



## **General Terms and Conditions for International Removals**

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## **ARTICLE 1 - Definitions**

The following definitions are understood to be assigned the following meanings in these Terms and Conditions:

- *Client*: the consignor and/or the party whose removal goods are the subject of the removal contract;
- *Remover*: the FIDI certified contractor providing professional removal services;
- *Removal contract*: the agreement relating to the carriage of goods whereby the Remover undertakes to the Client to carry the removal goods either exclusively within a building or dwelling, or partly in a building or dwelling and partly by road, or exclusively by road;
- *Removal goods*: goods located in a covered or uncovered space which are intended for and have already been used for the purpose of upholstering, furnishing and decorating that space;
- *Household effects*: all of the removal goods covered by the removal contract; the term "household effects" shall not be deemed to include cash or valuable papers.
- *Domestic removal*: removal of the household effects of a natural person who is not acting in a professional or commercial capacity.
- *Company*: any undertaking or establishment, whether registered as a sole trader or otherwise and whether established as a profit-making or non-profit-making concern.
- *Damage due to delay*: loss of property, rights and interests arising from the late delivery of removal goods.

## **ARTICLE 2 - Applicability**

1. The General Terms and Conditions for International Removals apply to domestic removals which are:
  - within a building or dwelling;
  - where the carriage in question is exclusively by road, which shall be understood to include transporting the lorry by ferry or rail within Ho Chi Minh city or Vietnam as part of the road transport route.

2. Other general terms and conditions may be agreed in respect of full or partial removals which cannot be carried by road. Where goods are carried by sea or internal waterways, by rail or air or by road outside Europe, the Remover shall act exclusively as a forwarding agent.
3. The SGV-2015 shall not apply to the following:
  - Domestic removals instructed by a third party against the will of the owner of the removal goods (eviction);
  - The sale and rental of materials used by the Client to carry out the removal at higher own expense and risk.
4. Where the removal also involves storage or warehousing of the removal goods within the Vietnam, such storage shall be subject to the SGV-2015 for the Storage of Removal Goods in which case those Terms and Conditions shall accompany the quotation or shall be provided to the Client on or before the date on which the storage contract is concluded. The Terms and Conditions can also be supplied upon request and can be viewed in our quotation/proposal/contract.

### **ARTICLE 3 - Quotation**

1. The quotation shall be submitted in writing or electronically.
2. The quotation shall in any event stipulate:
  - the work to be performed by the Remover;
  - the price of the aforesaid work (including VAT);
  - the deadline and method of payment;
  - To the extent that such information is available: the date and starting time of the removal and a general indication of how long the removal can reasonably be expected to take.
  - That the 2015 General Terms and Conditions for International Removal are applicable. A copy of the SGV-2015 shall accompany the quotation or shall be provided to the Client on or before the date on which the removal contract is concluded.
3. The quotation shall be dated and is irrevocable for a period of 30 days after the quotation date.

### **ARTICLE 4 - Insurance of household effects**

1. The Remover shall offer to take out insurance on behalf of the Client, at the Client's expense, against all risks for which the Remover is not liable.

2. At the request of the Client, the Remover shall take out insurance against all or part of those risks on terms selected by the Client from the alternatives he is offered.

