



- *Detailed Terms and Conditions - European Movers*

Definitions:

- **Contractor:** In these General Terms and Conditions, "Contractor" refers to European Movers, unless stated otherwise.
- **Client:** This refers to both the Client and any representative, contact person designated by the Client, or entity on whose behalf the Client requests or books the services. The designated person is also liable for payment and has the authority to perform similar tasks and responsibilities of the Client.
- **In Writing:** This also includes digital messages.

- **Liability of the Customer**

1. The Customer must be present throughout the move to ensure the safety of the goods. Items of very high value must remain in the possession of the Customer at all times. The Customer must verify that all goods are correctly loaded and unloaded. The Contractor is not liable for goods left behind at the departure address.

- **Responsibilities of the Customer**

2. The Customer or the designated contact person must have sufficient financial resources to cover the total cost of the move and must be able to provide directions to the moving team when necessary, taking full responsibility.

3. If the Customer cannot be physically present, they must designate a contact person in advance, who will act on their behalf throughout the process and is obligated to pay immediately upon completion.

4. The Customer is responsible for ensuring clear access at all addresses involved in the move, including stairways and hallways, which must be cleared before the move begins.

5. The Customer is responsible for properly disconnecting and securing washing machines and drums. If this has not been done, the Contractor is not liable for any damage to the appliance, the property, or other damages.

6. The Customer must protect floors and walls along the path where goods will be moved. Wooden and stone floors are vulnerable and must be adequately protected. The Contractor is not liable for damage to floors and walls.

7. If rented items are included in the move, the Contractor accepts no liability for any damage to these items. Such rented items must be moved under a maintenance contract governing their transportation. If the Customer requests the relocation of such items by European Movers, it is expressly at the Customer's own risk.

- **Liability of the Contractor**

8. The Contractor is not liable for loss or theft of the Customer's goods.

9. The Contractor is not liable for damages resulting from software or other computer program errors unless such damages can be recovered from the software supplier.

10. If there is no alternative to moving via stairs, the Contractor is not liable for damages to stairs or goods. The Contractor can move goods via stairs up to the 5th floor. Incorrectly specified floor counts by the Customer do not warrant a complaint or compensation.

11. The Contractor is not liable to any parties other than the Customer and is indemnified by the Customer against all financial consequences of claims from third parties.

12. The Contractor is not liable for consequential damages, loss of profits, missed savings, or damage caused by interruptions to the Customer's business operations.

13. Mechanical, electrical, and electronic failures without an external cause are excluded from the Contractor's liability.

- **Obligations of the Contractor**

14. By accepting an assignment, the Contractor undertakes a best-effort obligation towards the Customer but does not guarantee results.

15. The Contractor is not responsible for vegetation hindering the move (e.g., tall hedges, large trees). The Contractor will not trim trees or hedges. If vegetation obstructs the move, the Contractor reserves the right to reschedule the move and/or deploy additional personnel/equipment at the Customer's expense.

- **Customer's Duty to Inform**

16. If an item has above-average or disproportionate value, this must be reported in writing before the move (e.g., valuable artworks, expensive designer furniture, or heirlooms with high emotional value). If the Customer fails to do so, the move of such goods will proceed at the Customer's own risk, and the Contractor accepts no liability.

17. If the Contractor allows payment via invoice and the conditions for this are met prior to the move, it is the Customer's responsibility to provide accurate billing information before the assignment begins. Failure to do so does not obligate the Contractor to amend the invoice, and the payment obligation remains in effect.

18. The minimum height of the Contractor's moving trucks is 2.20 meters. The Customer is responsible for notifying the Contractor of any passages lower than this height. If unspecified low-clearance

passages such as gates, bridges, or garages cause complications, the Contractor is not responsible for delays and related costs.

19. The Customer is required to notify the Contractor about pets in advance. Any costs arising from the failure to notify about pets are the responsibility of the Customer.

20. If any addresses involved in the move are historic buildings, this must be reported in writing. If the Contractor is not informed, they are preemptively exempt from liability for any damage to the property resulting from moving activities.

21. Disputes regarding damage, invoices, or work performed must be reported in writing within 7 days of the invoice date. After this period, invoices are considered correct.

- **Mandatory Packing for Transport**

22. The Customer is responsible for properly packing their belongings to ensure they are fit for transport and protected against scratches and dents (unless it is a Full-Service move). Fragile parts of belongings, such as large surfaces, edges, and corners, must be protected before the move. The Contractor is not liable for damage to goods or property if belongings are not properly prepared for transport.

