

Terms and Conditions of Carriage Grupo AMYGO

Introduction

A. These terms and conditions (the "Terms") set out the basis on which activities and operational management removals (hereinafter "AMYGO") transport personal belongings, vehicles, packages, documents and envelopes.
 B. The sender's contract will be done with ACTM IDADES DE MUDANZAS Y GESTIONES OPERATIVAS, SA C.T.M. Edificio Avinsa Local 4-5-6, Ctra Villaverde Vallecas Km 3.5, 28053 Madrid.
 C. If air involves an ultimate destination or stop in a country other than starting, could be governed by the Warsaw Convention. The Warsaw Convention governs and in most cases limits the liability of carriers in regard to loss, damage or delay of cargo. (For purposes of these terms, the term "Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw Poland on October 12, 1929, or (ii) that Convention as amended or supplemented by any protocol or supplementary agreement or (iii) the 1999 Montreal Convention, where applicable). International land transport may be governed, unless a clause in the contract to the contrary, as provided in the Convention on Contracts for the International Carriage of Goods by Road signed at Geneva on May 19, 1956 (hereinafter "CMR").
 D. Shipments may be made with stops at intermediate points AMYGO will consider appropriate. AMYGO may have subcontractors to perform services and contracts both on its behalf and on behalf of its employees, agents and subcontractors, who will benefit from the agreement in these terms.
 The sender is responsible for the accuracy and veracity of the data included in the inventory and documentation of the freight-moving.

CHAPTER I. - GENERAL RULES

Article 1.- Scope moving service was conducted in accordance with the general and specific provisions contained in this agreement that will determine the particular rights and obligations of the parties supporting it.
Article 2.- Information to be supplied by the customer. The move was made according to data supplied by the client with sufficient time to allow the normal organization of work to be done. These data are:
 • The nature, number and importance of objects to load.
 • Designation of places of loading and unloading, and the conditions and the study of access to premises for staff and vehicles (parking, walkways, stairs, elevators and other ongoing work in the respective premises, buildings or homes).
 • Definition of objects whose transport is subject to special regulation (alcohol, weapons, artwork, etc.). Any administrative procedures shall be borne by the customer not being obliged the company to verify the correctness of the documents provided.
Article 3.- Declaration of value and insurance. It includes liability insurance in the amount of 300,000 €. The customer may take out insurance to broad conditions ("all risk") handling, loading and unloading for these purposes, the customer must provide a statement of total value of household effects and a detailed statement of objects that may have a particular value, which should clearly identify the goods of artistic, historical or collectors and those whose unit value exceeds the amount of 500 €.
 The cost of that insurance policy is set according to the following committees:
 In case of a company's potential liability for damage, loss or damage to property produced under this contract for compensation shall be determined on the basis of the value declared by the customer for such goods. In the absence of this statement, the company's responsibility is limited to the amount provided for in Article 76 of Law 15/2009 of Contract of Carriage of Goods by Land.
 Only packed goods by AMYGO will be covered by the insurance, jewelry, live plants, or objects of special value as works of art, furs, etc., without prior consultation and approval. In case of accident or breakdown, has to be notified within 72 hours of delivery.
 If the claimant (or any person who derives his right to claim) has caused or contributed to any loss or damage, any liability AMYGO may have about the same, may be reduced or canceled in accordance with the law is applied such negligence.
Article 4.- Cancellation of the contract. The cancellation of the contract or postponement of service requested by the customer or for the convenience of the company will result in compensation to the aggrieved party. Such compensation is fixed at one third the amount of moving, if the defendant is notified more than three days and less than 15 days before the date fixed or half, if the period is lower.

CHAPTER II. - NATURE OF SERVICE

Article 5.- The removal service is defined as collection, transportation and delivery of furniture and home furnishings. The contracted services shall comply with the category of service agreed with the client and specified in the header of this contract and is determined by the following types:

Service Type	Service Type	Description
Road	Part Load	Customer will select the dates according to AMYGO trucks for delivery and pickup
	Semi Dedicated	Customer will select pickup date, delivery date according to AMYGO trucks.
	Dedicated	Customer will select pickup and delivery dates.
Sea	To Residence	Service including packing and unpacking. Delivery considering normal conditions
	Hasta Puerto	Grupo AMYGO provide the service up to the port of destination, customer does the rest.

