

## General Terms and Conditions for Moving and Storage

### 1. Services

- 1.1. The furniture carrier shall render his obligations with the greatest care and under maintenance of the dispatcher's interests against payment of the agreed compensation.
- 1.2. If any unforeseeable expenses arise in the scope of the contractual performance, they shall be reimbursed by the client where the furniture carrier has been allowed to consider them required based on the circumstances.
- 1.3. If the dispatcher expands the scope of services after conclusion of the contract, the additional costs arising from this shall be compensated at an appropriate amount.
- 1.4. The furniture carrier's staff shall not be entitled to perform any electrical, gas, dowelling and other installation work unless agreed on differently. Where services on that are not part of the freight contract are agreed, liability shall be limited to 50,000 Euro per damage case. This limitation of liability shall not apply if the damage has been caused by wilful intent or negligence of the furniture carrier or his staff or from violation of obligations essential for the contract, with claims to compensation in the latter case being limited to the foreseeable typical damage. In case of services rendered by additionally mediated craftsmen, the furniture carrier shall only be liable for careful selection.

### 2. Additional cargo

Moving may also be performed as additional cargo.

### 3. Charging third parties

The furniture carrier may charge another carrier with performance of the moving.

### 4. Tips

Tips are not set off against the invoiced amount.

### 5. Reimbursement of the moving costs

Where the dispatcher has a claim against third parties for moving cost reimbursement, he shall instruct him to pay the agreed and due moving cost compensation, minus downpayments or partial payments made, directly to the furniture carrier upon the corresponding request.

### 6. Transport protection/information obligation of the dispatcher

- 6.1. The dispatcher is obliged to have any moving or electronic parts, specifically at electrical devices, secured properly for transport.
- 6.2. The furniture carrier is not obliged to verify professional transport insurance.
- 6.3. If the goods to be moved include hazardous goods, the dispatcher is obliged to inform the furniture carrier of the type of danger caused by the goods in time.

### 7. Set-off

Setoff against claims of the furniture carrier shall only be admissible against due counterclaims that have been legally validly determined, are mature for decision or that are undisputed.

### 8. Instructions and reports

Instructions and reports of the dispatcher regarding the performance of transport must be directed to the contractor only in text form.

### 9. Verification by the dispatcher

At collection of the goods to be moved, the dispatcher shall be obliged to verify that no object is taken along or left behind wrongly.

### 10. Due date of the agreed compensation

- 10.1. The amount to be invoiced shall be due, unless agreed on differently, before completion of delivery at inland transports, and before starting loading at international transports; it shall be paid in cash or by advance money transfer to the business account of the furniture carrier.
- 10.2. Expenses in foreign currency shall be settled according to the exchange rate determined at the date of payment.
- 10.3. If dispatcher does not comply with his payment obligations, the furniture carrier shall be entitled to stop the goods to be moved or to store them after commencement of transport at the dispatcher's expense until payment for the freight and the expenses arising until that time. If the dispatcher does not meet his payment obligations even then, the furniture carrier shall have the right to utilise the deposit according to the statutory provisions.
- 10.4. § 419 German Commercial Code shall be applied accordingly.

### 11. Storage

The following provisions shall apply supplementarily to storage:

- 11.1. For storage, the storing customer shall also be obliged to inform the furniture carrier if any fire-hazardous or potentially explosive or radiating goods, goods tending to self-ignite, toxic, corrosive, badly smelling or any other goods that may have a detrimental effect on the storage and/or other stored goods and/or persons, are to be the object of the contract.

## General Terms and Conditions for Moving and Storage

11.2. The storage provider shall generally provide the following services:

11.2.1 Storage shall take place in suitable internal or external storage rooms; Furniture trucks or containers suitable for storage shall be equal to storage rooms. If the carrier stores goods with a third-party storage provider, he shall report his name and the storage site to the client without delay or, if a storage slip has been issued, note it on that.

11.2.2. During storage, a directory of the stored goods shall be drawn up and signed by the storing customer and storage provider. The goods are to be numbered consecutively. Containers are recorded by unit number. The storage provider may waive generation of the storage directory if the stored goods are put into a container directly at the loading point, the container is closed there and stored closed.

11.2.3. An execution of the storage contract and the storage directory shall be provided or sent to the storing customer after handover. In case of partial removal from storage, the corresponding withdrawals are marked on the storage slip or the storage directory.

