

These conditions explain your rights, obligations and responsibilities and those of your contractor.

A contract is two-way agreement and it is important that everyone knows where they stand.

Where we use the word “you” it means the customer: “we”, “us” or “our” means the contractor named on the front of this contract.

These conditions can only be changed or amended by our written agreement.

### **1. Our quotation**

Our quotation is a fixed price. It does not include insurance, customs duties and inspections or any other fees payable to government bodies. We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing.

- a) You do not accept it in writing within 28 days, with a firm removal date to which we agree in writing.
  - b) By your delay, the work is not carried out or completed within three months.
  - c) Our costs increase (or decrease) because of currency fluctuations or changes in taxation or freight charges beyond our control.
  - d) The work is carried out on Saturday, Sunday or Public Holiday at your request.
  - e) We have to collect or deliver goods above the ground and first upper floor.
  - f) We supply any additional services, including moving or storing extra goods, (these conditions apply to such work)
  - g) The stairs, lifts or door ways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 meters of the doorway, and this means we have to do extra work.
  - h) Any packing or other fees or charges that we have to pay in order to carry out services on your behalf.
  - i) There are delays or events outside our reasonable control.
  - j) We agree in writing to increase our limit of liability set out in clause 8
- In all these circumstances you will pay the adjusted charges.

### **2. Work not included in the quotation**

Unless agreed by us in writing we will not:

- a) Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.
- b) Disconnect or reconnect appliances, fixtures, fittings or equipment.
- c) Take up or lay fitted floor coverings.
- d) Move storage heaters unless they are dismantled.
- e) Move items from a loft, unless properly lit, and floored and safe access is provided.
- f) Move or store any items excluded under clause 4.

Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

### **3. Your responsibility**

It will be your sole responsibility to:

- a) Declare to us the value of the goods being removed and/or stored.
- b) Arrange adequate insurance cover to the goods submitted for removal transit and/or storage, against all insurable risks.
- c) Obtain at your own expense, all documents, permits, licenses, customs documents necessary for the removal to be completed.
- d) Be present or represented throughout the removal.
- e) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- f) Arrange proper protection for goods left in unoccupied or unattended premises, or where other peoples such as (but not limited to) tenants or workmen are, or will be present.
- g) Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- h) Empty properly, defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- i) Provide us with a contact address for correspondence during removal transit and/or storage of goods.

Other than by reason of our negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

### **4. Goods not to be submitted for removal and storage**

The following items are specifically excluded from this contract:

- a) Jewellery, watches, trinkets, precious stones or metals, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- b) Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- c) Plants or goods likely to encourage vermin or other pests or to cause infestation.
- d) Refrigerated or frozen food or drink.
- e) Any animals or their cages or tanks including pets, birds, or fish.
- f) Goods which require special license or government permission for export or import.

Such goods will not be removed by us, except with our prior written agreement. In the event that we do remove such goods, we will not accept liability for loss or damage wholly or mainly attributable to be special nature of the goods concerned. If you submit such

goods without our knowledge and prior written agreement, we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraph 4(b), 4(c), 4(d).

**5. Ownership of the goods**

By entering into this contract, you declare that:

- a) The goods to be removed and/or stored are your own property, or.
- b) The person(s) who own or have interest in them, have given you authority to make this contract, and have been made aware of these conditions.
- c) You will meet any claim for damages and/or costs against us if these declarations are not true.

**6. Paying for the removal**

Unless otherwise agreed by us in writing:

- a) Payment is required, by cleared funds in advance of the removal or storage period.
- b) You may not withhold any part of the agreed price.
- c) In respect of all sums which are overdue to us, we will charge interest calculated at 4% above the base rate for the being of PIRAEUS BANK S.A., SOFIA BRANCH, BULGARIA.

**7. Our liability for loss or damage**

Our liability for loss or damage is limited, as set out in clause 7a below. You may request us to increase our liability, as set out in clause 7c below, subject to our express written agreement in advance of carrying out the removal and/or storage and payment of an additional charge.

