

## GENERAL TRADING TERMS AND CONDITIONS

The Movers will follow the Standard Terms and Conditions as appended below. These are in addition to and in reiteration of the Terms specifically mentioned in the Quote/ Quotation. These Standard Terms and Conditions will apply in all cases unless specified to the contrary in writing

1. All information provided is as per prevailing customs rules and regulations which are subject to change without prior notice
2. Shipper/ consignee must confirm at least 4 working days in advance for The Movers to arrange Blanket Insurance Coverage
3. Unless advised differently, the quoted rates are applicable for non- hazardous, normal size Household shipments.
4. Does not include servicing safes, pianos, motorbikes, cars, boats and or any items not classified as personal and household goods
5. Maximum cargo weight allowed for container is as per line's restrictions
6. Rates are valid for 30 days from the date of issue of this quote, unless advised differently and mutually agreed in written form
7. Space confirmation is subject to carrier's availability, acceptance, frequency and connectivity
8. General Rate increases if any as applicable at the time of shipment will be advised and permissions sought if known in advance, else will be billed and collected prior to delivery with authentic supporting
9. The rates are as per current exchange rate. Will be required to be re- calculated should there be a fluctuation
10. Surcharges are added in our quote but as per the current rates. Any revision in the surcharges will revise our offer under advice to customer in writing
11. Parking fees, permits, use of external lifts and hoists, need for professional people of other trades, has not been accounted as the final delivery address once known will advise if this is required and will be certified by the shipper of goods
12. Storage and related charges will be additional unless agreed upon on the quote
13. Demurrage and detentions for reasons beyond our control will be billed AT Actual
14. Any force majeure situations like fire, earthquakes and or natural disasters/ act of god are
15. Timely Provision of required export and import documents will be sole responsibility of the official moving, any delays that invite detention and demurrages, will highlighted and charges billed back
16. The rates quote is based on current customs rules, laws and political situations. Subject to change with or without notice
17. All effects will be professionally packed by our crew, any items packed by owner will be handled on owner's responsibility and The Movers will be committed for ensuring safe transit, but will not be responsible for contents and their condition packed inside.
18. Shipper / consignee must appraise themselves of the local laws and traditions, any lawful items packed and sent will be purely at owner's description and if found objectionable by any law will be dealt directly by the owner
19. Customs duties and taxes applicable, will be notified, collected in advance and billed back with authentic supporting. The Movers will advance and bill back administration/ disbursement fee chargeable @ 5% of the advance amount
20. Insurance handling is optional and The Movers will act as a representative for the underwriters to facilitate coverage. In case of a claim, the description of the underwriters will be final and will be as per their terms and conditions that will be made available in advance prior to handling to be duly accepted and signed by the owner
21. In case the owner of the goods is not insuring the effects through The Movers, the liability of the damages if any will shift to the shipper or his chosen Insurance underwriters, having said this THE MOVERS team will still ensure a very professional packing and handling and aim for a damage free delivery.

THE MOVERS - PREMIUM MOVE SERVICES LLC 's obligation to compensate damage and liability on any basis whatsoever is limited to that damage against which THE MOVERS is insured under an insurance policy taken out by or on behalf of our customer However, the scope of this obligation will never exceed the amount that is paid out under this insurance in the relevant case. THE MOVERS is not entitled to invoke the provisions of the previous sentence for any reason, the obligation to compensate damage and liability on any basis is limited to an amount corresponding to 10% of the amount invoiced by THE MOVERS for the agreement/assignment from which the liability arises. Consequential damage, delay damage and replacement damage are not eligible for compensation.

The Movers shall not be liable whatever for any damage, loss, delay in delivery, mis-delivery, or detention to or of goods while in transit or storage in transit. In the event that The Movers shall be found liable for any loss or damage to the goods, it is hereby agreed the limit of liability of The Movers shall not in any case exceed a maximum of OMR 0.015 per pound per article.

22. Based on the existing customs rules and regulations, the wood packaging materials are to be as per the International Plant Protection Standard with IPPC logo. Please

ensure the wooden packaging material used for pallets are in compliance with IPPC standard

A. Our Quotation

We may change the price or make charges if any of the following have not been considered when preparing Our quotation and confirmed by us in writing.

