



## **GENERAL TERMS & CONDITIONS FOR TRANSPORT**

### **GENERAL INFORMATION**

1 - The rights and obligations for both parties are ruled by these conditions, unless otherwise agreed between Transportes Beleza Unipessoal, Lda., hereinafter referred to as Company, and the client.

2- The provision of services covered by these conditions are based on the information provided by the client within a reasonable time to allow the move / transport to be organized, under the following elements:

- Full list of assets and furnishings to be transported (type, number and importance of the objects that are to be moved);
- Full address and contact information upon loading and unloading;
- Detailed description of the access points for loading and unloading, as well as permits for staff and vehicles (e.g.: hallways, staircases, elevators, constructions, etc.) and its conditions should be explicitly mentioned for this purpose.

3 - On the date selected for the transport, the client should be present or appoint a third party, a legal representative, and should have in his/her possession all the necessary original documents, namely the customs documents (when applicable).

4 - All goods that are to be transported are your own property or are legally in your possession; any false claims by the client in regards to the property or ownership of the goods are his/her sole responsibility, with the client taking full responsibility for any

damage that could be imputed to the Company by such claims.

### **OPERATIONAL PROCEDURES**

5 - The hired service includes the transport of the goods present in the list made by the client through the online form or email. The budget for the execution of the service is calculated based on the volume of the listing provided by the client, such volume is subject to a check after loading onto the truck, and the service value may be revised.

6 - For services with hourly-valued budgets, the count begins upon the vehicle's arrival at the loading location and ends upon the hour of departure for the final destination (in 60-minute fractions).

7 - The operations to be undertaken by the Company are defined and agreed upon with the client before each service. Unless specified otherwise by the client, the Company will carry out the following:

- Disassembly of the furniture (if justified);
- Packaging and safeguarding of all furnishing and household appliances through the use of appropriate materials;
- Packaging of clothes, crockery, books, and miscellaneous objects in appropriate cardboard boxes (with an additional cost);
- Loading and packaging in the vehicle;
- Transport to the destination;
- Unloading and assembly of furniture. Only the furniture disassembled by us at the source will be assembled;

8 - The residue brought upon by the move is to remain at the destination address. The Company does not return with the residue and, as such, its disposal is the client's responsibility;

In case the client needs to dispose of any sort of appliance or furnishing, the



Company will conduct that removal, to Vazadouro Municipal, at an additional cost to the service.

9 - Any post-service relocation or assembly is subject to possible charges to be agreed with the client.

10 - All legal expenses with permits and policing are the client's responsibility (including their attainment), in order for the requested transport to be carried out.

11 - The company is responsible for all entrusted furnishings and objects, within the Terms & Conditions and except under specific conditions from article 18.

12 - No other responsibility is accepted for operations that aren't carried out by its employees or subcontractors, including those carried out by the client him/herself.

13 - Temporary storage of personal goods, furniture and equipment that could occur during the transport / move is subject to the specific storage conditions.

14 - The Company reserves the right to outsource, under its full liability, the move / transport to other moving / transport qualified companies. The Company will remain entirely responsible to the client for all operations performed.

15 - Upon receipt of the goods, the client should check its condition until the delivery is complete. The delivery of furnishing to a warehouse is assimilated at the residence and brings the move contract to an end.

16 - In case the client is absent on the day and place of the delivery, or if it's not carried out by any other impossibility not attributable to the Company, the furnishing will be sent to the warehouse or any other place that is more convenient for its deposit, to be determined by the Company, and at the client's expense. Failing to comply with the payment terms is

considered an impediment to the delivery of the transported goods.

### **EXCLUDED SERVICES / NON-ACCEPTED ITEMS**

17 - The services conducted by the Company exclude the following operations:

- Removal of fixed objects in walls, flooring, or ceilings;
- Drilling in walls or ceilings;
- Turning on / off household appliances connected to electricity, gas, or water.

18: Does not transport: people, animals, dangerous objects or substances, foods, flammables, or explosive products, jewellery, money of any kind, precious stones, or metals. If, for some reason, such objects mentioned above happen to be transported by the Company, it shall not assume any liability for it and will charge the client for any eventual responsibilities or damages arising therefrom.

### **CONDITIONALLY TRANSPORTED GOODS AND FURNISHINGS**

19 - The Company will not take responsibility for damages caused in the transport of the following goods, which, in case they do occur, are the client's sole responsibility:

- Plants, flowers;
- Brittle or inherently defective items;
- Wall clocks or wristwatches;
- Laptops, servers, photocopiers, printers;
- Poorly functioning objects with mechanical, electrical, or electronic functions, for which it is not qualified to assess the specific and required precautions to its handling;



- Furniture or boxes previously packed by the client or by the client's indication which weren't packed by the Company;
  - Goods received in wear condition;
  - Goods received from third parties in unknown conditions;
  - Damages incurred from a deficient initial assembly, not performed by TB;
  - Tuning and functionality of the furniture after reassembly, potentially conditioned by the nature and quality of the furnishing's material;
  - Items in stone, glass, or ceramics, such as tabletops or counters, figurines, and vases, should be transported in wooden crates solicited by the client, at an additional cost. Otherwise, per the customer's choice, the Company will proceed with the packaging of these pieces, not being liable for eventual damages;
  - Art pieces will be transported through specific packaging (at an additional cost) and upon specific insurance, which is the client's responsibility;
- 20 - The transport of a piece with over 100 kg, such as pianos, safes, american refrigerators, countertops, machines, and vehicles, are not included in normal moving services and are subject to an extra budget.
- 21 - The Company is only liable for the transport of furniture as long as it's physically possible to get them through the designated locations, otherwise the resulting cost of extraordinary means for loading and unloading will be the client's responsibility.
- 22 - The moving agents are not authorized, except previously agreed with the Company, to alter this contract or accept the execution of a different task beyond those previously agreed, neither unpack nor reassemble the furnishing of items which

haven't been disassembled / packaged by the Company.

