



GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL REMOVALS (AVVIV 2026)



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FOREWORD

The terms and conditions adopted in 2009 have since evolved into the present General Terms and Conditions for International Removals (AVVIV 2026). The structure and core principles have been retained for the purpose of maintaining their distinctive features and continuity. The terms and conditions have been updated and further defined compared to the 2009 edition. This includes:

- adjustments to terminology and references, or updates to current legislation and regulations;
- further defined provisions regarding liability, claims handling and concurrence with insurance;
- further specification of the applicability of supplementary terms and conditions, such as in the situation of the storage of removal items.

The provisions for the protection of consumers have not been amended. Where necessary, readability has improved and the aim is to enhance legal certainty for both customers and removal companies.

Please refer to the articles of these terms and conditions for the full content and applicability.

ARTICLE 1 - Definitions

In these terms and conditions, the terms below shall be defined as follows:

- *Customer*: the client and/or the person whose removal items are the subject of the Removal Agreement;
- *Removal Contractor*: a contractor accredited by FIDI NETHERLANDS and affiliated with FIDI NETHERLANDS, who performs removals on a professional basis;
- *Removal Agreement*: the agreement for the transport of goods, whereby the Remover undertakes in respect of the Customer to transport removal items either exclusively in a building or dwelling, or partly within a building or dwelling and partly by road, or exclusively by road;
- *Removal items*: items located in a covered or uncovered space that are intended for the upholstery, furnishing or fittings of that space and have already been used as such;
- *Household effects*: all removal items covered by the Removal Agreement (cash and negotiable instruments are not considered household effects).
- *Consumer Removal*: the removal of the household effects of a natural person, not acting in the performance of a profession or business;
- *Business*: any undertaking or institution, whether or not independently established, with or without a profit motive;

- *Loss due to delay*: financial loss resulting from the delayed delivery of removal items, as defined in Book 6, Section 96 of the Dutch Civil Code.

ARTICLE 2 - Applicability

1. The AVVIV 2026 apply to (consumer) removals:
 - in a building or dwelling;
 - in the case of transport exclusively by road, this includes transport by lorry via ferry or rail within Europe, as part of the road transport route;
 - or a combination of the above.

The above applies to the extent that the removals take place in, from or to the Netherlands or the place of receipt of the removal items and the place designated for delivery, as indicated in the contract, are situated in two different countries.
2. Different general terms and conditions may be agreed for removals that are (partly) not carried out by road. For transport by sea, inland waterways, rail or air, as well as for road transport outside Europe, the Removal Contractor acts exclusively in the capacity of a freight forwarder, subject to the latest version of the Dutch FENEX freight forwarding terms and conditions.
3. The AVVIV 2026 do not apply to:
 - compulsory business clearances;
 - consumer removals commissioned by a third party which take place against the will of the owner of the removal items (evictions);
 - the sale and hire of materials used by the customer to perform a removal at their own expense and risk.
4. Should storage or warehousing of the removal items also take place with respect to the removal, the General Terms and Conditions for the Storage of Removal Items (AVBV 2025) shall apply to such storage (i.e. the most recent version), in which case these terms and conditions shall be sent together with the offer or shall be provided to the customer no later than at the time of the conclusion of the storage agreement.
5. Due to the references in these General Terms and Conditions to the General Terms and Conditions for Removals by Removal Companies (AVVV) and the General Terms and Conditions for the Storage of Removal items (AVBV), these general terms and conditions can only be applied by members of FIDI Netherlands who are also members of the Organisation for Accredited Movers (OEV) and are therefore Removal Contractors. FIDI Netherlands members who are not members of the OEV are not entitled to apply these General Terms and Conditions and must provide their own general terms and conditions for the work performed by them.

6. The restriction referred to in paragraph 5 relates to the fact that the AVVV and AVBV contain collective consumer guarantees, including – but not limited to – the Guarantee Certificate, the removal and deposit guarantee, and access to the Removals Disputes Committee. These guarantees are offered exclusively for the purpose of the Organisation for Removal Contractors and cannot be guaranteed by parties that are not members of the OEV.

