TRANSPACK
MOVING SERVICES

ENGLISH

General Terms and Conditions

2026

Transpack Shipping Services B.V.

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TRANSPACK SHIPPING SERVICES B.V.

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01 Definitions

1.1 **Transpack:** Transpack Shipping Services B.V.

1.2 **Client:** the natural person or legal entity entering into an Agreement with Transpack.

1.3 **Recipient:** the person authorised by the Client to receive the Goods, including the Client's designated representative.

1.4 **Agreement:** the agreement between Transpack and the Client, comprising the accepted quotation, booking confirmation, any expressly agreed written amendments and these General Terms and Conditions.

1.5 **Services:** the services expressly agreed in writing, including packing, dismantling, moving, transport, consolidation, storage, delivery, unpacking, basic reassembly and customs assistance, as applicable.

1.6 **Goods:** all items entrusted to Transpack in connection with the Services.

1.7 **Groupage:** transport in which the Goods are consolidated with other shipments and share transport capacity, containers, vehicles, routes or handling arrangements.

1.8 **Additional Charges:** amounts payable in addition to the quoted price in accordance with Article 10.

1.9 **Written:** in writing, including by email or through an electronic system used by Transpack.

02 Applicability and contractual priority

2.1 These General Terms and Conditions apply to all quotations, Agreements and Services provided by Transpack. They shall be made available to the Client before or when the Agreement is concluded.

2.2 Any purchasing or other general conditions of the Client are expressly excluded unless accepted by Transpack in writing.

2.3 Any departure from these General Terms and Conditions is valid only if expressly agreed by Transpack in writing. In the event of inconsistency, the specifically agreed written provision shall prevail.

2.4 Applicable mandatory legislation and international conventions take precedence. Nothing in these General Terms and Conditions excludes or restricts any right, obligation or liability that cannot lawfully be excluded or restricted.

2.5 The version provided when the Agreement is concluded applies to that Agreement. Subsequent amendments do not automatically apply to existing Agreements.

03 Quotations and formation of the Agreement

3.1 Unless otherwise stated, quotations remain valid for 30 calendar days. Bookings remain subject to available capacity and Transpack's written confirmation.

3.2 Quotations are based on the information available at the time, including the declared volume, weight, inventory, collection and delivery addresses, access conditions, service requirements and anticipated third-party charges.

3.3 The Agreement is concluded when Transpack confirms the booking in writing or commences the requested Services following the Client's acceptance.

3.4 The quoted price includes only the Services expressly specified. Insurance is not included unless separately and expressly identified.

3.5 Business quotations exclude VAT and other applicable taxes unless stated otherwise. Consumer quotations shall include applicable taxes and unavoidable charges as required by law. Where a charge cannot reasonably be calculated in advance, its nature and calculation basis shall be disclosed.

3.6 Changes to the shipment, instructions, access conditions or agreed scope may result in a price adjustment in accordance with Article 10.

04 Client obligations

4.1 The Client shall provide complete, accurate and timely information, instructions and documentation and promptly notify Transpack of any change affecting the Services.

4.2 The Client warrants that it owns the Goods or has the owner's authority to enter into the Agreement and issue instructions concerning them.

4.3 Unless expressly included in the Services, the Client shall arrange lawful, safe and suitable access at collection and delivery, including building permissions, lift reservations and parking arrangements.

4.4 The Client shall disclose all relevant access restrictions, including stairs, carrying distances, vehicle restrictions, limited loading facilities and requirements for lifting equipment or specialist handling.

4.5 The Client or an authorised representative shall attend collection and delivery, provide necessary instructions, check the inventory and sign the relevant documentation.

4.6 Where an employer, agent or other third party is expected to make payment, the Client remains responsible for payment unless Transpack has expressly accepted that third party as the sole contracting debtor. If the contracting booking agent becomes insolvent, acceptance of the booking does not oblige Transpack to perform unpaid Services; subject to mandatory law, Transpack may suspend performance pending advance payment or adequate payment security.

05 Goods and preparation

5.1 Before collection, the Client shall disclose all high-value, fragile, unusual, restricted or potentially dangerous Goods and any special handling requirements.

5.2 Unless expressly accepted in writing and lawfully transportable, the Goods must not include hazardous substances, illegal items, weapons, ammunition, perishables, living organisms or items prohibited by a carrier or competent authority.

5.3 Cash, negotiable instruments, jewellery, precious metals, essential personal documents and irreplaceable personal items must remain in the Client's personal custody unless expressly agreed otherwise.

