

Office Removals – 2003

Terms and Conditions for the Removal of Office Furniture, Equipment and Supplies. Per the Svenska Åkeriförbundet (SA)/Swedish Haulers' Association and Sveriges Möbeltransportörers Förbund (SMF)/Swedish Association of Removers

1. Applicability

A. General

The regulations shall apply to removals within Norden (Scandinavia) regarding the removal of office inventory as well as any hereinafter mentioned removal goods. The regulations also apply to removals internally and where no vehicle is required. The party undertaking the removal assignment is referred to as the Mover. The party for whose account the removal is carried out is referred to as the Booking Party.

B. Transportation

Should the transporting vehicle require the use of other modes of transportation, such as ship, railway or aircraft, the regulations stated herein shall continue to apply throughout the removal. If damage, total loss, partial loss or delay should occur due to any of the aforementioned transportation methods due to e.g. bad weather, derailment, failure to connect and is not due to negligence, or has occurred due to the actions of the Mover, the Mover shall be responsible to the Booking Party according to the particular terms and conditions applying to that transportation mode.

2. The Scope of the Removal

The Scope of the removal shall depend on what has been agreed by the parties.

The removal shall be deemed to have commenced upon the Mover taking the removal goods per the agreed removal. Similarly the removal shall be considered to have been completed upon delivery of the removal goods at an agreed location.

Unless otherwise agreed, it shall not include:

A. Setting up or dismantling of computers and related IT equipment.

B. Setting up and dismantling of furnishings such as fixed shelves, fixed Light fittings, curtains, pictures, mirrors or electrical equipment such as radio and TV antennae and related wiring.

C.

Goods that can cause injury to the person or property such as flammables, explosives, corrosives or pungent substances, weapons or ammunition. Money, bank books, bonds and certificates, gold or precious metals or other similar items. Transportation of plants. Cleaning in connection with the removal

3. Payment

Payment for the removal may consist of a fixed amount or running account. In the latter case this is calculated based on the time taken. Alternatively the price can be agreed as per ton, cubic meter, per consignment etc. The Mover retains the right to proof of credit worthiness and advance payment. The Mover has the right to additional payment should the removal costs increase at the behest of the booking party or due to other unforeseen circumstances subsequent to signing the contract. Should the Mover have reasonable cause to suspect that the booking party is not fulfilling his part of the agreement, and then he may request security from the booking party or retain such part of the removal goods until the agreement has been fulfilled or security is obtained. If the booking party does not pay in a timely manner, the Mover may demand the payment of interest at the official interest rate/"Base Rate" level at the time plus an addition 8 percentage points, Value Added Tax applies as per law at the time of the removal.

4. Information to be Provided by the Booking Party

There is a responsibility on the part of the booking party to provide certain information. This includes:

a. The extent of the inventory to be moved, the area of the offices concerned as well as any supplementary areas included in the removal.

b. Access to loading and unloading addresses as well as functioning elevators and their load bearing capacity and weight restrictions.

c. Overweight and out of gauge pieces such as strong boxes and safes, heavier machinery and where applicable their weights and measurements.

d. Valuable and /or fragile items.

In the event that the Booking Party fails to provide the aforementioned information, then he, unless it has been otherwise agreed, is responsible for any costs, damage or loss as a result thereof. If the negligence is such that the removal goods can cause injury or damage to persons or property, and such a risk arises and which cannot otherwise be avoided, then the Mover retains the right to make safe or destroy said goods and is not required to compensate for this.

5. Delay on the part of the Booking Party

If the Booking Party is responsible in assisting with the removal such as in packing etc. and does not provide such assistance in a timely manner and which assistance is required to complete the removal, then the Mover may stop the work until the necessary assistance is forthcoming. The Mover is entitled to compensation for any costs incurred caused by the delay providing that the Booking Party cannot demonstrate any cause on the part of the Mover in the delay. If the Booking Party delays payment or any fails to perform in a manner which affects the removal, then the agreement is rendered null and void. In such instance the Booking Party is responsible for compensation to the Mover for any costs which the cessation of the contract has incurred.

6. Change of circumstances

If the agreement is changed, the price may be adjusted. In the event that the removal is rendered more complex or more expensive due to circumstances occurring after the contract has been entered, and are solely due to the Booking Party, then the Mover retains the right to claim additional payment. If the ability to carry out the contract is substantially delayed or rendered more complex, due to impediments which neither party can influence or which at the time of signing the contract could not be foreseen, such as actions of the state, war, mobilization, terrorism, communications breakdown, boycott, strike, lockout blockade etc, each of the parties retains the right to cancel the contract. It is incumbent upon the Booking Party however to compensate for that part of the contract already carried out under his contractual obligation and even after the cancellation of said contract, and which were taken according to the instructions of the booking party or in his interests.

7. The Mover's Obligations

The Mover agrees to carry out the contract exercising due professional care.

I

Damage, total loss or partial loss of removal goods whilst performing the contract.