ARTICLE 3 - The offer

1. The offer is made in writing or electronically.
2. The offer shall in any event specify:
 - the work to be performed by the Removal Contractor;
 - the price of such work (including VAT);
 - the time and method of payment;
 - if known: the date and start time of the removal, as well as the approximate duration of the removal which is reasonably to be expected.
3. The offer shall state a date and shall be valid for thirty days after the date of the offer.

ARTICLE 4 - Household contents insurance

1. The Removal Contractor offers the customer the option of taking out a goods insurance at the customer's expense against the risk of loss and/or damage to the removal items.
2. Should the Customer opt for taking out goods insurance, the Removal Contractor shall consult with the Customer regarding the required cover and conditions.

ARTICLE 5 - Removal price

1. The method used for the calculation of the removal price is as follows:
 - an all-in price at which the removal is performed in full, including the turnover tax and the agreed elements and activities referred to in the second paragraph of this article, not including the unforeseen expenses referred to in the third paragraph;
 - a guide price, calculated on the basis of a budget of pre-agreed rates per volume and/or distance and/or time, whereby the Removal Contractor very accurately specifies the work, as well as the breakdown of the price.

As an experienced professional, the Removal Contractor has a duty of care, which includes that the consumer must be fully informed to allow the consumer to receive a realistic estimate of the total costs in advance.

2. The removal price is determined by the following elements and activities of the Removal Contractor, if agreed in the Removal Agreement:
 - transport, including the loading and unloading of the removal items;
 - the packing and unpacking of goods to be transported in crates or boxes, and the dismantling and reassembly of furniture;
 - tasks such as removing, dismantling, disconnecting, installing or hanging lamps, curtains, floor coverings, cookers, fireplaces, sanitary ware and anything else attached to or on ceilings, walls, floors and roofs, and the dismantling and reassembly of a (water) bed. However, the Removal Contractor may only perform these tasks if no specific professional knowledge is required;
 - the premiums and fees for the insurance policies referred to in Article 4.
3. Unless otherwise agreed in writing or electronically, the removal price will in any case not include:
 - the costs of the use of ferries and cable ferries;
 - tolls, parking permits and licences;
 - border and customs charges;
 - fuel or other surcharges on sea freight costs; and
 - reasonable costs incurred in taking unforeseeable actions for the preservation and delivery of the removal items.
4. The removal price shall be increased if other costs should be payable by the customer to the Removal Contractor in accordance with these terms and conditions, or with respect to additional work. Where there is a reduction in the scope of work, the price may be reduced depending on the circumstances of the case. The invoice must specify the deviation from the removal price.
5. In these terms and conditions, 'additional work' refers to work to be performed by the Removal Contractor at the customer's subsequent request, which was not agreed upon at the time of the conclusion of the Removal Agreement. 'Reduced work' refers to work agreed upon at the time of the conclusion of the Removal Agreement, in respect of which the Removal Contractor and the customer subsequently agree that such work will not be performed by the Removal Contractor. In both cases, the Removal Contractor shall preferably issue an amended quotation in accordance with Article 3 of the AVVIV 2026, unless this is not feasible due to urgency.

6. In the event that no removal price has been agreed, the Removal Contractor shall be entitled to a removal price in accordance with the rates or market prices applicable at the time of the removal.

ARTICLE 6 - The Removal Agreement

1. The Removal Agreement will have been concluded:
 - as soon as the customer has stated in writing or electronically to accept the offer of the Removal Contractor;
 - if no offer has been made, from the moment the agreement has been signed by both parties;
 - as soon as the customer effectively provides removal items to the Removal Contractor for removal.
1. All items, documents and funds held by the Removal Contractor with respect to the Removal Agreement shall serve as security for all claims held against the client.