5.4 Goods packed by the Client must be suitably packed for the agreed transport, storage and handling. Transpack is not required to open sealed packages or verify their contents or the adequacy of internal packing.

5.5 The Client shall prepare appliances, machinery and furniture for transport, including draining, cleaning, securing moving parts and arranging specialist disconnection where necessary, unless expressly included in the Services.

5.6 Transpack may refuse Goods that cannot be handled safely or lawfully. Necessary measures relating to undeclared dangerous or prohibited Goods may be taken at the Client's expense, subject to applicable law.

06 Performance and subcontractors

6.1 Transpack shall perform the agreed Services with reasonable professional skill and care.

6.2 Transpack may engage carriers, agents, warehouse operators, customs brokers and other subcontractors to perform all or part of the Services and shall exercise reasonable care in their selection.

6.3 Subject to the agreed scope and applicable law, Transpack shall determine the operational arrangements reasonably required to perform the Services.

6.4 Specialist installation, electrical or plumbing work, structural alterations, drilling and complex furniture assembly are excluded unless expressly agreed in writing.

6.5 Transpack does not guarantee decisions, approvals or processing times of customs authorities or other independent organisations.

6.6 The engagement of subcontractors does not exclude any responsibility imposed on Transpack by mandatory law.

07 Groupage and operational planning

7.1 Unless dedicated transport is expressly confirmed in writing, the Services may be performed on a Groupage basis.

7.2 Groupage requires flexibility in consolidation, dispatch and delivery. Transpack shall plan these activities according to its reasonable professional judgment, taking account of shipment compatibility, available capacity, safety, routing, efficiency and destination arrangements.

7.3 The Goods may await suitable consolidation and may be transferred between vehicles, containers, warehouses, terminals and transport connections where reasonably required.

7.4 A Groupage booking does not reserve a dedicated vehicle, container, departure or delivery date.

7.5 Transpack may reasonably amend routes, transport connections, consolidation arrangements and estimated schedules without obtaining separate approval for each operational change. Material changes to the agreed scope remain subject to the Agreement and applicable law.

7.6 Transpack shall exercise its planning discretion reasonably and shall not postpone performance indefinitely.

7.7 Any requirement for dedicated transport, a fixed departure or a binding delivery deadline must be disclosed before booking. Such a requirement is binding only if expressly accepted by Transpack in writing, together with any additional price and conditions.

08 Scheduling and delays

8.1 All collection, departure, arrival, transit and delivery dates or periods are estimates unless expressly confirmed by Transpack in writing as binding. A requested date or operational appointment does not, by itself, constitute a guaranteed completion deadline.

8.2 Estimated schedules may change because of Groupage consolidation, capacity availability, carrier schedules, transshipment, port congestion, customs procedures, inspections, weather, labour disruption, access restrictions or other operational circumstances.

8.3 A departure from an estimated schedule does not, by itself, constitute a breach of the Agreement or entitle the Client to compensation, cancellation or a price reduction.

8.4 To the extent permitted by law, Transpack shall not be liable for delay arising from reasonable Groupage planning or circumstances beyond its reasonable control.

8.5 To the extent permitted by law, Transpack excludes liability for accommodation, travel, replacement purchases, rental costs, loss of use, loss of income and other expenditure or loss resulting from changes to estimated schedules.

8.6 The Client shall allow appropriate flexibility when arranging travel, accommodation, property handovers or other commitments dependent on delivery.

8.7 Transpack shall notify the Client of material schedule changes within a reasonable time after becoming aware of them.

8.8 This Article does not exclude any mandatory obligation concerning timely performance or any binding deadline expressly accepted under Article 7.7.

09 Customs and regulatory requirements

9.1 Unless expressly agreed otherwise, the Client remains responsible for providing accurate and complete customs information, inventories, permits, certificates and supporting documents.

9.2 The Client is responsible for establishing eligibility for customs exemptions or relief. Transpack does not guarantee their acceptance.

9.3 Customs and other competent authorities may inspect, open, unload, retain, reject or seize the Goods. Transpack does not guarantee clearance outcomes or processing times.

9.4 Duties, taxes, inspection charges and other necessary regulatory costs are payable by the Client in accordance with Article 10, except to the extent resulting from a breach for which Transpack is legally responsible.