23 - In the event of natural disasters (earthquakes, floodings, storms), the Company takes no responsibility for damages to the transported goods.

24 - In case of rain, the service will be halted in order to avoid the objects being soaked, unless the client assumes responsibility for possible damages arising therefrom.

### **DEADLINES FOR SERVICE COMPLETION**

25 - The Company will perform the pick-up and delivery of the furnishings within previously agreed upon dates and as quickly as possible.

For groupage services, the pick-up and delivery dates are subject to previously established routes for each vehicle.

However: The Company is not responsible for force majeure events or fortuitous events, with direct or indirect consequences to its normal course, such as wars, revolutions, riots, strikes, mechanical malfunctions in the vehicles, traffic conditions, epidemics, explosions, fires, floodings, blizzards, ice, wind, nor delays in customs checkpoints, railways, sea ports or airports.

### **MODIFICATIONS / SERVICE CANCELLATION**

26 - The client and the Company can decide, through mutual agreement, to modify the contract, adding new terms and pricing conditions, especially when new services are added to the previously contracted ones.

27- Except for reasons of force majeure, the service cancellation by the client implies the payment of a compensation to the



Company. The amount is fixed at 25% of the price of the move if the cancellation occurs up until five days of the scheduled date, and 50% if up to three days.

#### CMR INSURANCE

28 - The CMR Branch Insurance is included in all services and is mandatory under CMR convention and national transport contract. It covers the client for damages or loss of transported goods of up to 10€ per kilo, under 250.000€, as long as such damages have been demonstrably caused by collision, roll-over, fire, or explosion to the transport vehicle.

This insurance has a deductible of 250€.

#### PREMIUM VIP GOODS PROTECTION (OPTIONAL)

29 - We provide our clients with a private and optional coverage service, depending on the space occupied by the goods and furnishings, with the following fractions: up to 10 m<sup>3</sup>; up to 25 m<sup>3</sup>; up to 50 m<sup>3</sup>; up to 70 m<sup>3</sup>; up to 100 m<sup>3</sup>.

Coverage: We guarantee Protection against all risks of loss or damages suffered, with payment of up to 5.000,00€ per claim, guaranteed under the PREMIUM VIP Goods Protection.

This protection is activated per the client's choice during service confirmation.

In case of damaged goods, they will be repaired or replaced, excluding the items specified in articles 18 and 19 of these Terms & Conditions.

This insurance has a deductible of 150€.

#### PRICE AND PAYMENT TERMS

30 - The payable amount for the moving / transport service is bound to vary according

to: the volume of goods to be transported; the choice to hire or not hire VIP Protection; acquired packaging materials; disassembly and / or assembly of furnishing; access points to the place of origin and destination; number of men necessary to perform the service; number of vehicles involved in the service; supplementary means for loading and unloading; distance between place of origin and destination.

31 - The contract prices can be changed if there's any objects not mentioned by the client and if these have any impact on the packaging and transport services.

32 - Payment, unless otherwise agreed, will be done as follows:

. Services in the Lisbon area: At the end of the service, with Transport Guide delivered and proof of paid amount.

. National Service with journeys over 50 km: Payment after loading, with Transport Guide delivered and proof of paid amount.

. - International Export Service: payment for the entire service after pick-up and before leaving Portugal.

- International Import Service: payment for the entire service after pick-up and before delivery.

Certain services may require a contract, depending on their specifications and location.

33 - In case you prefer not to make the transfer, as agreed within the deadlines, in order to make sure everything is settled and the corresponding amount is in the Company's bank account until the truck arrives at the unloading location, the payment will have to be made in cash and, for security reasons, will incur a fee of 25€ (only valid for services with unloading in Portugal).



34 - Invoices will be issued and sent to the client on the first business day after the service.

35 - Without harming the conditions described above, any amount owed to the Company that isn't paid within 8 days after being claimed by registered mail, will incur in default interest at the legal rate in force.

36 - The presented amounts are subject to IVA at the legal rate in force (23%), when applicable.

37 - If the date of the move wasn't scheduled, the prices will be valid for three months after being disclosed to the client.

#### **COMPLAINTS / REPORTING DAMAGES**

38 - In case of a damage complaint, the client / recipient should mark in the Transport Guide / CMR, in the presence of a Company employee, the anomaly caused by the transport, that is, any and all apparent vice or defect in the packaging occurred during the transport.

He/she should also send the company a report of the occurred damage, along with pictures.

39 - The claims should be made within a maximum of 5 days following the delivery of goods and furnishing, non-compliance with this procedure will exclude all rights to compensation or reparations to the client by the Company.

40 - If no complaint is made, it is assumed that the move / merchandise was delivered in good condition.

41 - Only complaints of services that adhere to the payment terms will be accepted, non-compliance with this procedure will exclude all rights to compensation or reparations to the client by the Company.

#### **JURISDICTION**

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42 - For the resolution of any dispute emerging from this contract, Tribunal da comarca de Odivelas shall have jurisdiction, wavering all others.

#### **PRIVACY OF PERSONAL DATA**

43 - The data collected under this contract is used exclusively for its purpose, whether contractually, billing wise, or in order to report a possible non-compliance to a judicial body.

THE COMPANY commits to not use the collected data for purposes other than those for which it was gathered, nor divulge, share, or give the information to third parties. The holder of personal data may at any time access or modify the data at the Company's premises.

Famões, 2023