ARTICLE 7 - Obligation to Provide Information on the part of the Customer

1. The customer is obliged to provide the Removal Contractor in good time with all information regarding the goods to be removed which the customer is able or ought to be able to provide, and which the customer knows or ought to know is relevant to the Removals Company.
2. The customer shall inform the Removal Contractor in a timely manner with regard to the removal items, in particular of:
 - all items the presence of which poses a particular risk of damage to the removal items or business equipment;
 - all technical objects for which the manufacturer has notified the users of special security measures to be taken before the start of transport;
 - all special objects, subject to special regulations of domestic and/or foreign authorities, such as objects of special value, works of art, personal jewellery or other valuable removal items, valuable collections, firearms.
3. With regard to the move, the customer shall inform the Removal Contractor in a timely manner of:
 - particulars with regard to the new residential location (for example, a living room on the first floor);
 - other matters and circumstances that are relevant to the Mover for the purpose of the move (for example, broken pavement in front of the house on the day of the removal).

ARTICLE 8 - Obligations on the part of the Removal Contractor

1. The Removal Contractor shall:
 - deliver the removal items at their destination (placing them at the location possibly indicated for that purpose) in the condition in which they were supplied for packaging or dismantling, or in the condition in which they were supplied for transport;
 - complete or cause to complete a commenced move without delay;
2. The Removal Contractor's obligations arising from the Removal Agreement will have been terminated as soon as the removal items have been delivered to the agreed destination.

ARTICLE 9 - Dangerous items or substances

1. If the customer supplies dangerous items or substances the Removal Contractor as referred to in the Transport of Dangerous Substances Act (WVGS) and the associated regulations, the customer must inform the Removal Contractor of the type of risk they pose and point out the precautions to be taken to the Removal Contractor.
2. The Removal Contractor has the right not to move dangerous goods or substances about which he was not informed when concluding the agreement.
3. The Removal Contractor has the right to unload hazardous goods or substances about which he was not informed at the time of conclusion of the agreement, at any time and place and to make them harmless or to have them destroyed at the expense of the customer. In addition, in that case, the customer shall be liable for all reasonably incurred and attributable costs and damages arising from the transport.

ARTICLE 10 - Customs formalities

1. The following provisions apply to Removal Contracts involving transport to or from the Netherlands:
 - the Removal Contractor must inform the customer to the best of his ability about the existing regulations regarding customs and other formalities to be carried out for the execution of the removal contract;
 - the customer must provide the Removal Contractor with the necessary documents and provide him with all the information required for the completion of the formalities;

- the Removal Contractor is not obliged, but is entitled, to verify the accuracy and completeness of the documents and information provided by the customer.
2. The customer shall be liable to the Removal Contractor for any loss that may arise from the absence, incompleteness or irregularity of these documents and information.
 3. The Removal Contractor shall exercise reasonable care to ensure that the documents entrusted to him are not lost or mishandled.

ARTICLE 11 - Modification of the Removal Agreement

1. The customer may request the Removal Contractor to change the execution of the Removal Agreement. The desired change must be feasible for the Removal Contractor and must not disrupt the business operations of the Removal Contractor. The customer must also indemnify the Removal Contractor for all necessary costs and detrimental elements that effectively arise from the modification of the removal contract. If the change benefits the Removal Contractor, he will not charge the costs reasonably saved.
2. If, due to unforeseen circumstances, the Removal Contractor is unable to perform the Removal Agreement in accordance with his instructions and within a normal period of time, he must:
 - ask for instructions from the customer
 - if this is not possible, take such measures as he deems to be in the customer's best interests.

ARTICLE 12 - Cancellation and Termination

1. The customer may cancel the Removal Contract. In that case, compensation will be payable by the customer to the Removal Contractor. In the event of cancellation up to thirty days before the agreed removal date, the compensation shall amount to a maximum of 15 per cent of the agreed removal price. In the event of cancellation up to fourteen or seven days before the removal date, the compensation shall amount up to 50 or 75 per cent of the removal price. In the event of cancellation within seven days after the removal date, the full removal price shall be payable.
2. The customer may terminate the Removal Agreement if he is notified that the Removal Contractor will be unable to perform the removal on the agreed date and time. Shortly after this notification, the termination must be communicated to the Removal Contractor in accordance with paragraph 4 of this article.
3. If, before or at the time of the presentation of the removal items to the Removal Contractor, circumstances arise with one of the parties, which the other party

was not supposed to know upon conclusion of the agreement, however which, if they had been known, would in fairness have provided reasons for the other party not to enter into the Removal Agreement or to enter into it under different conditions, the other party will be entitled to terminate the agreement.

