

AGB Umzug 2021 General Terms and Conditions for Removals and Warehousing

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 fees.
- (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 Conditions 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 authorized 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.

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- (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, acidly, 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. Designations 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.

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- (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 expenses 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 realization 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 provision 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:
 - (a) 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.
 - (b) 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.
 - (c) 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.

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- (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 authorized to accept the stored goods. The Warehouse Keeper is authorized, 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 obligated 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 goods 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

- (1) A removal is a service within the meaning of Section 312g (2) sentence 1 no. 9 German Civil Code. A statutory right of cancellation under Section 355 German Civil Code does not exist.
- (2) The Shipper may terminate the Removal Contract at any time.

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- (3) If the Shipper gives notice of termination, the Mover may either demand
- (a) the agreed carriage charges plus demurrage and the expensed 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;
 - (b) 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 no interest to the Shipper.

11. Venue

- (1) For legal disputes between merchants on the basis of the 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.
- (2) 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 Bundesverband Möbelspedition und Logistik (AMÖ) e.V. (German Federation of Movers and Logistic Companies) Schulstraße 53, 65795 Hattersheim
www.schlichtungsstelle-umzug.de

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