23. All moving boxes must be properly closed. The contents must be packed to prevent loose items from damaging one another. Cabinet doors and drawers must be securely locked, and loose shelves must be removed (unless it is a Full-Service move). Fragile items must be sufficiently protected where necessary. The Contractor offers a range of packing materials on their website.

24. Small items (e.g., chandeliers, floor lamps, pots) must be packed in closed boxes suitable for transport (unless it is a Full-Service move). If this is not done, movers may refuse to transport these items, or transport will always be at the Customer's own risk.

25. Electronic devices must be packed in their original boxes. If this is not done, movers may refuse to transport them, or transport will always be at the Customer's own risk.

26. For Full-Service moves, the price and time estimate includes two separate parts: packing and moving. If the Contractor does not provide a separate estimate, the move is automatically considered Low-Budget and not Full-Service. In this case, the Customer is responsible for preparing belongings for transport. The Contractor is not liable for failing to provide a Full-Service estimate. The Customer must notify the Contractor if the packing portion of the Full-Service move is missing from the estimate so it can be added.

- **Special Items**

27. Moving items weighing over 100 kg is always at the Customer's own risk. Such items must be reported to the Contractor in writing before the move. Movers always have the right to refuse these items. Moving such items requires at least three movers.

28. Objects made of natural stone must be reported to the Contractor in writing before the move. This report must include dimensions, weight, and the type of stone. If full communication regarding the object is not provided, transport will always be at the Customer's own risk. Natural stone objects must be properly packed and transported in custom-made crates.

29. Items older than 10 years, classified as antiques, or with expired depreciation terms are excluded from the Contractor's liability. The integrity and sturdiness of such items cannot be guaranteed.

30. Pianos and grand pianos are only moved from ground floor to ground floor, provided there are no stairs or steps involved. The Contractor does not have the means or expertise to move such items to or from higher floors. Pianos require retuning after a move. Transport of pianos is always at the Customer's own risk.

- **Parking and Permits**

31. The Customer is responsible for reserving adequate parking space for moving trucks and trailers. If the Customer has reserved sufficient parking space, they are also responsible for paying parking fees. Permit applications are the Customer's responsibility unless explicitly requested from the Contractor. Parking fees must be paid even if a permit is issued by the municipality. If a permit is not obtained, all resulting costs are the Customer's responsibility.

32. The Contractor is not liable for delays caused by improperly parked vehicles, even if traffic signs were arranged by the company and/or the Customer. Waiting time costs are always the Customer's responsibility.

33. If the Customer does not use the Contractor's permit service (where the Contractor applies for necessary permits for a fee), the Customer is fully responsible for obtaining and possessing a valid permit for the move. Costs resulting from missing or incorrect permits are the Customer's responsibility, including fines and delays.

- **Costs and Payment**

34. Payment must be made immediately after the move, either in cash or by card, unless agreed otherwise in advance.

35. Payment is always based on actual hours worked. If the move takes shorter or longer than planned, the final amount will be adjusted accordingly.

36. Companies may pay via invoice by prior arrangement with the Contractor, provided a Chamber of Commerce extract and a copy of the Customer's or authorized representative's ID are submitted beforehand.

37. A minimum of three hours applies to all moving and/or packing days.

38. Travel time is charged from the nearest branch to the departure location and from the final location back to the branch.

39. Moves that take place before 09:00, after 22:00, on public holidays, or after 12 work hours may incur a 100% increase in hourly rates.

- **Costs and Payment**

40. If the Customer does not pay within the stipulated payment period, European Movers Service will transfer the claim to a collection agency. All associated costs will be charged to the Customer and calculated as follows:

- Up to €2,500.00: 10% (€250.00)
- From €2,500.00 to €5,000.00: 8% (€400.00)
- From €5,000.00 to €10,000.00: 5% (€875.00)

- From €10,000.00 to €200,000.00: 1% (€2,775.00)
- Over €200,000.00: 0.5% (€6,775.00)
- Minimum fee: €40.00
- Maximum fee: €6,775.00

41. If legal proceedings are necessary to recover the claim, all related costs (e.g., bailiff fees, court fees, lawyer fees) will be charged to the Customer.

42. If, during the move or settlement, it is found that the Customer or authorized representative lacks the financial means to cover the moving costs or refuses to pay in full, the Contractor has the right to seize part or all of the Customer's belongings as collateral for the outstanding amount. This seizure falls under the Contractor's right of retention and is not considered unlawful appropriation. By agreeing to the price and time estimate and these Terms and Conditions, the Customer or representative consents to this seizure if such a situation arises.

43. If, after six months from the payment due date, the Customer's goods remain in the Contractor's possession, the Contractor has the right to sell these goods to cover the outstanding amount.