4. Termination shall take place through a written or digital notice, and the Removal Agreement shall terminate upon its receipt.
5. Following termination of the Removal Agreement, the parties undertake to compensate each other for any demonstrable loss suffered as a result. This is subject to the circumstances referred to in Article 11, paragraph 2 of these terms and conditions. The compensation may not exceed the agreed removal price.
6. If the customer fails to make the removal items available to the Removal Contractor at the agreed time, the Removal Contractor will be entitled to terminate the Removal Agreement. The Removal Agreement ends as soon as the Removal Contractor sends the customer a notice of cancellation of the Removal Agreement (in writing or electronically).
7. If the customer only provides part of the removal items to the Removal Contractor at the agreed time, the Removal Contractor shall move the items that have been provided at the customer's request and the Removal Contractor may terminate the Removal Agreement with regard to the other items.
8. The customer shall compensate the loss suffered by the Removal Contractor as a result of the non-availability or only partial provision of the goods.

ARTICLE 13 - Payment

1. Payment of the removal price shall be made at the time the Removal Contractor delivers the removal items to the destination, unless otherwise agreed. The customer must pay the removal fee upon presentation of the invoice and upon submission of a receipt from the Removal Contractor.
2. If, upon presentation of the invoice by the Removal Contractor, it transpires that the customer does not or will not meet his obligation to pay, he will be entitled to suspend the (completion of) the move and the Removal Contractor shall have a right of retention of the removal items. In that case, the Removal Contractor will also be entitled to store and sell the removal items, provided that he has the permission of the court referred to in Book 8, Section 1194 paragraph 2 of the Dutch Civil Code or the permission of the court referred to in Book 3, Section 251 of the Dutch Civil Code.
3. If at the time of conclusion of the agreement it was expressly agreed that payment would not be made in cash or by debit-card payment on delivery,

yet no payment term was agreed, payment must be made within fourteen days after receipt of the invoice.

4. The customer shall be in default from the date of delivery or expiry of the payment term. After the expiry of that date, the Removal Contractor shall send a payment reminder and give the customer the opportunity to pay within seven days of receipt of this payment reminder. If payment should not have been made even after the expiry of the payment reminder period, the Removal Contractor will be entitled to charge the statutory (commercial) interest from the expiry of the payment date and all reasonable extrajudicial collection costs incurred by him.
5. If the client is not the same as the person whose removal items are the subject of the Removal Agreement, the Removal Contractor will make separate agreements with the client about the payment of the costs arising from the Removal Agreement as well as about the delivery if the owner of the removal items is not available for this purpose. If the client does not meet his payment obligations, the owner of the removal items shall be liable for the payment of the removal costs.
6. Offsetting claims for payment of the removal price is not permitted, unless the parties have agreed on this in writing or electronically.

ARTICLE 14 - Liability on the part of the Removal Contractor

1. In the event of non-compliance with the obligations incumbent on him pursuant to Article 8, the Removal Contractor will be liable for the damage caused as a result, unless the non-compliance was caused by a circumstance that a diligent Removal Contractor could not have avoided and insofar as such an Removal Contractor could not have prevented the consequence.
2. In the event of loss caused by delay, the Removal Contractor shall not be liable for loss exceeding the removal price; the extent of the loss caused by delay must be demonstrated by the customer.
3. To the extent that the Removal Contractor has performed (parts of) the Removal Agreement itself, the Removal Contractor cannot exempt himself from liability by appealing to:
 - the defectiveness of the vehicle used for the removal;
 - the defectiveness of the materials used by the Mover, unless this has been made available to him by the customer; material does not include a ship, aircraft or railway wagon on which the vehicle used for the removal is located;

