

# ORBIT MOVING & STORAGE CO LTD

## TERMS AND CONDITIONS

These conditions explain your rights, obligations, and responsibilities and those of Orbit Moving & Storage Co. Ltd, (hereinafter referred to as "OMSL") as your appointed contractor. A contract is a two-way arrangement and it is important that everyone knows where they stand.

### Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this agreement. Where we use the word 'you' or 'your' it means the customer; 'remover', 'contractor', 'we', 'us' or 'our' means "OMSL". These terms and conditions can only be changed, varied or amended subject to prior written agreement.

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### Amendments

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

### 1. Our Quotation

1.1 Our quotation, unless otherwise stated, is a fixed price; unless otherwise stated, this does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees or taxes payable to government bodies or agencies.

1.2 Our quotation is valid for 30 (Thirty) days from the date of issue. Unless already included in our quotation, reasonable additional charges will apply in the following circumstances:

1.2.1 If the work does not commence within 30 (thirty) days of acceptance;

1.2.2 Where we have given you a price including redelivery from store within our quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;

1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight or fuel charges beyond our control.

1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday at your request.

1.2.5 We have to collect or deliver goods at your request above the ground and upper first Floor.

1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.2.7 The entrance or exit to the premises, 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.

1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf.

1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

1.2.10 We agree in writing to increase our limit of liability set out in Clauses 8.1 and 8.2.3 prior to the work commencing.

1.3 You hereby agree to pay any reasonable additional charges arising from the above circumstances.

1.4 We reserve the right to amend our pricing if you do not take advantage of all the services quoted for your removal.

### 2. Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble furniture or unit or system furniture of any kind.

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move or store any items excluded under Clause 4.

2.1.6 Move storage heaters unless they are dismantled.

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

3.1 It will be your sole responsibility to:

3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as our liability is limited under Clauses 8.1, 8.2 and 8.4.

3.1.2 Obtain at your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed or these could be arranged by us at your request and cost.

3.1.3 Declare to us the value of the goods being removed and/or stored.

3.1.4 Be present or represented throughout the collection and delivery of the removal.

3.1.5 Where we provide you with inventories, receipts, waybills, job sheets or other relevant documents you will ensure that they are signed by you or your authorized representative as confirmation of collection or delivery of the goods.

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.10 Ensure that all domestic appliances, including but not limited to washing machines, dish washers, hose pipes are clean and dry and have no residual fluid left in them.

3.1.11 Provide us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.

3.1.12 Arrange appropriate transport, storage or disposal of goods listed in Clause 4.

3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

### 4. Goods not to be submitted for removal or storage

4.1 Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us.

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.

4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.]

4.1.4 We shall notify you in writing as soon as practicable if any of the goods are, in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods we will have no liability to you.

4.1.5 Perishable items and/ or plants and/or refrigerated or frozen food or drink and/ or those requiring a controlled environment.

4.1.6 Any animals and their cages including birds, fish, reptiles.

4.1.7 Goods which require special license or government permission for export or import.

4.1.8 Under no circumstances will prohibited or stolen goods or drugs be moved or stored by us.

4.2 In the event that we do remove such goods listed under 4.1.2 to 4.1.7, 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. In addition, we shall be entitled to dispose of (without notice) any such goods which are listed under 4.1.3 to 4.1.7.

## 5. Ownership of the goods

5.1 By entering into this agreement, you declare and guarantee that:

5.1.1 The goods to be removed and/or stored are your own property, or the goods are your property free of any legal charge; or

5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this agreement and you have made the owner fully aware of these terms and conditions prior to entering into this agreement and that they have agreed to them.

5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods, you will advise us of their name and address in writing immediately.

5.1.4 You will provide a full indemnity and pay us in respect of any claim for damages and/or costs brought against us if either statement made in Clauses 5.1.1 or 5.1.2 is untrue.

5.1.5 If you wish to transfer responsibility of this agreement to a third party, you will advise us in writing giving us their full name and address. We will then issue a new agreement to them. Our agreement with you will remain in force until we have received a signed agreement from the third party.