#### **ARTICLE 5 - Removal Price**

1. The following method shall be used to calculate the removal price:
  - An all-in price ("contract for work" method), which shall cover the removal as a whole, including turnover tax and the agreed factors and work provided for in the second paragraph of this Article, but which shall not cover any unforeseen expenditure as provided for in the third paragraph;
  - A cost-plus price, calculated on the basis of tariffs agreed in advance in respect of volume and/or distance and/or duration, and describing precisely the agreed work and price calculation methods.
2. The removal price shall be determined by the following factors and work performed by the Remover, to the extent that they have been agreed in the removal contract:
  - Carriage, including loading and unloading of the removal goods;
  - Packing removal goods into and unpacking removal goods out of chests or boxes and dismantling and reassembling items of furniture;
  - Activities such as taking down or removal, disconnection, placing, laying or hanging of lamps, curtains, floor covering, ovens, hearths, sanitary equipment and any other devices which are affixed to the ceiling, walls, floors and roofs and the dismantling and reassembly of waterbeds. The Remover may only perform such work, however, insofar as no specialist knowledge is required;
  - Premiums and fees for the insurance policies described in Article 4.
3. Unless agreed otherwise in writing or electronically, the removal price shall not include costs for the use of river or other ferries, tolls, parking exemptions and permits, border and customs charges, fuel or other surcharges on sea freight costs and any costs reasonably incurred in taking unforeseen measures for the preservation or delivery of the removal goods.
4. The removal price shall be increased where other costs are payable by the Client to the Remover pursuant to these Terms and Conditions or where additional work is performed. Where the work is reduced, the removal price shall be lowered accordingly. Invoices shall provide a breakdown of any deviation from the removal price. Additional work shall be understood in these Terms and Conditions to mean work not agreed in the original removal contract which is performed by the Remover in response to a subsequent request by the Client. Reduced work shall be understood to mean work which, although agreed on the

date on which the removal contract is concluded, the Remover and the Client subsequently agree shall not be performed by the Remover.

5. Where no removal price is agreed, the Remover shall have the right to determine a removal price in accordance with the standards of reasonableness and fairness.

#### **ARTICLE 6 - The Contract**

The Contract shall enter into effect:

- As soon as the Client has indicated, either in writing or electronically, its acceptance of the Remover's quotation;
- A quotation approval sheet signed by client;
- Where no quotation is provided, at the time that the contract is signed by both parties;
- As soon as the Client actually presents removal goods to the Remover for removal.

#### **ARTICLE 7 - Client obligation to disclose**

1. The Client shall inform the Remover in a timely manner of the following in respect of the removal goods:
  - Any items whose presence poses a particular risk of damage to the removal goods or to the commercial equipment;
  - All objects of a technical nature in respect of which users are apprised by the manufacturer of special safety precautions to be taken prior to transport;
  - All objects of an exceptional nature which are subject to special regulations issued by national and/or foreign institutions, such as objects of exceptional value, artworks, valuable collections and firearms.
2. The Client shall inform the Remover in a timely manner of the following in respect of the removal:
  - special circumstances relating to the new residential address (for instance where there is a living room on the first floor);
  - Other facts and circumstances which are relevant to the Remover in connection with the removal (for instance excavation work on the pavement in front of the house on the day of the removal), unless the Client may assume that the Remover is aware of such information.

#### **ARTICLE 8 - Remover obligations**

1. The Remover shall be obliged to:
  - Deliver the removal goods to the destination (placing them in the designated position, if indicated) in the condition in which they were presented to the Remover for packing or dismantling or in the condition in which they were presented for carriage;
  - Complete without delay a removal operation which has begun.

2. The obligations incumbent on the Remover pursuant to this removal contract shall end as soon as the removal goods are delivered at the agreed destination.

#### **ARTICLE 9 - Dangerous items or substances**

1. Should the Client present to the Remover any dangerous items or substances as provided for in the Vietnamese Carriage of Dangerous Goods Act, the Client shall inform the Remover of the nature of the danger posed by such substances and indicate the safety precautions to be taken by the Remover.
2. The Remover shall have the right not to remove dangerous items or substances of which it has not been informed at the time of concluding the contract.
3. The Remover shall have the right to unload dangerous items or substances of which it was not informed at the time of concluding the contract at any time and at any location and to render harmless or destroy such items or cause such items to be rendered harmless or destroyed at the expense of the Client. Furthermore, the Client shall be liable in such circumstances for any and all reasonably incurred and attributable costs and damage arising from the carriage of such items.