9.5 Transpack may suspend the affected Services pending receipt of required documentation, approval or lawful clearance.

10 Additional Charges and price adjustments

10.1 Transpack may charge reasonable additional amounts where:

a. the actual volume, weight, inventory or required Services differ from the basis of the quotation;
b. information supplied by the Client is incomplete or inaccurate;
c. the Client requests changes or additional Services;
d. collection or delivery conditions differ from those disclosed;
e. necessary third-party or authority charges arise that were expressly excluded or could not reasonably be calculated when quoting; or
f. an objectively defined price adjustment expressly provided for in the Agreement becomes applicable.

10.2 Additional Charges may include:

a. parking permits, parking suspensions, road permits and access permissions;
b. terminal handling, port, security, documentation and release charges;
c. customs examinations, scanning, quarantine, inspections, unloading, reloading and resealing;
d. customs duties, taxes and governmental levies;
e. demurrage, detention, container rental and port or terminal storage;
f. warehouse storage and additional handling;
g. waiting time, unsuccessful collection or delivery, and redelivery;

h. shuttle vehicles, restricted-access delivery, long carrying distances, stairs, lifts, cranes, specialist equipment and handling of heavy or bulky items, including individual inventory items weighing 25 kg or more;

i. additional packing, crating, dismantling or assembly outside the agreed scope; and

j. necessary rerouting or protective measures required by authorities or circumstances beyond Transpack's reasonable control.

10.3 Costs already included in the quoted price shall not be charged again.

10.4 Additional Charges shall be calculated using agreed rates, disclosed calculation methods or reasonable actual costs. Any administration or handling fee shall be disclosed and agreed where required.

10.5 Transpack shall inform the Client of the reason for and anticipated amount of Additional Charges as soon as reasonably practicable. Prior approval shall be obtained where reasonably practicable and legally required.

10.6 Where immediate action is reasonably necessary to protect the Goods, comply with an authority's instruction or avoid greater expense, Transpack may take proportionate measures without awaiting further instructions, to the extent permitted by law.

10.7 For consumers, foreseeable unavoidable charges shall be included in the price or disclosed before contracting as required by law. Optional additional Services require express agreement. This Article does not authorise charges prohibited by mandatory consumer law.

10.8 Costs shall not be passed on to the extent they arise from a breach for which Transpack is legally responsible.

11 Invoicing and payment

11.1 **Unless expressly agreed otherwise in writing, the quoted price and all standard invoices must be paid in full, in cleared funds, before the Services commence.**

11.2 Transpack is not obliged to commence packing, collection, transport, storage or any other Service until the payment required under Article 11.1 has been received.

11.3 Where alternative payment arrangements are expressly agreed in writing, the agreed payment terms shall apply to the amounts covered by those arrangements.

11.4 **Unless expressly agreed otherwise in writing, Additional Charges must be paid in full, in cleared funds, before delivery or release of the Goods, or within 14 calendar days of the invoice date, whichever occurs first.**

11.5 Where Additional Charges become known shortly before delivery, Transpack may require payment before release of the Goods. The Client shall receive the invoice and a reasonable practical opportunity to arrange payment.

11.6 Additional Charges first identified or invoiced after delivery remain payable within 14 calendar days of the invoice date.

11.7 Transpack is not obliged to advance customs duties, taxes or third-party charges from its own funds and may require advance payment of those amounts.

11.8 Business Clients shall pay without deduction, set-off or suspension unless expressly agreed otherwise. Consumers retain any mandatory rights to withhold or set off payment.

11.9 Overdue amounts may attract the applicable statutory interest and reasonable recovery costs, subject to statutory notice requirements and mandatory consumer protections.

12 Suspension, security and retention

12.1 Subject to applicable law, Transpack may suspend the Services or retain Goods in its possession where amounts due in connection with those Services remain unpaid.

12.2 Transpack may require reasonable financial security where objective circumstances give reasonable grounds to doubt the Client's ability to meet its payment obligations.

12.3 Where reasonably practicable, Transpack shall notify the Client of the grounds for suspension or retention and the steps required to resume performance or obtain release.

12.4 Reasonable storage, handling, rescheduling and redelivery costs resulting from the Client's payment default may be charged in accordance with Article 10.

12.5 Any retention, enforcement, sale or disposal of Goods shall comply with applicable law. This Article does not confer an unrestricted right to sell or dispose of the Client's property.

13 Delivery and inventory checks

13.1 The Client shall ensure that the delivery address is accessible and that the Client or an authorised representative is present.

13.2 **At delivery, the Client or representative must check the packages and inventory numbers against the packing list. Every missing package or inventory item must be specifically recorded on the packing list and delivery receipt before those documents are signed and before the delivery crew leaves.**

13.3 Each reservation must identify the relevant package or inventory number and describe the discrepancy. A general statement such as "unchecked" or "subject to inspection" does not adequately identify a missing package.