## 6. Charges if you postpone or cancel the removal

6.1 If you postpone or cancel this agreement, we reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at Clauses 6.1.1 – 6.1.3. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

6.1.1 More than 14 working days before the removal was due to start: no charge.

6.1.2 Less than 14 working days, but more than 8 days, before the removal was due to start: 30% of the removal charge.

6.1.3 Less than 8 working days before the removal was due to start: 60% of the removal charge.

## 7. Payment

7.1 Unless otherwise agreed by us in writing, payment is required in full by cleared funds prior to Departure or prior to Delivery of the shipment and you may not withhold any part of the agreed price.

7.2 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 8% per annum from the date any amount falls due until full and final repayment.

## 8. Our liability for loss or damage

8.1 Our liability is as per EU general conditions for International furniture removals.

8.2.1 In the event of our losing or damaging goods, if we are proven liable, we

will pay you up to a maximum sum, i) for total loss shall not exceed 133,33 special drawing rights (SDR = Currency of the common market) per cubic meter, ii) for partial loss or damage shall not exceed,  $(A) \times (133,33 \text{ SDR}) \times (V) / (B)$ , where (A) is the value of the missing articles or the loss of value of the articles damaged, (B) the total value of all the articles to be removed, which is equivalent to the total declared value, if a total value has been declared, or, if not, to the total value of the articles at the place of destination, and (V) the volume in cubic meters of the removal consignment.  
OR

8.2.2 We may choose to repair or replace the damaged item. If an item is repaired, we are not liable for depreciation in value.

8.2.3 Always subject to receiving your itemized valued 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 an insurance on the goods and you are strongly advised to show this contract to your insurance company.

8.3 For the purposes of this Agreement an item is defined as:

8.3.1 Any article, suite, pair, set, complete case, carton, package or other container

8.3.2 The entire contents of a box, parcel, package, carton, or similar container; and

8.3.3 Any other object or thing that is moved, handled or stored by us

8.4 Other than by reason of our proven 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:

8.4.1 By fire howsoever caused; it is your responsibility to insure your goods

8.4.2 By war, invasion, acts of foreign enemies, hostilities (whether it was declared or not), civil war, terrorism, rebellion and/ or military coup, Act of God, **adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion**, 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

8.4.3 By moth or vermin or similar infestation

8.4.4 By cleaning, repairing or restoring unless we did the work

8.4.5 To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed or unpacked by us

8.4.6 For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact

8.4.7 To jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or particulars with value, and we have confirmed in writing that we accept responsibility as in Clauses 8.2.1 or 8.2.3 above 8.4.9 To any goods which have a relevant proven defect or are inherently defective

8.4.10 To animals and their cages or tanks including pets, birds or fish

8.4.11 To plants

8.4.12 To refrigerated or frozen food or drink

8.4.13 For items referred to in Clause 4

8.4.14 Other than by reason of our proven negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage or failure to produce the goods.

8.5 No employee of the contractor named on the front of this contract shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

8.6 Where goods are handed out from store or premises, our liability will cease upon handing over the goods to you or your authorized representative (see Clause 11.1 below).

8.7 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

(a) there is no breach of this agreement by us or by any of our employees or agents

(b) such loss or damage is not a reasonably foreseeable result of any such breach.

## 9. Extra conditions that apply to removals to/from a foreign country outside the Republic of Cyprus

9.1 For goods destined to or receive from a place, outside the Republic of Cyprus, the following shall apply:

9.1.1 We will accept liability only for loss or damage to goods when they are in our actual possession, and if it is proven that we were liable. In such circumstances, we will accept liability as in Clause 8.2.1 and 8.2.3 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 Clause 8.4 above.

9.1.2 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 that carrier.

9.1.3 If the carrying vessel and/ or conveyance, should, for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the 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 and/ or conveyance and cargo) and salvage charges or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine and/ or transit insurance cover.

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

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

10.1 Because third party contractors or others are frequently present at the time of collection or delivery, it is not always possible to establish who was responsible for loss or damage, therefore our liability is limited as follows:

10.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our proven negligence or breach of contract, our liability shall be limited to making good the damaged area only.