#### **ARTICLE 10 - Customs formalities**

The following provisions shall apply to removal contracts relating to carriage to and from the Vietnam:

- the Remover shall inform the Client to the best of its ability of regulations in force regarding customs and other formalities to be observed in the performance of the removal contract;
- the Client shall place the necessary documents at the disposal of the Remover and shall furnish the Remover with all the information it requires for the purpose of completing the formalities;
- the Remover shall not be obliged to verify the accuracy and/or completeness of documents or information furnished by the Client;
- the Client shall be liable to the Remover, except where the latter is at fault, for any damage which may arise from the absence, incompleteness or irregularity of such documents and information;
- The Remover shall be obliged to take reasonable care to ensure that the documents supplied to it are not lost or mishandled. Should the Remover be liable, any compensation payable by the remover shall not exceed the agreed removal price.

#### **ARTICLE 11 - Amendments to the contract at the time of removal**

1. The Client shall be entitled to request the Remover to amend its performance of the removal contract. The requested amendment must be feasible for the Remover and may not disrupt the Remover's business operations. The Client shall, moreover, reimburse the

Remover for all actual costs and losses necessarily incurred or sustained as a result of the amendment to the removal contract. Should the amendment benefit the Remover, it shall not charge any costs reasonably saved.

2. Where circumstances prevent the Remover from performing the removal contract in accordance with its instructions and/or within a normal timeframe, the Remover shall:
  - Request new instructions from the Client, or
  - Where that is not possible, take measures which, in its opinion, are in the best interests of the Client.

## **ARTICLE 12 - Cancellation and Termination**

1. The Client may cancel the contract. Should he do so, compensation shall be payable to the Remover. Where the contract is cancelled up to 30 days before the agreed removal date, the compensation payable shall not exceed 15% of the agreed removal price. Where the contract is cancelled up to 14 days before the removal date, compensation shall not exceed 50% of the removal price and where the contract is cancelled up to seven days before the removal date, compensation shall not exceed 75% of the removal price. Where the contract is cancelled within seven days before the agreed removal date, compensation shall not exceed the full removal price.
2. Should the Client become aware that the Remover will be unable to perform the removal at the agreed time on the agreed date, the Client may terminate the removal contract as soon as he becomes aware of such inability on the part of the Remover, the Client shall send the Remover notice of termination in accordance with paragraph 4 of this Article.
3. Where, prior to or at the time of presentation of the removal goods to the Remover, circumstances arise in respect of one of the parties, of which the other party did not need to be aware at the time of concluding the contract but which, had it been aware, would have given it reasonable grounds not to conclude the removal contract or to enter the removal contract under different terms, the said other party shall be entitled to terminate the contract.
4. The contract shall be terminated by notice given in writing or electronically and shall end at the time such notice is received.
5. The parties shall be obliged, in accordance with the standards of reasonableness and fairness, to compensate each other after termination of the contract for damage demonstrably suffered as a result except in circumstances as provided for in Article 11, paragraph 2, of these Terms and Conditions. Compensation shall not exceed the agreed removal price.

## **ARTICLE 13 - Payment**

1. Unless agreed otherwise, payment of the removal price shall be effected in cash at the time the Remover delivers the removal goods to the destination. The Client shall pay the removal price upon

Presentation of the invoice and shall receive receipt of payment from the Remover.

The term 'cash payments' shall also be understood to include transfer of the amount payable at the time of delivery to a bank or account designated by the Remover or payment by means of bank-certified methods of electronic payment.

2. Should it become clear to the Remover at the time the invoice is presented that the Client is not complying and will not comply with its obligation to pay, the Remover shall be entitled to suspend performance or completion of the removal work. In such circumstances, the Remover shall be entitled to store and sell the removal goods after 180 days from the date the invoice is issued.
3. Where it is expressly agreed at the time the contract is concluded that payment shall not be effected in cash upon delivery and no payment terms are otherwise agreed, payment shall be effected within 14 days of receipt of invoice.
4. The Client shall be in default with effect from the expiry of this payment deadline. Upon expiry of the deadline, the Remover shall send a payment reminder and shall afford the Client the opportunity of effecting payment within seven days of receipt of the said reminder. Where payment is not received within the period allowed in the reminder, the Remover shall be entitled to charge statutory interest with effect from the expiry of the payment deadline, and to charge any extrajudicial collection costs it has reasonably incurred.
5. Where the consignor is not the owner of the removal goods which are the subject of the removal contract, the Remover shall make separate arrangements with the consignor on payment of costs arising from the removal contract and on delivery of the goods if the owner of the removal goods cannot be contacted to make such arrangements. Where the consignor fails to comply with its payment obligations, the owner of the removal goods shall be liable for payment of the removal costs.
6. Unless the parties have agreed otherwise in writing or electronically, setoff may not be invoked in respect of claims for payment of the removal price.