44. A 20% surcharge on the total invoice amount applies if payment is not made on the moving day.

45. For business moves requested by companies registered abroad, payment cannot be made via invoice after the move. The maximum estimate for the move must be paid 72 hours in advance. Any remaining balance will be refunded or invoiced after the move. If a fixed price has been agreed upon, this must also be paid in full 72 hours before the move.

46. Mileage surcharges included in quotes and estimates are based on current fuel prices. Due to market fluctuations, extra costs may be passed on to the Customer if fuel prices exceed the initial estimate.

47. If the Customer delivers goods to a disposal site, the disposal costs will be added to the final invoice unless the Customer pays them directly. If these costs are not included in the final invoice, they will still be billed later.

- **Handyman Service and Assembly/Disassembly**

48. All assembly and disassembly tasks will be carried out by our Handyman unless otherwise agreed with the Contractor.

49. The Customer must notify the Contractor in advance about assembly or disassembly needs and provide photos of the items. This work is always at the Customer's own risk. If the Customer fails to

inform the Contractor, any waiting time for personnel and/or rented materials will be charged to the Customer.

50. Regarding gas and electricity connections, the Contractor will only disconnect and reconnect at the Customer's risk. Washing machines and other appliances can be disconnected but not reconnected. Wall drilling is not performed. These limitations also apply to Full-Service moves.

51. Windows can be removed and reinstalled by the Contractor if requested in writing before the move. This is always at the Customer's own risk.

- **Agreements and Communication**

52. Agreements or promises deviating from these Terms and Conditions are only binding for the Contractor if confirmed explicitly in writing before the move.

53. Movers are not authorized to make promises. Only the management at the office can make promises, and these must be confirmed in writing.

- **Moving Lift**

54. Window frames must be clear, and windows fully openable for the use of the moving lift. Otherwise, the Customer is fully liable for any damage to frames or windows.

55. By using the moving lift, the Customer agrees to allow its placement against the building. If the Customer opts not to have the situation inspected by the Contractor, they waive any claims for building damage caused by the moving lift.

56. The moving lift is billed for a minimum of three hours unless agreed otherwise.

57. If the power supply at the location is outdated, the Customer must notify the Contractor beforehand so that a gasoline-powered lift can be used instead of the standard electric lift. Failure to do so will result in any additional costs being charged to the Customer.

- **Storage**

58. The Customer must always be present during the loading or unloading of goods into storage or by a third party. It is the Customer's responsibility to inspect and report any damage immediately during the loading or unloading process. The claims period specified in these Terms and Conditions does not apply during storage loading or unloading. The Contractor is not liable for damages incurred during this process.

59. If belongings are delivered to storage, the Contractor cannot be held liable for damages incurred during the arrangement of storage unless Full-Service packing was requested. Items in storage are stacked, potentially causing long-term contact damage. Full-Service packing or self-preparation for transport is recommended. Protective materials cannot remain in the Customer's storage unless paid for in advance.

- **Force Majeure**

60. In cases of wind speeds above 60 km/h or other weather conditions that make moving unsafe, the Contractor reserves the right to reschedule the move.

61. The Contractor may terminate the agreement without liability for damages in cases of force majeure, including strikes, lockouts, fire, war, mobilization, flooding, natural disasters, or other external factors beyond the Contractor's control.

62. In the event of force majeure, the Customer will be informed as soon as possible. Unless it is evident that the force majeure situation will last longer than 30 working days, obligations that cannot be performed due to force majeure will be suspended without liability for damages. If the situation persists or is expected to persist beyond 30 working days, either party may terminate the agreement in writing without compensation.

63. The Contractor reserves the right to adjust the schedule in exceptional cases to ensure a smooth move. The Customer will be notified in advance by phone.

64. If unforeseen circumstances prevent the placement of lifts, blocks, or other equipment, or certain services cannot be provided, the Contractor may deploy additional manpower and/or materials. Any associated costs and waiting times will be charged to the Customer.

65. Delays caused by previous moves, traffic, adverse weather, or incorrect information from other customers (previous, current, or next) are not grounds for complaints or compensation. Such delays are considered normal schedule overruns.

66. Rust, oxidation, and water damage caused by weather or other external factors are excluded from the Contractor's responsibility.

- **Insurance and Coverage**

67. The representative of European Movers carrying out the transport is insured for up to €500,000.00, provided the Customer fully complies with the guidelines outlined in these Terms and Conditions and the insurer's conditions prior to the move.

68. For insured items that are part of a pair or series, their value is calculated by dividing the total value of the pair or series by the number of items.

69. Goods loaded, unloaded, or moved by anyone other than the Contractor's employees are not insured. The same applies to goods not placed or removed from the moving lift by a Contractor employee.