10.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, we shall not be liable.

10.1.3 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 as soon as the damage occurs or is discovered or in any event within 24 Hours. This is fundamental to the agreement.

#### 11. Time limit for claims

11.1 If you or your authorized representative collect the goods, we must be notified in writing of any loss or damage within 24 Hours.

11.2 For goods which we deliver, you must give us detailed notice in writing of any visible loss and damage at the time of delivery.

11.3 Notwithstanding Clause 8, we will not be liable for any loss of 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.

11.4 The time limits referred to in Clauses 11.1, 11.2 and 11.3 above shall be fundamental to the agreement.

11.5 Upon your written request we may, at our discretion agree to extend your time for compliance with Clause 11.3, provided that your request is received within seven (7) days of delivery; consent to such a request will not be unreasonably withheld.

#### 12. Delays in transit

12.1 Other than by reason of our proven negligence or breach of contract, we will not be liable for delays in transit.

12.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

#### 13. Our Right to Hold the Goods (lien) and our right to subsequently pledge the Goods

"Lien" is the legal right of the remover, that the customer hereby duly accepts, to hold goods until the customer has paid all outstanding charges, thus the legal relationship which is being created between the remover and the customer, is that of bailment; whereby the remover being the Bailee and the customer being the

In case the type of Goods is that of vehicles or other goods accompanied by a title deed, then these shall be kept again in Lien until OMSL is paid the outstanding fees.

#### 14. Our right to sub-contract the work

14.1 We reserve the right to sub-contract some or all of the work.

14.2 If we sub-contract, then these conditions will still apply.

#### 16. Route and method

16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.

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

#### 17. Advice and information for National and International Removals

17.1 Advice and information for national removals, in whatever form it may be given, is provided by the company for the customer only. Any verbal advice given without special arrangement is provided gratuitously and without incurring any contractual liability.

17.2 We will use our reasonable endeavors to provide you with up to date information in order to assist you with the import/ export of your goods in case of international removals. Information on such matters, as national or regional laws and regulations which are subject to change and interpretation at any time, is provided in good faith and is based upon existing known circumstances. However, whilst the company makes every reasonable effort to provide accurate information, it cannot be held responsible unless gross negligence on our part can be proven.

#### 18. Applicable law

Any dispute between us will be governed by the exclusive law and jurisdiction of the Courts of the Republic of Cyprus and each party to the contract shall be bound by the said sole and exclusive jurisdiction of the Courts of the Republic of Cyprus.

#### 19. Your forwarding address

19.1 If you instruct us to store your goods, you must provide a correct and up to date address and telephone number and notify us if it changes. All correspondence and notices will be considered to have been received by you seven (7) days after posting it to your last address recorded by us.

19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed and any such notice will be considered to have been received by you, seven (7) days after the publication date of the newspaper.

#### 20. List of goods (inventory) or receipt:

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate, unless you write to us within seven (7) days of the date of our sending, notifying us of any errors or omissions.

#### 21. Revision of storage charges:

We review our storage charges periodically. You will be given 28 days' notice in writing of any increases.

#### 22. Hand-out charges:

If you make your own arrangements to collect the goods from our warehouse, we are entitled to make a charge for handing them over. Please contact us for prices. Our liability will cease upon handing over the goods.

#### 23. Pledge formation and our right to Sell or dispose of the Goods

If payment of our charges relating to your goods, including any motor vehicles or goods with a title deed, is in arrears, and on giving you 28 days' notice, we are entitled to require you to remove your goods from our custody and pay all money due to us including the interest as per Clause 7.2 above and all the storage charges and any other costs reasonably incurred by our withholding of your goods and applying our right of lien. If 28 days pass, then you accept and acknowledge that immediately a pledge shall be formed under the terms and conditions of this agreement. (See also Clause 13). If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

#### 24. Termination:

If payments are up to date, we will not end this contract except by giving you 3 (three) months notice in writing. If you wish to terminate your storage contract, you must give us at least 14 working days' notice (working days are defined in Clause 6 above). If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable up to the date when the notices should have taken effect.