- (a) You do not accept it in writing within 30 days, with a firm removal date to which we agree in writing unless There is a mutually agreed validity date.
- (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 change in taxation or freight charges Beyond our control.
- (d) The work is carried out on a Friday or Public Holiday at your request.
- (e) We must collect or deliver goods above the ground and first upper floor.

**THE MOVERS – (PREMIUM MOVE SERVICES LLC).**

PO Box 3448, PC 111, CPO SEEB Suite 11, Building 434, 18th November Street

Tel (968)24218353 Fax (968)24136664. E.Mail : [info@themoversoman.com](mailto:info@themoversoman.com) [www.themoveroman.com](http://www.themoveroman.com)

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- (f) We supply any additional services, including moving or storing extra goods (these conditions apply to such Work).
- (g) The stairs, lifts or doorways 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 must do extra work.
- (h) Any parking or other fees or charges that we must pay to carry out services on your behalf. (I) There are delays or events outside our reasonable control. There are appliances or furniture pieces that cannot be handled and takeout out taken in without removing The residence doors or appliance's doors, these will need be removed and fixed by technical supports that you will arrange
- In all these circumstances, you will pay the adjusted charges.

**B. 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/ ikea / modular), fittings 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.

**Your responsibility**
**C. It will be your sole responsibility to:**

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

**D. Goods not to be submitted for removal or storage**

The following items are specifically excluded from this contract:

- (a) Jewelry, watches, trinkets, precious stones or metals, money, 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, antiques, paints, firearms and ammunition.
- (c) Plants or goods likely to encourage vermin or other pests or to cause infestation.
- (d) Goods which require special license or government permission for export of import.

Such goods will not be removed by us except with our prior written agreement, if we do remove such goods, we will not accept liability for loss or damage wholly or mainly attributable to the 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.

**E. 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 an interest in them, have given you authority to make this contract and have been made aware of these conditions.

Owner of the goods will be responsible to protect and safe keep all jewelry, watches, phones, iPad, Passports, air tickets and travel documents, lease documents, employment contract

And other items or value in nature these should be protected prior to arrival of the packing crew You will meet any claim for damages and/ or costs against us, if these declarations are not true.

**F. Paying for the Removal**

Unless otherwise agreed by us in writing:

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- (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
- (a) Other than because of our proven negligence, we will not be liable for delays in transit. (b) If 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, storage related costs, insurance and delivery, will be at your expense.
- H. Damage to premises or property other than goods
- (a) We will not be liable for any damage to premises or property other than goods submitted for removal And/ or storage. (b) If we cause damage because of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage, we shall not accept that we were negligent. (c) 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.
- I. Our right to hold the goods (lien)
- We shall have a right to withhold and/ or ultimately dispose of some or all the goods until you have paid all us charges and any other payments due under this or any other contract. These include any charges that we have 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.
- Any effects unclaimed for a period of over 6 months or any items held in storage for which the owner fails to pay for period over 3 months, The Movers will have all right to check the prevailing law and take ownership/ dispose the effects to recover the associated costs under legal guidance
- Storage and Handling
- Personal effects are stored in our premises in confidentiality arrangement with the owner of the goods  
All items stored will be based on space available with our warehouse management  
Air conditioned Storage is provided only when agreed for and charges paid for this additional service  
Owners of goods can visit the warehouse to access their effects and we request them to provide us a minimum of 1 working days advance notice  
Access will be allowed only to owner or their authorised representatives  
All/ Any information of the effects will be released only to the owner of the goods  
All storage related payments must be cleared on due dates and we will deliver/ release the effects only after we have all financials cleared  
All effects are stored under owners risk unless the effects have been stored through our storage agreements.
- J. Disputes
- All disputes will be subject to the jurisdiction of the appropriate Courts in OMAN.
- K. Route and method
- (a) We have the full right to choose the route for delivery. (b) Unless it has been specifically agreed in writing on our quotation, other space/ volume/ capacity on us vehicles and/ or the container may be utilized for consignments of other customers.
- L. Advice and information
- Advice and information in whatever form it may be given, is provided by the company for the customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

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