

AGB Umzug 2021

General Terms and Conditions for Removals and Warehousing

NON-BINDING RECOMMENDATION OF BUNDESVERBAND MÖBELSPEDITION UND LOGISTIK E.V. (AMÖ) (GERMAN FEDERATION OF MOVERS AND LOGISTIC COMPANIES)

Version dated März 2021

1. Services

- (1) The Mover will perform his duties with the greatest care and upon protection of the interests of the Shipper against payment of the agreed fee.
- (2) If unforeseeable expenses arise during the performance of the contractual services, they must be reimbursed by the Shipper, along with a reasonable fee, provided the Mover may hold them to be necessary in accordance with the circumstances.
- (3) If the Shipper expands the scope of performance after the conclusion of contract, the incurred additional costs plus reasonable compensation must be paid.
- (4) Provided nothing to the contrary has been agreed, the Mover's personnel are not obliged to conduct any electrical, gas, drilling and other installment work.
- (5) In the case of work performed by additionally procured craftsmen, the Mover will only be liable for making a careful selection.
- (6) In the case of contracts with parties who are not consumers, the General Terms and Conditions for Logistics 2019 will apply additionally. These terms and conditions are available at www.amoe.de/logistikagb. In the event that there is a conflict between individual clauses, the General Terms and Conditions for Removals and Warehousing 2021 prevail over the General Terms and Condition for Logistics 2019.

2. Additional Cargo

The removal may also be carried out as additional freight.

3. Third-party Contracts

The Mover may appoint another mover to carry out the removal, provided nothing to the contrary has been agreed.

4. The Shipper's Duty of Notification

- (1) Where the Shipper does not desire packing and labeling to be carried out by the Mover, the Mover will advise the Shipper of the exclusion of liability under Sec. 451d (1) no. 2 German Commercial Code. The Mover is neither authorised nor obliged to inspect the goods packed by the Shipper except in those cases where packaging is obviously unsuitable.
- (2) In the event of packing by the Mover, he shall not be liable for transport damage if it cannot be ruled out that problems in the functioning of the removal goods are owing to the innate or defective properties of the removal goods, unless the Shipper had issued special instructions to the Mover in this regard.
- (3) If the removal goods include hazardous goods, the Shipper is obliged to inform the Mover in due time of the nature of the hazard emanating from the goods. Hazardous goods within the context of a removal are goods that are flammable or explosive, radioactive, prone to spontaneous combustion, poisonous, acridly, malodorous, or similar goods. Such goods include, but are not limited to, rechargeable and single-use

batteries, combustibles and fuels, chemicals, gases, solvents, munition, etc.

- (4) The Mover must procure instructions from the Shipper for removal goods that cannot be unloaded at the destination without the risk of damage because of their size or weight and due to the conditions at the destination. In the event of obstacles to transport or delivery, Sec. 419 German Commercial Code applies.

5. Set-off

A set-off of the Mover's claims is only permissible against counter-claims that have fallen due which have been finally adjudicated, are ready for judgment or are undisputed.

6. Instructions and Notices

Instructions and notices by the Shipper regarding the transport must be addressed in text form exclusively to the Mover within the meaning of clause 1 (1).

7. Designation of the Removal Goods

The Shipper is responsible for designating the removal goods and must ensure that no items are included in breach of contract that are not removal goods of the Shipper or that items are left behind in breach of contract.

8. Due Date of the Agreed Fee

- (1) Unless otherwise agreed, the invoiced amount of the Mover within the meaning of clause 1 (2) and (3) must be paid in advance, i.e. before completion of delivery for domestic transport and prior to loading for international transports.
- (2) Out-of-pocket expenses in foreign currencies will be charged in accordance with the exchange rate established on the date of payment.
- (3) Should the Shipper fail to meet his payment obligation, the Mover will be entitled to stop the removal goods or warehouse them after the commencement of transport at the Shipper's expense until the freight and the expenses incurred until such time have been paid. Should the Shipper still fail to meet this payment obligation, the Mover will be entitled to a realisation of lien in accordance with the statutory provisions.
- (4) The realisation of the lien will be conducted in accordance with the statutory regulations and with the proviso that, in the event of the exercise of the Mover's statutory lien, the notice of the forced sale and the required notifications are to be addressed to the Shipper.
- (5) Section 419 German Commercial Code will apply accordingly.