70. The Contractor's liability is limited to the agreed fee for executing the assignment or, if the insured amount is less than the fee, the insured amount.

- **Damage**

71. In the event of damage to an insured item resulting from a covered risk, compensation will not exceed repair or restoration costs as specified in the expert report. Depreciation after repair or restoration is not covered by insurance.

72. Damage must be reported by the Customer in the presence of the movers and documented in writing. The report must be signed by the Customer to be legally valid. Liability ceases once the movers leave the premises.

73. If damage requires cleanup work, the time spent will be added to the total moving time and charged to the final invoice.

74. The Customer may not withhold payment or offset claims. The invoice must be paid in full, regardless of any damage, which will be addressed separately.

75. If the Customer fails to report damage or complaints within the specified timeframe, all rights and claims related to the matter will be forfeited.

76. If only one professional mover is requested by the Customer, any damage caused by the mover or third parties is not covered under the Contractor's liability.

77. The Customer bears a deductible of €450 for any damage claims.

78. The Contractor is not liable for damage caused by incorrect or incomplete information or defective materials provided by the Customer, including damaged moving boxes.

79. The Contractor excludes liability unless the Customer proves the damage resulted from failure to perform the assignment properly or was due to the Contractor's intent or gross negligence.

80. The Contractor is not liable for material or personal injury to the Customer or their helpers, even if it occurs during cooperation with the Contractor.

81. Damage to plants, paintings, aquariums, waterbeds, and animals is always excluded from the Contractor's liability.

82. For valid damage claims, the Customer must provide proof of purchase. Compensation is based on the item's current value. Without purchase receipts, no compensation will be provided.

- **Working Conditions**

83. The Contractor reserves the right to refuse an assignment without stating reasons.

84. The Contractor may enlist extra help if there is a shortage of manpower or materials, with all related costs charged to the Customer.

85. Movers are entitled to breaks during the move. These breaks are not billable.

86. The Contractor reserves the right to refuse transportation of potted plants, unsafe items, animals, or unhygienic objects. Such transport is at the Customer's risk.

87. The Contractor may terminate the assignment early if working conditions are deemed unsafe (e.g., mold, water damage, waste, excessive dust). Hours worked, including travel time, will still be charged.

- **Hoisting**

88. Hoisting requires access to the hoisting beam and moving hook, which is the Customer's responsibility.

89. Hoisting is always performed at the Customer's risk. All damages caused by hoisting are the sole responsibility of the Customer. However, items moved using a moving lift are insured.

- **Changes, Cancellations, and Terminations**

90. Address changes must be reported via the application form or in writing to the Contractor before the move. If the Contractor visits addresses unknown at the time of the estimate, the initial price and time estimate is no longer valid, and the Customer accepts all resulting financial consequences.

91. Additions or changes can only be made in writing.

92. If the Customer cancels the move, this must be done at least seven days in advance in writing and confirmed by phone. Otherwise, 50% of the minimum moving costs will be charged, with a minimum of €75. For cancellations within 48 hours of the move, 75% of the minimum moving costs will be charged,

with a minimum of €75. Moves booked within seven days of the scheduled date cannot be canceled without incurring cancellation fees.

93. If the Customer wishes to reschedule within 48 hours of the scheduled move, rescheduling costs of €75 will apply.

- **Privacy Policy and Confidentiality**

94. The Contractor uses cookies and other technologies, such as JavaScript and web beacons, on its online platforms. Cookies are small text files stored on your device during website visits. Cookies from third parties may also be placed, governed by the privacy and cookie policies of those parties.

95. Both parties are required to maintain confidentiality regarding any confidential information shared as part of the agreement. Information is considered confidential if labeled as such or inherently confidential. Confidential information will only be used for its intended purpose. If the Contractor is legally compelled to disclose confidential information, they will not be liable for any damages resulting from such disclosure.

- **Legal Matters**

96. If any provisions of these Terms and Conditions are invalid or voidable, the remaining provisions will remain in effect. Parties will agree to new provisions that align as closely as possible with the original intent and purpose.

97. Dutch law applies to all relationships between the Contractor and Customer, including offers, quotes, and agreements. The court in Amsterdam has exclusive jurisdiction unless otherwise mandated by law.

98. The price and time estimate provided by the Contractor is based entirely on the information submitted by the Customer in the application form. Acceptance of the estimate automatically subjects the Customer to these Terms and Conditions.

99. The Customer and related parties (e.g., family, employers) are prohibited from offering employment or other work relationships to the Contractor's employees. Violations incur a fine of €10,000 plus €1,000 per day until the offer is withdrawn.

By booking your move, you automatically agree to these Terms and Conditions.