#### **ARTICLE 14 - Remover liability**

1. Should the Remover fail to perform the obligations incumbent upon it pursuant to Article 8, the Remover shall be liable for any damage resulting therefrom, unless such non-performance is due to circumstances which a careful Remover would have been unable to avoid and insofar as such a Remover is unable to prevent the consequences thereof  
In the event of losses due to delays, the Remover shall not be liable for damages in excess of the removal price; the Client shall provide evidence of the extent of the damage.
2. The Remover may not invoke the following in order to exonerate itself from liability:



- the defective condition of the vehicle used for the removal;
  - the defective condition of equipment used by the Remover, unless it has been supplied by the Client; equipment shall not be understood to include a ship, aircraft or railway carriage carrying the vehicle used for the removal;
  - the defective condition of support points used to attach hoisting equipment or for the use of a remover's lift;
  - Any damage to the removal goods resulting from the actions or omissions of third parties for whose acts the Client is not answerable.
3. A Remover which fails to perform the obligations incumbent upon it shall be liable for any damage sustained as a result unless such non-performance is the consequence of special risks connected with one or more of the following circumstances:
- the packing or dismantling or unpacking or reassembly of removal goods by the Client or the assistance of any person or any means made available by the Client for this purpose of his own volition;
  - assistance with the removal operation provided by the owner of the removal of goods, members of his family, friends or third parties requested by the owner of the removal goods to assist with the removal;
  - the choice by the Client, notwithstanding other alternatives offered by the Remover, of a method of packing or performance of the removal contract which derogates from what is customary for the agreed removal;
  - the presence amongst the removal goods of items in respect of which the Remover, had it been notified of their nature and presence by the Client in accordance with Article 7, would have taken special precautions;
  - the nature or condition of the removal goods themselves which are susceptible to total or partial loss or to damage from causes connected exclusively with this nature or condition, such as leakage, discharge or melting of other goods forming part of the household effects, the death of plants; the loss of bank papers, monetary instruments, precious metals, coins and medals, precious stones, pearls, documents and collections, unless the Client has handed these items separately to the Remover prior to the start of the removal, reporting their quantity and value;
  - Non-functioning or malfunctioning of electrical, electronic and mechanical equipment.

4. Where the Remover proves that non-performance of the obligations incumbent upon it on the grounds of Article 8 may have been the consequence of one or more of the special risks described above in this paragraph 3, it shall be presumed, without prejudice to the right of the Client to supply evidence to the contrary, that the non-performance results therefrom.
5. The Remover shall be liable for leaving items behind at or taking items from the point of loading in error where this was specifically known or ought to have been known to it.
6. To the extent that the Client fails to appear, refuses to take delivery of removal goods or does not take delivery with the required expediency, or to the extent that an attachment has been levied on the removal goods, the Remover shall be entitled to store the said removal goods at suitable storage facilities at the expense and risk of the entitled party. The Remover shall be obliged to duly notify the Client in writing or electronically, enclosing a copy of the SGV-2015, at the earliest opportunity.
7. Without prejudice to the effect of this Article, the Remover shall not be liable for damage other than damage caused as a result of its non-performance of the obligations incumbent upon it pursuant to Article 8 of these Terms and Conditions.
8. A CMR waybill shall be prepared for all international removals by road. Such removals shall, however, remain subject to the AVVIV 2009, even where a CMR waybill is signed by the Remover and/or handed by the Remover to the instructing party.
9. Where the goods are stored or warehoused outside the Vietnam, the Remover shall at no time be liable for damage or loss, regardless of how it is sustained.