9. Warehousing

The following provisions will apply in supplement for warehousing:

- (1) In the case of warehousing, the Depositor is additionally obliged to advise the Mover



of dangerous goods which are supposed to be the object of the contract such as flammable or explosive or radioactive items, items with a tendency to spontaneously combust, poisonous, corrosive, or malodorous items or any such items from which negative effects can be anticipated for the warehouse and/or for other stored goods and/or people.

- (2) The Warehouse Keeper will generally perform the following services:
- Warehousing will be in suitable warehouse space belonging to the Warehouse Keeper or a third party; storage in appropriate furniture lorries or containers is deemed to be equivalent. Should the Mover store the goods at a third-party warehouse keeper, he must disclose the latter's name and the location of the warehouse to the Depositor without undue delay in written form or, if a warehouse warrant has been issued, to mark this on the warrant.
 - Upon warehousing, an Inventory of the goods will be signed by the Depositor and the Warehouse Keeper. The goods will be labelled in numerical order. The number of boxes will be recorded. The Warehouse Keeper may waive the preparation of the Inventory if the stored goods are put into a container directly on the site of loading, the container is immediately sealed, and it remains sealed during storage.
 - A copy of the Warehousing Contract and the Inventory will be handed out or sent to the Depositor upon acceptance of the goods. In the case of partial removal from storage, equivalent deductions will be made on the warrant or the inventory or on the storage release notice.
- (3) The Warehouse Keeper is entitled to surrender the stored goods upon presentation of the Warehousing Contract accompanied by the Inventory or an equivalent storage release notice unless the Warehouse Keeper is aware or fails to be aware because of his gross negligence that the person presenting the Warehousing Contract is not authorised to accept the stored goods. The Warehouse Keeper is authorised, but not obliged, to check the proof of authority of the person presenting the Warehousing Contract.
- (4) The Depositor is obliged to issue a written acknowledgement of receipt in the case of the full delivery of the stored goods. In the event of a partial delivery, the Warehouse Keeper and the Depositor will make corresponding notations of the withdrawals in text form on the warrant, the Inventory, or the storage release notice.
- (5) During the term of warehousing, the Depositor is entitled to inspect the stored goods on the Warehouse Keeper's premises during business hours in the presence of the Warehouse Keeper. The date of inspection will be agreed in advance. The Warehouse Contract and the Inventory list must be presented at that time.
- (6) The Depositor is obliged to inform the Warehouse Keeper in text form of any changes in his address without undue delay. He may not invoke the non-receipt of notices the Warehouse Keeper has sent to his last known address.
- (7) The Depositor is obliged to pay the monthly warehouse fee to the Warehouse Keeper in advance by no later than the 3rd working day of each month. The warehouse fee for the following months is also due for payment without the issue of a separate invoice at the beginning of each month.
- (8) The Warehouse Keeper is not obliged to check the authenticity of the signatures on the documents pertaining to the stored goods or the authority of the signer unless the Warehouse Keeper knows or remains unaware due to his own negligence that the signatures are forged or the signer is not authorised.

- (9) If a fixed term of the Contract has not been agreed, the parties may terminate the Contract in text form upon observance of a notice period of one month unless good cause exists which would justify a termination of the Contract without observance of a notice period.
- (10) In the case of contracts with parties who are not consumers, the ALB (General Terms and Conditions of Warehousing of the German Furniture Removal Industry) are deemed to be agreed. They may be accessed at www.amoe.de/ALB.

10. Cancellation and Termination

- A removal is a service within the meaning of Section 312 g (2) sentence 1 no. 9 German Civil Code. A statutory right of cancellation under Section 355 German Civil Code does not exist.
- The Shipper may terminate the Removal Contract at any time.
- If the Shipper gives notice of termination, the Mover may either demand
 - the agreed carriage charges plus demurrage and the expenses to be reimbursed. To be deducted from this amount are the expenses he has saved as a result of the termination of the Contract or has earned elsewhere or has failed to earn in bad faith;
 - or one-third of the agreed carriage charges as a flat-rate fee. If the termination is based on grounds which can be attributed to the Mover's sphere of risk, the claim to the Fautfracht (one-third of the agreed carriage charges) under this (3) (b) will not apply, nor will the claim under (3) (a) apply in this case where the carriage is of no interest to the Shipper.

11. Venue

- For legal disputes between merchants on the basis of this Contract and concerning claims on other legal grounds which are related to the Removal or warehousing Contract, the court in whose district the branch of the Mover commissioned by the Shipper is located will have exclusive jurisdiction.
- For legal disputes with parties other than merchants, Sec. 30 German Code of Civil Procedure applies.

12. Choice of Law

German law will apply.

13. Data Protection

The privacy policy of the Mover applies for the processing of personal data.