13.4 Visible damage, broken seals and apparent tampering must also be recorded. The Client should retain copies of the delivery documentation and take photographs where practicable.

13.5 The Client shall ask the delivery crew to acknowledge any reservations. If acknowledgment is refused, the Client shall record that refusal and notify Transpack in writing without delay.

13.6 Missing contents that could not reasonably be identified without unpacking must be reported promptly after discovery in accordance with Article 14.

13.7 An unqualified delivery receipt may constitute evidence of receipt to the extent permitted by law. It does not automatically extinguish a valid claim or alter a mandatory statutory burden of proof.

13.8 If delivery cannot be completed because the Client is unavailable, access is unsuitable or required payment remains outstanding, Transpack may arrange reasonable storage and subsequent delivery at the Client's expense, subject to applicable law.

14 Goods insurance, liability and claims

14.1 Goods insurance is optional and is not included in the price of the Services unless separately and expressly stated.

14.2 During the quotation process, Transpack shall provide information about the option to obtain separate goods insurance through an independent insurance intermediary or insurer. Any insurance is a separate agreement with that provider. Transpack is not the insurer and does not itself provide insurance cover.

14.3 Insurance takes effect only in accordance with the provider's acceptance, commencement requirements, declarations and payment conditions. Requesting information or receiving an insurance quotation does not establish cover.

14.4 The Client is responsible for selecting suitable cover and providing accurate insured values, inventories and other required disclosures.

14.5 Coverage, exclusions, deductibles, notification requirements and settlement are governed by the insurance contract. Insurance claims must be submitted to the designated intermediary or insurer. Transpack does not guarantee that a particular loss is insured or that a claim will be accepted.

14.6 **If the Client declines or fails to obtain goods insurance, the Client bears the uninsured risk of loss of, damage to or missing Goods. To the extent permitted by applicable law, Transpack shall not be liable for such uninsured loss or damage. This provision does not exclude any liability that cannot lawfully be excluded.**

14.7 Transpack does not provide an all-risks guarantee or undertake to compensate the Client on a replacement-value basis. Where applicable law permits contractual exclusion, Transpack excludes liability for loss of, damage to or missing Goods. Where liability cannot lawfully be excluded, it shall be determined under the applicable statutory or convention regime, including its defences, valuation rules and liability limits, irrespective of whether the Client has obtained insurance.

14.8 Subject to the applicable liability regime, Transpack shall not be responsible to the extent loss or damage results from:

a. pre-existing damage, inherent defect, deterioration or the nature of the Goods;
b. inadequate packing or preparation undertaken by the Client;
c. handling, dismantling or assembly undertaken by the Client or persons for whom Transpack is not legally responsible;
d. inaccurate instructions or failure to disclose special requirements; or
e. actions of competent authorities or other circumstances for which Transpack is not legally responsible.

14.9 To the extent permitted by law, Transpack excludes liability for indirect or consequential loss, loss of profit, revenue, business opportunity, anticipated savings, reputation or use.

14.10 For Services not subject to a mandatory transport, moving or storage liability regime, Transpack's aggregate liability arising from one event or a series of connected events shall, to the extent legally permissible, not exceed the net service fee paid or payable for the specific Service giving rise to the claim. Taxes, insurance premiums, duties and third-party disbursements are excluded from that fee.

14.11 No exclusion or limitation applies where prohibited by law, including in cases of intent or conscious recklessness where liability cannot lawfully be limited.

14.12 Insurance payments and liability compensation shall be coordinated to prevent double recovery. Nothing in these General Terms and Conditions restricts statutory subrogation rights.

14.13 Missing packages and visible damage must be recorded at delivery in accordance with Article 13 and notified to Transpack in writing without delay. Concealed damage or missing contents must be notified promptly after discovery and, where reasonably possible, within 10 calendar days of delivery.

14.14 The notification shall identify the shipment, affected inventory items, nature of the alleged loss and supporting evidence, including photographs where relevant. The Client shall take reasonable steps to prevent further loss and preserve affected Goods, packaging and evidence. Except for urgent protective measures, the Client shall allow a reasonable opportunity for inspection before repair or disposal.

14.15 Insurance notification requirements apply separately. Notification to Transpack does not replace notification to the insurer or insurance intermediary. Transpack may investigate a complaint or assist with an insurance claim without admitting liability.