Placing of the furniture is made only once following the client instructions. Additional movements or delays not applicable to the removal company has to be paid by the customer, who will cover the expenses incurred. Not included, unless expressly agreed, assembly of furniture that have not been removed at origin by AMYGO Group.
 Excluding the placement of paintings, rails, curtains and in general all that is necessary to do work or holes in walls or floors, also excluding third party work as electricians, plumbers, etc.
 The moving service does not include the transport of corrosive acids, flammable or explosive materials, unless otherwise agreed, cash money, jewellery, precious stones, bearer securities, silver items, artworks, antiques or collectibles, etc. ...
 The moving service does not include, unless a special agreement, the transport and handling of safes, pianos, player pianos and objects of great volume or weight.
 The transfer is done in special studded vehicles, if the client wishes to do the packaging; it will be performed by skilled operators and experienced in this type of service, properly uniformed for identification. The packaging of the company shall bear the seal or marking of it.
 AMYGO can deliver appliances and furniture to the consignee or any person appearing to be authorized to accept service on behalf of the recipient, such as family members living in the same residence.

Actividades de Mudanzas Y Gestiones Operativas, S.A. Inscrita en Registro Mercantil de Madrid, Tomo 12.971, Libro 0, Folio 78, Sección 8, Hoja M-209.057, inscripción 3ª. C.I.F.: A-81970568

CHAPTER III . - PRICE AND PAYMENT

Article 6 - The price agreed in the contract can not be modified except in unforeseen circumstances beyond the control of the company. The amount will be set before execution of the service, prior proposal accepted by the customer.

Article 7 - The Company may require payment of all of the service before starting it. Any remaining amount shall be paid upon arrival to discharge home, this does not imply conformity of the client, who can put the necessary reserves in the document to that effect.

CHAPTER IV . - IMPLEMENTATION ARRANGEMENTS

Article 8 - Subcontracting. The company has the ability to trust, under its responsibility, the total or partial service to another company, partnership arrangements between carriers in accordance with the law

Article 9 - The moving service does not include the obligation to follow a predetermined path in achieving that.

Article 10 - The finding of failure must be made mandatory in the presence of employees of the Company and in the act of the delivery of furniture and effects, when they presented external signs of injury. Otherwise, the customer must make the claim within 72 hours of receipt of goods (Article 366 of the Commercial Code).

Article 11 - For the purposes of this contract will be considered for loading and / or unloading of vehicles, they can be placed at the door of both residences or up to a distance of 20 meters on foot but if for any reason (narrowing of the street or streets, limited parking and forbidden, and so on.) is not got the above positioning of the vehicle and this will entail an increase in labor or the use of additional means of transport (trucks or elements even lighter), the costs resulting from these additional services would be borne by the customer.

CHAPTER V - CORPORATE RESPONSIBILITY

Article 12 - Responsibility. The furniture and other effects moving service object is transported to the risk of the customer. In consequence will it account for all damages and impairments that may occur during carriage by accident, force majeure, inherent vice or nature of things, in accordance with the provisions of Articles 361 and 362 of the Code Trade

Article 13 - Exclusions. The carrier is not liable for damages, delays or losses occurring by force majeure, including fire, lightning, floods, etc., for political or social causes, such as sabotage, strikes, riots, armed forces or military measures, including peacetime, war, etc, deterioration of the furniture up or down from balconies or stairs difficult, those caused by the narrowness of the corridors and doors or furniture, prior to the service, they are glued or restored, the damage produced by spills, or acid substances in containers, spontaneous combustion, influence of temperature, fermentation, etc., broken colored marbles, windows and mirrors without frames, those due to nature or vice of things or any other similar reason.

Article 14 - Compensation for damage. Out of the cases mentioned in the preceding paragraphs, the carrier is liable for damage and damage due to fraud, fault or negligence on their part, in terms of articles 1101 and related provisions of the Civil Code in relation to Articles 363 and 363 of the Code of Commerce, with the limit specified in Article 3 of these "General Conditions", in the case of missing the declaration of value to which it relates.

In case of breaks in glassware or china, only be restored or compensated at the discretion of the company, the broken pieces.

Article 15 - The delays that may occur in the service will be entitled to complaints by the customer and can not be provided term rather than an indication.

Article 17 - For all aspects relating to the implementation and execution of this agreement, the parties expressly submit to the courts of Madrid, waiving their own jurisdiction.

CHAPTER VII . - DATA PROTECTION

Article 19 - In accordance with the provisions of Law 15/1999 on Protection of Personal Data, we inform you that your personal data will be included in an automated file under the responsibility AMYGO SA and operational management, with order to meet the commitments arising from the relationship we have with you. Also, please note that you can exercise your rights of access, cancellation, rectification and opposition by writing to our address, CTM Edificio Avinsa LOCAL 4-5-6 CTRA. VILLVERDE A VALLECAS km 3.5 28053 Madrid. While we are not notified otherwise, we understand that your data has not been modified, you agree to notify any change and that we consent to use in order to gain the loyalty of relationship between the parties. We also request your consent to the disclosure of the information to other companies when this communication is necessary for the performance of this contract or may be an improvement in the relationship between the parties and transfer the data to BUSINESS PARTNERS GROUP, for the purpose of EMBODIMENT IMPROVEMENT IN THE SERVICE AND RETAINED BY THE CUSTOMER.