A. the Mover is not liable for damage, total loss or partial loss in the event of:

1. Error, negligence or the actions of the Booking Party such as incorrect handling, packing, unpacking, loading, or unloading of

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the removal goods. Incomplete or insufficient marking or labeling, or incorrect instructions or failure to provide the required documentation and/or information per clause 4, above

2. The nature of the removal goods, such that they render themselves vulnerable to damage, partial loss or total loss notwithstanding the Mover's professional handling of same, such as sensitive electronic equipment, computing and IT equipment, Televisions, lamps, musical instruments, clocks, items made from plaster of Paris or which are gilded, plants, temperature sensitive items, unaccountable damage to polished surfaces.

3. Radioactivity, acts of war, riots, strike, lockout, blockade, state sponsored actions, natural disaster or other force majeure.

4. Defective items.

B. Compensation will not be paid for damage or total or partial loss due to items being left in drawers, baskets or cupboards and where the Mover has not supervised the packing.

C. The Mover's liability is limited to:

1. 30 "Pricebaseamounts" according to Swedish law (1962:381) on general insurance in total per move.

2. Market value up to a "halfpricebaseamount" according to Swedish law on general insurance for each unit with a weight not exceeding 25 kgs.

3. Two percent of the "pricebaseamount" according to Swedish law on general insurance per kg for a unit weighing more than 25kgs. By unit, this is taken to mean combined items e.g. a computer and its screen and keyboard, or similar combinations such as a suite of furniture, a set, a series etc.

D. Compensation for damage, total loss or partial loss of removal goods shall be assessed based on their market value at the time of the damage or loss. Compensation for sentimental value or reduction in the value which occurs subsequent to professional restoration is not payable.

E. Liability for compensation is limited to the value of the item's market value at the time of the damage or loss, and compensation for the cost of restoration or other costs as a result of the damage or loss. Compensation for the cost of restoration and repair or any other related cost may not exceed the total loss value of the aforesaid item. If the Mover replaces the item with an equivalent item and/or pays compensation for the item in full then the right to the damaged or lost item lies with the Mover if he so desires. In the event of damage to removal goods, the Mover has the right to redress the damage through restoration and repair even if the Booking Party does not request same.

II

Delay

In the event that the Mover has not fulfilled the terms of the contract within the agreed time, then he will compensate the Booking Party for any direct costs as a result of the delay.

The compensation is limited to an amount not exceeding the total agreed cost of the removal.

If the Mover can prove that the delay was not due to error or negligence on his part, then he is not required to compensate the Booking Party as stated herein.

8. Indirect damage or consequential damage.

The Mover does not accept responsibility for indirect damage, consequential damage or high value damage.

9. Insurance

Third Party insurance cover for the removal may be obtained upon the instructions and for the account of the Booking Party covering the removal in its entirety or for individual items in order to ensure insurance coverage in circumstances where the Mover is not liable per the terms and conditions described herein. Such third party cover will only be obtained where the booking party expressly and in writing has Requested same and where the insurance company agrees to such cover.

10. Lien etc.

The Mover may lien the Booking Party's removal goods under his control, in part to cover any related removal costs such as fees and warehousing, in part to cover any debts owed him by the booking party. If the removal goods are lost or destroyed, the Mover has a similar right to be compensated by the insurer or other third party. In the event of continued non-payment of the debt, the Mover retains the right to sell in part or whole the removal goods to cover any outstanding fees or costs incurred by him. The Mover shall where possible, seek to inform the booking party of the measures he intends to take in order to sell said removal goods.

11. Claims

Any party seeking compensation from the Mover for damaged, partial or total lost goods must inform the Mover of same within 7 days. In the event that a claim is made after 7 days have elapsed from the delivery of the goods, it is incumbent upon the claimant to demonstrate that damage, partial or total loss occurred prior to such delivery taking place. Damage or loss evident at the time that the goods are delivered, notwithstanding subsequent loss, shall be claimed immediately upon the Mover surrendering the removal goods. Claims covering other than damage or loss to the removal goods, must be submitted no later than 14 days after the day on which the booking party is in possession of the facts relating to the basis for his claim against the Mover. If a claim has not been so submitted, then the booking party waives his right to any claim.

12. Period of Limitation

Any claim or suit must be submitted within 1 year. The time shall be calculated thus:

a. For damage, partial loss or delay, from the day the removal goods passed into the care of the Mover or his agent.

b. In the case of total loss, from the 13th day following the agreed delivery date or the 60th day following the collection of the goods by the Mover.

In the event no claim or suit is filed within the prescribed period then the booking party's rights to same are waived. Limitation relating to a claim or suit may not be sought in any other manner such as by a plaintiff's case or other settlement.

13. Disputes

Disputes arising relating to the agreement covered by these terms and conditions shall be heard in a court of law unless the parties agree otherwise.

14. Warehousing and Storage

Agreements substantially involving warehousing and storage shall be covered by the terms and conditions relating thereto.