

**Important information concerning the liability  
of the removal firm including liability agreement and transport insurance  
in accordance with § 451g Commercial Code (HGB)**

**Area of application**

The carrier (called removal firm in the following text) is liable under the removal contract and the Commercial Code (Handelsgesetzbuch - HGB). For the transportation of removal goods with the destination outside of Germany, the same liability principles apply. This is also valid if various means of transportation are used.

**Liability principles**

The removal firm is liable for any damages arising from loss or damage to goods from the time of hand-over for delivery up to drop off or resulting from late deliveries (responsibility of care).

**Exemption from liability**

The removal firm is not liable as long as the loss or damage to the goods or the late delivery is based on circumstances which the removal firm could not avoid in spite of exercising utmost care and the consequences of which the removal firm could not prevent (unavoidable occurrence).

**Maximum amount of liability**

The liability of the removal firm due to losses or damages is limited to an amount of €620,00 per m<sup>3</sup> of loading space required to fulfil the contract. If the delivery deadline is exceeded, removal firm liability is limited to the figure equalling three times the value of the shipping costs. If the removal firm is responsible for damages in conjunction with the execution of the removal due to a breach of one of his contractual obligations, which have not arisen due to losses or damages to the removal goods or through late delivery, and the matter involves other damages than personal injury and damages to property, then liability in this cases is limited to three times the value of the amount which would be payable upon the loss of the goods.

**Special reasons for exclusion from liability**

The removal firm is exempted from liability as long as the loss or damage can be attributed to one of the following dangers:

1. Transportation of precious metals, jewellery, precious stones, money, stamps, coins, securities or documents.
2. Insufficient packing or labelling by the consignor.
3. Handling, loading or unloading of removal items by the consignor.
4. Transportation of goods in containers, which were not packed by the removal firm.
5. Loading or unloading of removal goods whose size or weight do not correspond with the spatial conditions at the loading or unloading site, as long as the removal firm previously notified the consignor of the danger of damages and the consignor insisted on the service being carried out.
6. Transportation of live animals or plants.
7. Natural of faulty condition (inherent vice) of the removals goods that easily result in damages caused in particular by breakage, functional faults, rust, internal damage or spillage.

If damages had occur which could have arisen from one of the dangers described in figures 1-7 according to the circumstances of the case, then assumption is made that the damage resulted due to these dangers. The removal firm may apply the Special Reasons for Exclusion from Liability if he has undertaken at the measures he was instructed to carry out and has observed the special instructions given.

**Compensation for lost value**

If the removal firm has to compensate for lost value due to the loss of goods, then the value at the time and place of hand-over for transportation must be replaced. In the case of damage to goods, the difference in value between the undamaged items and the damaged items must be replaced; in this case, it depends on the time and place of the hand-over of the items for transportation. As a rule, the value of removal items is based on their market price. In addition, the costs for ascertaining the damage must also be replaced.

**Non- contractual claims**

Liability exemptions and liability restrictions also apply for claims outside of the contract by the consignor or consignee against the removal firm due to losses or damages to the transported goods or due to late delivery.

**Cessation of liability exemptions and restrictions**

The liability exemptions and restrictions do not apply if the damage can be attributed to the removal firm acting or failing to act which the removal firm has done wilfully or recklessly, while being conscious that there was a high level of probability that damages could be incurred.

**Liability of staff**

If claims for damages due to extra-contractual liability due to loss damage of the removal goods of late delivery are made against one of the removal firms staff, then that party can also plead to be exempted from the liability and restrictions. This does not apply however if he has acted wilfully or recklessly or has been aware that damages were likely to be incurred.

**Performing removal firm**

In the event that the removal is carried out in its entirety or in part by a Third Party (performing removal firm), then he will be responsible for the damages resulting from loss or damages to the goods or through late delivery occurring while he is performing the shipment in a similar fashion as the removal firm. The performing removal firm can raise all objections to which the freight forwarding company is entitled under the freight agreement.

If persons belonging to the performing removal firm are used, then the clauses concerning liability of persons apply for them.

**Liability agreement**

The removal firm will draw the consignors attention to the possibility of agreeing coverage over and above that required by law subject of appropriate payment for this.

**Transportation insurance**

The removal firm will draw the consignor's attention to the possibility of insuring the goods subject to a separate premium to be paid.