11.3. The storage provider shall be entitled to issue the stored goods against submission of the storage contract with storage directory or any corresponding withdrawal notice on the directory, unless the storage provider is aware or not aware due to gross negligence that the submitting party is not authorised to accept the stored goods. The storage provider is entitled but not obliged to verify the legitimization of the person who submits the storage directory and the storage contract.

11.4. The storing customer shall be obliged to return the storage contract with directory at complete delivery of the stored goods and to issue a written receipt confirmation. At partial delivery of the stored goods, the storage provider and storing customer shall perform the corresponding withdrawals on the storage directory and in the storage contract in writing.

11.5. During the term of storage, the storing customer shall be entitled to inspect the stored goods during the business hours of the storage provider and in his company. The date must be agreed on in advance. The storage contract and the storage directory shall be provided at the date.

11.6. The storing customer is obliged to report any changes to his address to the storage provider in text or written form without delay. He cannot cite lack of receipt of notifications that the storage provider sent to the last known address.

11.7. The storing customer is obliged to pay the monthly storage fee to the storage provider in advance by the 3<sup>rd</sup> working day of each month. The storage free for the subsequent months shall be due at the beginning of the month even without special invoicing.

11.8. The storage provider is not obliged to check that the signatures on the documents referring to the stored goods are real or that the signatory was authorised to do so, unless the storage provider is aware or unaware due to negligence that the signatures are not real or that the signatory is not authorised.

11.9. If no fixed contractual term has been agreed, the parties may terminate the contract under compliance with a period of notice of one month in writing or in text form except where there is an important reason that entitles to termination of the contract without compliance with the period of notice.

11.10. For contracts with anyone who is not a consumer, the ALB (Allgemeine Lagerbedingungen des Deutschen Möbeltransports; general storage conditions of German furniture transport) shall be agreed.

They can be called on [www.amoe.de/ALB](http://www.amoe.de/ALB).

## 12. Rescission and termination

12.1. Moving is a service in the sense of § 312 g paragraph 2, sentence 1, number 9, German Civil Code. There is no statutory right of rescission according to § 355 German Civil Code.

12.2. The dispatcher may terminate the moving contract at any time, if the dispatcher terminates the contract, the furniture carrier may, if the termination is based on reasons that are not due to his risk area, either;

12.2.1. demand the agreed freight, any demurrage and the expenses to be reimbursed. The amount that he saves in expenses due to revocation of this contract or that he acquires otherwise or maliciously does not acquire shall be set off against this amount;

12.2.2. or one third of the agreed freight free as a flat rate.

## 13. Place of jurisdiction

13.1. The court in the district of which the furniture carrier's branch charged by the dispatcher is located shall be relevant exclusively for any legal disputes with full merchant arising based on this contract and regarding claims for other legal reasons that are connected with the moving contract.

13.2. For legal disputes with other than full merchants, the exclusive relevance shall only apply if the dispatcher moves his place of residence or usual domicile into another country after conclusion of the contract or if his place of residence or personal domicile is not known at the time the claim is raised.

## 14. Choice of law

German law shall apply

## 15. Data privacy

The furniture carrier shall use the data reported by the client for performance and processing of the contract. The data shall be passed on to servants where they are deployed for performing the order. The data shall not be passed on to any other third parties. With the complete processing of the order and complete payment, the data shall be locked for further use and deleted after the end of the period according to the provisions of tax and commercial law.

## 16. AMÖ mediation office

16.1. In case of disputes with consumers from or in connection with this contract that cannot be resolved between the contracting partners. The consumer shall have the right to complain to the AMÖ mediation office.

It has been set up at

### **Bundesverband Möbelspedition und Logistik (AMÖ) e.V.**

Schulstraße 53 | 65795 Hattersheim

Phone: 06190 989813 | Fax: 06190 989820

Email: [info@amoe.de](mailto:info@amoe.de) | Internet : [www.amoe.de](http://www.amoe.de)

The AMÖ mediation office may be called upon by consumers to fully or partially, preliminarily or finally resolve the dispute according to the procedural rules of the AMÖ mediation office as amended at the time the mediation proceedings are initiated. The mediation judgement shall be binding upon AMÖ carriers unless the object of the complaint is subject to the responsibility of the district courts (Amtsgerichte) according to the judicature act (Gerichtsverfassungsgesetz).

16.2. The application for initiation of the mediation proceedings must be filed in text form.

16.3. The proceedings shall be free of charge for consumers.