remover sent within two (2) days, not including the day of delivery, of the delivery of the removed goods to the destinee.

12.10 In the event the Customer is a Consumer, and in the event the liability of the Remover is determined in conformity with Art. **12.1** or **12.2** and the Customer proves that damages occurred as a consequence hereof, the compensation as described in Art. **12.8** and/or Art. **12.9** is payable within fourteen days (14) after written notice, failing which a conventional compensating interest of 10% is due, counting from the date of the written notice, as well as a flat and irreducible compensation equal to 10% of the principal amount of substantiated damage with a minimum of € 150.

12.11 The Customer may in no case suspend, in whole or part payment of the amounts owed to the Remover on account of any claim, of any or settlement for alleged losses, damage or delay.

ARTICLE 13 – “ALL RISK” INSURANCE

13.1 The Customer may request the insurer to cause the goods that are the subject of the removal to be insured for “all risks”, namely theft, damage, loss, fire, etc., in accordance with the general conditions of insurance in the framework of a floating policy that the Remover has subscribed with his insurer. The insurance value of the objects that are the subject of the removal is understood to mean “in total value” – where relevant subject to the application of the proportionality rule – which must correspond to the replacement value of the entirety of the goods to be removed and in the current condition in which they are to be found.

13.2 The Customer is free to select his own insurer. In that case he undertakes to enter into an insurance policy without any excess, whereby the risks covered and the insured value correspond to that which is set out above. The Customer undertakes to obtain a “waiver of recourse” from his insurer in favour of the Remover. Should the Customer fail to provide proof of such insurance, the Remover may refuse to perform the removal.

13.3 Should the Customer not give any express instructions (in writing) to the Remover to arrange insurance, the Remover is entitled to assume that the Customer has insured the goods himself in accordance with the obligations set out in Art. **13.2**.

ARTICLE 14 – TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS WITHIN ROMANIA

14.1 The invoices of Remover are considered to be accepted unless written protest is received within eight (8) days of the invoice date.

14.2 All invoices must be paid within fourteen (14) days of the invoice date unless expressly agreed otherwise and without any discount or charge in respect of the Remover.

14.3 In the event of non-payment within aforesaid payment period, contractually agreed interest for late payment equal to 10% will be payable – automatically and without any prior notice of default – counting from the invoice date, as well as an automatic and irreducible compensation by reason of administrative costs of 10% of the amount of the invoice, with a minimum of € 150.

14.4 In the event of the non-payment of an invoice on the due date, all outstanding sums shall become immediately payable.

ARTICLE 15 – TERMS AND CONDITIONS OF PAYMENT FOR REMOVALS TO A FOREIGN COUNTRY

15.1 The Customer must pay the removal price in full to the Remover at the very latest three (3) days prior to the departure of the goods from Romania.

15.2 The Remover reserves the right in respect of those goods for which the price has not yet been paid to suspend the delivery of the goods until such time the Customer complies with his/her/its obligation to pay. Any additional costs (demurrage, storage, and custodial costs) are payable by Customer and must be settled together with the outstanding removal price before the goods subject of the removal shall be delivered.

15.3 In the event of non-payment within aforesaid payment period contractually agreed interest for late payment will be payable automatically and without any formal notice of default of 10% counting from the invoice date as well as an automatic and irreducible penalty by reason of administrative costs of 10% of the amount of the invoice, with a minimum of € 150.

ARTICLE 16 – INVALIDITY

Any invalidity of one of the provisions of these conditions shall never give rise to the invalidity of the remaining provisions, and these shall continue to have undiminished effect.

ARTICLE 17 – TRANSLATION OF THE GENERAL TERMS AND CONDITIONS FOR REMOVALS

The GOSSELIN MOBILITY ROMANIA - General Terms and Conditions for Removals were originally drawn up in the English language.

In the event of any dispute arising out of the translations into Romanian with regards to misunderstandings about the wording, content and meaning, scope and interpretation of this translation, the English text is the basis. The explanation and interpretation of the English text shall prevail over any translation whatsoever

ARTICLE 18 – DISPUTES, APPLICABLE LAW AND JURISDICTION

18.1 Romanian Law is exclusively applicable to any and all contracts and agreements between the Remover and the Customer.

18.2 Any disputes between professionals arising out or in connection with these GOSSELIN MOBILITY ROMANIA - General Terms and Conditions for Removals, including with the execution, performance or termination hereof shall be settled by means of arbitration, by the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania, in compliance with the Rules of arbitration procedure of the Court of International Commercial Arbitration, in force, published in the Official Monitor of Romania, Part. I.

Any disputes arising out or in connection with these GOSSELIN MOBILITY ROMANIA - General Terms and Conditions for Removals, including with the execution, performance or termination hereof, in case these Terms and Conditions are entered into by a Consumer, shall be settled by the competent Romanian courts of law.