**Notification of claims**

The following must be observed to avoid the lapsing of any claims for damages; inspect the goods upon delivery. for recognisable external damages or losses. Please note this on the delivery note or on a damage report specifying it or show these to the removal firm no later than the day after the delivery is made. The removal firm must be informed of any unrecognisable damages or losses within 14 days after delivery. General (unspecified) notifications of damages do not suffice under any circumstances. Claims due to late delivery lapse if the consignee does not notify the removal firm of the late delivery within 21 days after the agreed delivery date. To eliminate any loss of entitlement to the claim, notification must always be made in writing after delivery of the shipment and must occur within the specified time period. Notification of the claim for damages can also be done using a telecommunication device. A signature is not required if the issuer of the notification is recognisable through some other means Prompt dispatching of same suffices to adhere to the specified deadlines.

**Dangerous removal goods**

If dangerous goods are included in the removal goods (e.g. gasoline or oil), then the consignor is obliged to inform the forwarder of the nature of the dangers relating to the goods (e.g. danger of combustion, caustic liquids, explosive materials, etc.)

In the case of storage, the general storage conditions for the German Furniture Removals industry apply. These will be made available to the consignor, on request.

# General Terms Of Business (AGB)

## 1. Commissioning of a subcontractor

The removal firm can call upon a subcontractor in order to carry out the removal.

## 2. Additional services

The removal firm shall carry out his duties with the usual care of an orderly removal firm against the agreed payment and adhering to the interests of the consignor. Additional payments will be due in particular for unforeseeable services and expenses accrued on completion of the contract. The same applies in the event that the consignor increases the scope of services after agreeing the contract.

## 3. Gratuities (tips)

Gratuities may not be offset against the removal firm's invoice.

## 4. Reimbursement of removal costs

In as much as the consignor is entitled to a reimbursement of removal costs through an official agency or an employer, then he must instruct that party to pay the agreed and due removal costs less any deposits or part payments he may have paid directly to the removal firm open demand.

## 5. Security of particularly sensitive goods during transit

The consignor is under obligation to properly secure all moving or electronic components on highly sensitive devices such as washing machines, record players, televisions, radios and hi-fi systems, EDV systems for transit. The removal firm is under no obligation to check that the goods are properly secured for transportation.

## 6. Tradesman referrals

In the case of services through tradesman obtained through the removal firm, the removal firm is only responsible for making a careful selection.

## 7. Electrical and plumbing work

The staff of removal firm is not authorised to carry out any electrical, gas, dowel drilling or miscellaneous plumbing work, unless agreed otherwise.

## 8. Offsets

Offsets against monies due to the removal firm are only permitted in from of valid counter claims, which are undisputed or have been found to be legally enforceable.

## 9. Assignments

At the request of the person entitled to damages, the removal firm is obligated to assign his rights arising from an insurance contract taken out by him to the person entitled to damages.

## 10. Misunderstandings

The danger of misunderstandings arises out of other agreements than out of written order confirmations, the instructions and messages from the consignor and those to other parties concerning their acceptance of unauthorised persons involved with the removal firm will not be remover's responsibility.

## 11. Inspection by the consignor

The consignor is obliged to inspect the removal goods on pick-up to check that no goods or devices have been mistakenly taken or left behind.

## 12. Due date of agreed payment

In the case of domestic (inland) shipments, the invoice amount is payable before unloading is completed; for shipments abroad, these are due prior to commencing with loading, invoices are to be paid either in cash or by means of another similar acceptable form of payment. Cash disbursements (expenses) incurred in foreign currency must be paid based on the exchange rate calculated. If the consignor does not fulfil his payment duties, the removal firm has the right to retain the removal items or to store them after transit at the expense of the consignor. § 419 HGB (German Commercial Code) is applied here.

## 13. Store contract

In the case of storage, the general storage conditions for the German Furniture Removals industry apply. These will be made available to the consignor, on request.

## 14. Court of jurisdiction

The court situated in the area in which the acting furniture removal branch office is located is exclusively responsible for any legal disputes with fully qualified business people arising from this contract and for claims arising due to other legal reasons which are connected with the transport order. For legal disputes with non qualified business (private) persons, the exclusive jurisdiction applies only if the consignor moved his permanent residence abroad after completion of the contract or if the consignors place of residence is not know at the time when the complaint is filed.

## 15. Agreement Of German Law

All business is undertaken subject to German Law.