#### **ARTICLE 15 - Client liability**

1. The Client shall be liable for the costs and damage suffered by the Remover as a result of the absence or inadequacy of information as

described in Articles 7 & 9, unless the Client is not to blame for that failure.

2. Where the removal contract cannot be performed or performed as agreed by reason of the actions or omissions of the Client, the Client shall be obliged, except in circumstances of force majeure, to compensate the Remover for damages. Such compensation shall not exceed an amount equal to the removal price. In the event of cancellation, Article 12 shall apply.
3. The Client shall indemnify the Remover upon request against any claims instituted against the Remover by third parties who are not party to the contract, in respect of damage or pecuniary loss (which shall be understood to include penal sanctions) connected in any way with the performance of the removal contract by the Remover, its subordinates and/or agents, where such damage is the consequence of any actions or omissions by the Client in contravention of any statutory regulation, such as those applying to narcotics, pornographic material, unlicensed software etc. illegally included amongst the household effects.

#### **ARTICLE 16 - Reports of damage**

The Client shall report any damage discovered at the time of delivery to the Remover. Where the Client has no opportunity to check for damage at the time of delivery, the Client shall confirm this in writing or electronically prior to, and in any event no later than, the time of delivery.

It is strongly recommended that damage be reported to the Remover in writing or electronically within two working days after the removal. Where the Remover does not receive such a report within 14 days of the removal, the removal shall be deemed to have been carried out by the Remover with no perceptible damage.

#### **ARTICLE 17 - Compensation in the event of liability**

1. Where a claim against the insurance policy described in Article 4 of these Terms and Conditions is not possible, any compensation for which the Remover is liable due to failure to perform the obligations incumbent upon it shall be limited on the grounds of VND50,000,000 for each consignment of household effects.
2. Should the Remover undertake to carry more than one consignment of household effects under one and the same contract, the liability provided for in the first paragraph shall apply to each separate consignment.
3. The Remover may not invoke any limitation of its liability, to the extent that damage is caused as a result of its own actions or omissions done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom.

4. Any damage to the household effects of VND500,000 or less shall be for the account of the Client; where damage to the household effects exceeds VND500,000, the Remover may, without prejudice to the provisions of the remaining paragraphs of this Article, be held liable for the full value of the damage.
5. The prescription period for all claims based on or connected with the removal contract is 45 days after delivery of the removal goods.

#### **ARTICLE 18 - Complaints**

Complaints relating to the performance of the contract must be submitted, with a complete and detailed description, to the Remover promptly after the defect is discovered by the Client. Failure to notify the Remover promptly of the complaint may result in the Client losing its rights in this regard.

#### **ARTICLE 19 - Settlement of disputes**

1. Disputes between the Client and the Remover relating to the conclusion or performance of the removal contract as provided for in Article 1 may be filed by either the Client or the Remover according to the Vietnam law.
2. The Disputes Committee shall not consider a dispute unless the Client has first submitted its complaint to the Remover.
3. Once the complaint has been submitted to the Remover, the dispute must be filed with the Disputes Committee within three months of the date on which the dispute arose.
4. Should the Client file a dispute with the Disputes Committee, the Remover shall be bound by that choice. Should the Remover wish to file a dispute with the Disputes Committee, it shall request the Client to indicate his agreement or otherwise within a period of five weeks. The Remover shall, moreover, indicate in its request to the Client that it will consider itself free to file the dispute with the Disputes Committee after the expiry of the aforementioned period.
5. The Disputes Committee shall announce its decision in accordance with the provisions of the regulations applicable to it. The decisions of the Disputes Committee shall be announced by way of a binding opinion pursuant to the aforementioned regulations, which can be provided upon request. A fee is charged for the consideration of disputes.
6. The court or the aforementioned Disputes Committee have exclusive competence to hear disputes.

#### **ARTICLE 20 - Applicable law**

Contracts concluded on the basis of the SGV-2015 and amendments or additions thereto are governed by the law of the Vietnam, save where a different law is applicable on the grounds of mandatory regulations.

**ARTICLE 21 - Official title**

The 2015 General Terms and Conditions for International Removals  
can be cited as the SGV-2015.