14.16 Failure to comply with these procedures may affect assessment or recovery to the extent permitted by law and having regard to any resulting prejudice. Mandatory notification requirements, limitation periods and consumer rights remain unaffected.

14.17 Claims against Transpack are subject to applicable statutory or convention limitation periods. For business claims outside such a regime, a contractual limitation period of 12 months after completion of the relevant Service applies to the extent legally permissible.

15 Storage

15.1 Storage is included only for the period and on the basis expressly specified in the Agreement.

15.2 Storage and necessary handling charges continue until the Goods are released or delivered, subject to agreed rates and applicable law.

15.3 The Client shall maintain current contact details and provide timely instructions concerning release and delivery.

15.4 Transpack may transfer the Goods to a suitable alternative storage facility where reasonably necessary and shall exercise reasonable care in doing so.

15.5 Transport insurance does not automatically cover every storage period. The Client shall verify the duration and scope of any storage cover with the insurance provider.

16 Changes, postponement and cancellation

16.1 Requests to change dates, addresses, shipment quantities or Services are subject to operational feasibility and Transpack's written confirmation.

16.2 Subject to applicable law, the Client may be charged for Services already performed, reasonable committed third-party costs and demonstrable costs arising from a requested change, postponement or cancellation, after deduction of costs saved.

16.3 A change to an indicative schedule arising from reasonable Groupage planning does not, by itself, constitute cancellation by Transpack.

16.4 Mandatory consumer withdrawal, cancellation and termination rights remain unaffected.

17 Force majeure

17.1 Force majeure means circumstances beyond Transpack's reasonable control that prevent or materially obstruct performance, including war, terrorism, civil unrest, natural disasters, exceptional weather, epidemics, government restrictions, sanctions, port closures and major transport disruption.

17.2 A subcontractor's failure constitutes force majeure only where the underlying circumstances qualify under applicable law. Ordinary operational difficulties do not automatically constitute force majeure.

17.3 Affected obligations may be suspended for the period reasonably required. Transpack shall take reasonable measures to limit the consequences and inform the Client of material effects on performance.

17.4 Necessary Additional Charges may be charged only in accordance with Article 10.

17.5 If performance becomes permanently impossible or suspension continues beyond a reasonable period, either party may exercise its applicable termination rights. Settlement shall reflect the Services performed, legally recoverable commitments, costs saved and applicable law.

18 Compliance and indemnity

18.1 The Client shall comply with applicable customs, sanctions, export control, anti-bribery and other relevant legislation and provide information reasonably required for compliance checks.

18.2 Transpack may refuse, suspend or terminate affected Services where performance would be unlawful or required compliance information is not provided.

18.3 To the extent attributable to the Client and recoverable by law, the Client shall reimburse reasonable losses, third-party claims and costs arising from its breach of the Agreement, unlawful instructions or inaccurate declarations.

18.4 The Client is not required to indemnify Transpack for loss attributable to Transpack's own breach or legal responsibility. Any allocation of fines remains subject to applicable law.

19 Communications, privacy and intellectual property

19.1 Transpack may rely on instructions reasonably believed to originate from the Client or its authorised representative. Unusual instructions and changes to payment details may require additional verification.

19.2 Personal data shall be processed in accordance with applicable data protection legislation and the applicable privacy notice.

19.3 Relevant personal data may be shared with agents, carriers, authorities, warehouse operators and insurance providers where lawfully necessary for the Services. International transfers shall comply with applicable legal requirements and safeguards.

19.4 Transpack's proprietary templates, systems, methods and materials remain its intellectual property. Materials supplied to the Client may be used for the purposes of the agreed Services but may not be commercially reproduced or exploited without prior written permission.

20 Governing law and final provisions

20.1 The Agreement is governed by Dutch law, subject to applicable mandatory international conventions and any consumer protection that cannot lawfully be displaced by a choice of law.

20.2 Disputes shall be submitted to the competent courts of The Hague, the Netherlands, unless mandatory jurisdiction rules provide otherwise. Consumers retain any mandatory right to bring proceedings before another competent court.

20.3 If a provision is invalid or unenforceable, the remaining provisions shall continue to apply insofar as legally possible. Any replacement provision must comply with applicable law and respect mandatory consumer protection.

20.4 Provisions concerning payment, liability, claims, intellectual property and dispute resolution survive completion or termination of the Agreement where their nature requires.

20.5 These conditions may be referred to as the **Transpack Shipping Services General Terms and Conditions 2026**.