14. AMÖ Conciliation Board

The Mover within the meaning of clause 1 (1) is obliged and willing to participate in conciliation proceedings before a consumer conciliation board. The conciliation board of jurisdiction is the „Conciliation Board Removals“ at

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The Liability of the Mover

- Advice on the Liability Provisions under Section 451g German Commercial Code -

The mover, as the haulier, is liable under the Contract for Household Goods Moving and Relocation Services and the German Commercial Code (HGB). These liability principles are also applicable in the case of cross-border transport which starts or ends in Germany even if several different means of transport are used. The liability provisions apply accordingly for storage where the Customer is a consumer.

I. Liability Principles

The mover is liable for damages caused by the loss or damage to property for as long as it is located in his care.

II. Maximum Liability

The mover's liability for loss or damage is limited to the amount of EUR 620 per cubic meter stowage required to perform the Contract. The mover's liability for overrunning the delivery date is limited to three times the figure for the freight. If the mover is liable due to the breach of a contractual duty related to the execution of the move for damages which are not incurred due to the loss or damage of the property or the overrunning of a delivery date, and if these are damages other than personal injury and property damage, liability will be limited in this case to three times the amount which would have to be paid upon the loss of the goods.

III. Compensation

Where the mover must pay damages for the loss of the goods, the value at the place and time of the assumption of the transport duties will be reimbursed. In the case of damage to the goods, the difference between the value of the undamaged goods and the value of the damaged goods must be reimbursed. The governing value is the value of the goods at the place and time of the assumption of the transport duties. The value of the goods is governed by the market price. In both cases, the costs of establishing the damage must be reimbursed.

IV. Exclusion of Liability

The mover will be released from liability if the loss, damage or the overrun of delivery dates is based on an inevitable event which the mover could not have avoided even with the greatest degree of care and whose consequences he could not prevent.

V. Special Liability Exclusions

1. The mover is released from his liability if the loss or damage is attributable to one of the following risks:
 - a. transport and storage of precious metals, jewels, precious stones, money, stamps, coins, securities or documents;
 - b. insufficient packaging or labeling of the removal goods by the consignor;
 - c. treatment, loading or unloading of the goods by the consignor;
 - d. transport and storage of goods in containers not packed by the mover;
 - e. loading or unloading of goods whose size or weight does not correspond to the space at the loading or unloading site, provided the mover had previously advised the consignor of the risk of damage and the consignor had insisted that the work be performed;
 - f. transport and storage of live animals or plants;
 - g. natural or defective nature of the goods causing them to suffer easily from damage, particularly breakage, malfunctions, rust, inner spoilage or seepage.
2. If damage which could arise under the circumstances due to one of the risks defined in items a. to g. has occurred, it will be assumed that the damage has occurred from this risk. The mover may only invoke one of the special liability exclusions if he has taken all of the action which he was obliged to take under the circumstances and has complied with special instructions.
3. The Storage Company will not be liable for damage caused by nuclear energy and to or by radioactive materials.

VI. Application of the Exemptions and Limitations of Liability

1. Exemptions and limitations of liability will only apply for claims under the liability outside of contract for the loss of or damage to the goods or for overrunning the delivery date if the mover has not acted intentionally or recklessly and in the awareness that damage will occur in all probability.
2. The aforementioned exemptions and limitations of liability will also apply for the mover's personnel.

VII. Performing Mover

If the mover appoints another mover to carry out the moving and relocation service, he will be liable in the same manner as the performing mover for as long as the goods are in his care. The performing mover may assert all defences under the terms of the freight contract.

VIII. Transport and Storage Insurance

It is possible to insure the goods beyond the statutory liability. At the request of the customer, the mover will take out transport and storage insurance against payment of a separate premium.

IX. Notification of Damage

The following **important special rules** apply for the assertion of damage compensation claims:

1. Externally **visible damage** and the loss of goods must be recorded exactly upon delivery on **the receipt of delivery form** or in a **damage report**. Such damage and loss must be reported to the mover **by no later than the next day** in detailed text form (E-mail, letter, fax).
2. Externally **non-visible damage** and loss must be reported to the mover **within 14 days** after delivery, and also in detailed text form.
3. **If damages and loss are not claimed within the stated periods, the claims to compensation will lapse.**
4. **Overruns of the delivery date** must be reported in text form **within 21 days**. After the expiry of the deadline, the claim will otherwise lapse.
5. **The timely sending of a detailed notification** in text form to the **appointed or delivering mover** which indicates the **person sending it** will suffice to meet the deadlines.