- the defectiveness of supports used for securing lifting equipment, or for the use of a removal lift;
 - any damage caused to the removal items by third parties whose actions are not at the customer's risk.
4. If the Removal Contractor fails to fulfil the obligations incumbent upon him, he shall nevertheless not be liable for the resulting loss, if such failure was caused by a circumstance which a diligent remover could not have avoided and to the extent that such a removal contractor could not have prevented the consequences.
5. Where the Removal Contractor proves that the failure to fulfil the obligations incumbent upon him may have resulted from the circumstances set out below, it shall be presumed that the failure arose from:
- the packing or dismantling, or the unpacking or reassembly of removal items by the customer or with the assistance of any person or means provided by the customer of their own accord;
 - assistance by the owner of the removal items with the removal, by his family members, friends or third parties whom they have asked to assist with the removal;
 - the Customer's choice – even though the Removal Contractor offered an alternative – a method of packing or execution of the Removal Agreement that differs from the customary procedure for the agreed removal;
 - the presence of items among the removal items, for which the Removal Contractor, had he been informed by the customer of their presence and type, would have taken special measures;
 - the nature or condition of the removal items themselves, which have been exposed to total or partial loss or damage solely due to causes inherent in that nature or condition, such as: leakage, deflation or melting of other goods forming part of the household effects, the death of plants; the loss of banknotes, negotiable instruments, precious metals, coins and tokens, precious stones, pearls, documents and collections, unless the customer has handed these items over to the Removal Contractor prior to the start of the removal, separately and stating the quantity and value;
 - the failure or malfunction of electrical, electronic and mechanical equipment.
6. Where the Removal Contractor proves that the failure to comply with the obligation incumbent on him on the basis of the obligation incumbent on him in Article 8 could have been a result of one or more of the special risks

referred to above in paragraph 5, it shall be presumed that this is what caused the non-compliance, without prejudice to the customer's authority to provide evidence to the contrary.

7. The Removal Contractor shall be liable for wrongfully leaving objects, or the wrongful removal of items from the loading areas, if he was expressly aware or should have been aware of this.
8. In the event that the customer fails to show up, refuses to receive removal items or does not take delivery of them with the required urgency, or insofar as removal items have been seized, the Removal Contractor shall be entitled to store these removal items at the expense and risk of the entitled party in an appropriate storage place. He will be required to inform the customer as soon as possible in writing or electronically, enclosing the AVBV 2025.
9. Without prejudice to the provisions of this article, the Removal Contractor shall not be liable for damage other than loss caused by a failure to fulfil his obligations as set out in Article 8 of these terms and conditions.
10. A CMR consignment note shall be drawn up for every cross-border removal by road. However, the AVVIV 2026 shall continue to apply to such removals.
11. Transport by sea or inland waterways, by rail or by air, as well as road transport outside Europe, whether or not for the purpose of a removal, shall never be performed by the Removal Contractor himself. In respect of such transport, the Removal Contractor acts exclusively as a freight forwarder and the FENEX (Dutch Forwarding Conditions), latest version, apply. In the event that the Removal Contractor, for any reason whatsoever, is unable to invoke the FENEX conditions, his liability shall be governed by the AVVIV 2026. If and to the extent that the Removal Contractor has undertaken to unpack and/or assemble the removal items at the destination following the transport referred to in this article, the AVBV 2025 shall apply in addition to these activities.
12. In the event of storage or safekeeping outside the Netherlands, the Removal Contractor shall never be liable for damage or loss, however caused.

ARTICLE 15 - Customer's liability

1. The Customer shall be liable for the costs and damage suffered by the Removal Contractor as a result of the failure to provide, or insufficiently provide information referred to in Articles 7, 9 and 10, unless the Customer cannot be held liable.
2. Except in the case of force majeure, the customer shall compensate the Removal Contractor for the damage if the Removal Agreement cannot be performed or cannot be performed as agreed due to the customer's actions

or omissions. The compensation amounts up to the removal price. In case of cancellation, article 12 applies.

3. The customer shall indemnify the Removal Contractor at the latter's first request in the event that a claim is laid against the Removal Contractor by third parties outside of agreement for damage or financial loss – including criminal, administrative and possibly civil fines – in any way related to the execution of the Removal Agreement by the Removal Contractor, his subordinates and auxiliary persons. This shall be the case if this damage results from acts or omissions of the customer in violation of any statutory provision.