- a) In the event of our losing or damaging your goods, if we are liable we will pay you up to a maximum sum of EUR 30 for each item which is lost or damaged, to cover the cost of repairing or replacing that item.
- b) Or, we may choose to repair or replace that damaged item. If an item is repaired we are not liable for depreciation in value.
- c) Always subject to receiving your itemized value inventory and request in writing to increase our liability, prior to the removal and/or storage commencing, we may offer to extend our maximum liability to the value declared by you to us. This is not insurance on the goods and you are strongly advised to accept the insurance offered in our quote or if arranging insurance cover yourself, you are advised to show this contract to your insurance company. For the purpose of clauses 7a, 7b and 7c, an item is defined as any one article, suite, pair, set, or complete case, carton, package or other container.
- d) Other than by reason of our negligence, we will not be liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in the following:
  - By fire howsoever caused;
  - By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, acts of God, industrial action or other such events outside our reasonable control;
  - By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances;
  - By moth or vermin or similar infestation;
  - By cleaning, repairing or restoring unless we did the work;
  - To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us;
  - For electrical or mechanical derangement to any appliances, instrument or equipment unless there is evidence of external impact;
  - To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind, howsoever caused, unless, you have previously given us full particulars with value, and we have confirmed in writing that we accept responsibility as in condition 8(a) or 8(c) above;
  - To any goods which have a relevant proven defect or are inherently defective;
  - To animals and their cages or tanks including pets, birds or fish;
  - To plants;
  - To refrigerated or frozen food or drink;
  - Other than by reason of our negligence, we will not be liable for damage or costs resulting indirectly from/or as a consequence of loss, damage or failure to produce the goods;
  - No employee of the contractor named on the front of this contract shall be separately liable to you for any loss, damage, misdelivery, errors or omissions under the terms of this contract;
  - Extra conditions that apply to removals to/from a foreign country outside Bulgaria;
  - For goods destined to, or received from a place outside Bulgaria;
  - We will accept liability only for loss or damage to goods when they are in our actual possession and if it can be proven that we were negligent. In such circumstances, we will accept liability as in condition 7a or 7c above. We are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 7d above.

Where we engage an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination we do so on your behalf and subject to the terms and conditions set out by the carrier.

If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (e.g.

the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

We do not accept any liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.

**8. Time limits for claims**

For goods which we deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery.

If you or your agent collects from our warehouse, you must note any loss or damage at the time the goods are handed to you.

Notwithstanding clause 7, we will not be liable for any loss or damage to the goods unless a claim is notified to us or our foreign correspondent in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of collection of the goods from us or delivery of the goods by us, as the case may be.

The time limits referred to in clauses 10a, 10b and 10c above shall be essential to the contract.

Upon your written request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.

**9. Delays in transit**

Other than by reason of our negligence, we will not be liable for delays in transit

In through no fault of ours we are unable to deliver your goods, we will take them into store.

The contract will then be fulfilled and any additional service(s), including storage and delivery will be at your expense.

**10. Damage to premises or property other than goods**

We will not be liable for any damage to premises or property other than goods submitted for removal and/or storage, unless we have been negligent.

If we cause damage as a result of moving goods under your express instruction, against our advise, and where to move the goods in the manner instructed will inevitably cause damage we shall not accept that we were negligent

If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt. This is essential to the contract

**11. Our right to hold goods**

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any contract. These include any charges that we paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

**12. Route and method**

We have the full right to choose the route for delivery

Unless it has been specifically agreed in writing on our Quotation, other space/volume/ capacity on our vehicles and/or the container may be utilized for consignments of other customers.

**13. Applicable law**

This contract is subject to Bulgarian Law and jurisdiction.

**Contact a n Orbit team member anytime of your convenience for further information:**

Email: [hhgs@orbit.bg](mailto:hhgs@orbit.bg)

Tel: +359 2 970 6311

Fax: +359 2 970 6333

Mob: +359 89 9903339

Mob: +359 89 5559902