ARTICLE 16 - Claim Report

If any damage to the removal items is found upon delivery, the customer must notify the Removal Contractor at the time of the removal. If there is no opportunity to inspect the removal items for damage upon delivery, the customer must declare this in writing or digitally in advance or at the latest at the time of delivery. In particular, the customer must immediately report any damage to furniture and/or the property to the Removal Contractor. The customer must report any damage to items in boxes within 10 days. If the Removal Contractor has not received the damage report within the specified time limits, he shall be deemed to have performed the removal without any visible damage.

ARTICLE 17 - Compensation in the event of liability

1. If it is impossible to make a claim under the insurance referred to in Article 4 of these terms and conditions, the compensation payable by the Removal Contractor for failure to fulfil his obligations (Article 8) shall in all cases be limited to €23,000 per household.
2. If the Removal Contractor undertakes to perform more than one household in a single Removal Agreement, the liability referred to in the first paragraph shall apply per household.
3. The Removal Contractor cannot appeal to any limitation of his liability where the damage has arisen from his own acts or omissions, suffered either with intent to cause such damage, or recklessly and while aware of the fact that such act or omission would probably result in such damage, in accordance with Book 8, Section 1185 of the Dutch Civil Code. Damage to the removal items that is less than or equal to € 50 shall be for the account of the customer.

ARTICLE 18 - Limitation period

All claims based on or relating to the Removal Agreement shall lapse one year after delivery of the removal items.

ARTICLE 19 - Complaints

Complaints regarding the performance of the Removal Agreement must be submitted to the Removal Contractor in full and in a clearly defined manner in good time after the customer has found the defects. Failure to submit the complaint in good time may result in the customer losing his rights in this regard.

ARTICLE 20 - Dispute Resolution

1. Disputes between a consumer and the Removal Contractor about the conclusion or performance of the Removal Agreement referred to in Article 1 can be brought before the Disputes Committee for Removals, Bordewijklaan 46, PO Box 90600, 2509 LP The Hague (www.sgc.nl) by either the customer or the Removal Contractor.
2. A dispute will only be handled by the Removal disputes committee if the consumer has first submitted his complaint to the Removal Contractor.
3. After the complaint has been submitted to the Removal Contractor, the dispute must be submitted to the Removal disputes committee no later than twelve months after the complaint was submitted.
4. When the consumer submits a dispute to the Removal disputes committee, the Removal Contractor shall be bound by this choice. If the Removal Contractor wishes to submit a dispute to the Removal disputes committee, he must ask the consumer to decide within five weeks whether he agrees to this. The Removal Contractor must announce that he will consider himself at liberty to bring the dispute before the court after the expiry of the aforementioned period.
5. The Removal disputes committee issues a decision with due observance of the provisions of the regulations applicable to the committee. The decisions of the Removal disputes committee are made on the basis of those regulations by way of binding advice. The regulations will be sent to you on request. A fee is payable for the handling of a dispute.

ARTICLE 21 - Applicable law, and jurisdiction

1. Dutch law applies to (removal) agreements concluded, amended or supplemented on the basis of the AVVIV 2026, unless other law applies pursuant to mandatory rules.

2. The court of the Removal Contractor's place of residence or the Disputes Committee referred to in Article 20 shall have exclusive jurisdiction to hear disputes, unless mandatory law provides otherwise.

ARTICLE 22 - Versions and transitional provisions

1. The present general terms and conditions (version 2026) shall take effect from 1 July 2026.
2. From this date, this version shall be the only version of these general terms and conditions for International Removals adopted and issued by FIDI Netherlands.
3. Previous versions of the general terms and conditions may only be applied to contracts validly concluded prior to the effective date of version 2027.

No later than two months after the effective date, previous versions may no longer be applied to contracts concluded from that date onwards.

ARTICLE 23 - Citation

The General Terms and Conditions for International Removals 2026 can be cited as AVVIV 2026.