

# General Terms and Conditions for Household Goods Moving and Relocation Services and Storage

## NON-BINDING RECOMMENDATION OF BUNDESVERBAND MÖBELSPEDITION UND LOGISTIK E.V. (AMÖ) (GERMAN FEDERATION OF MOVERS AND LOGISTIC COMPANIES) -Version dated April 2014

### 1. Services

- 1.1. The Mover will perform his duties with the greatest care and upon protection of the interests of the Consignor against payment of the agreed fee.
- 1.2. If unforeseeable expenses arise during the performance of the contractual services, they must be reimbursed by the Customer, provided the Mover may hold them to be necessary in accordance with the circumstances.
- 1.3. If the Consignor expands the scope of performance after the conclusion of contract, the incurred additional costs must be paid in a reasonable amount.
- 1.4. Provided nothing to the contrary has been agreed, the Mover's personnel is not entitled to conduct any electrical, gas, drilling and other installment work. If work which is not part of the contract of carriage has been contractually agreed, liability is limited to EUR 50,000 per event of damages. This limitation of liability will not apply if the damage was caused by the intent or negligence of the Mover or his personnel or by the breach of major contractual duties, whereby the claims to compensation are limited in the latter case to foreseeable, typical damage. In the case of work performed by additionally procured craftsmen, the Mover will only be liable for making a careful selection.

### 2. Additional Cargo

The moving and relocation service may also be carried out as additional cargo.

### 3. Third-party Contracts

The Mover may appoint another haulier to carry out the moving and relocation service.

### 4. Tips

Tips will not be deducted from the amount of invoice.

### 5. Reimbursement of Moving and Relocation Costs

If the Consignor has a claim to payment for the costs of the moving and relocation against a third party, he will instruct the latter to pay the agreed price minus any advance payments or installments directly to the Mover upon equivalent demand.

### 6. Transport Protection/Advice Duty of Consignor

- 6.1. The Consignor is obliged to have movable or electronic parts, parts those of sensitive devices, expertly secured for transport.
- 6.2. The Mover is not obliged to check whether the transport protection has been carried out expertly.
- 6.3. If the removal goods include hazardous goods, the Consignor is obliged to inform the Mover in due time of the nature of the hazard emanating from the goods.

### 7. Set-off

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

### 8. Instructions and Notices

Instructions and notices by the Consignor regarding the transport must be addressed in text form exclusively to the contractor.

### 9. Verification by the Consignor

When collecting the removal goods, the Consignor is obliged to check that no items have been erroneously taken or left.

### 10. Due Date of the Agreed Fee

- 10.1. Unless otherwise agreed, the invoice amount must be paid in advance, i.e. for domestic transport before completion of delivery and for international transports prior to load. Payments can be made in cash or by prior bank transfers to the movers business account.
- 10.2. Out-of-pocket expenses in foreign currencies will be charged in accordance with the exchange rate established on the date of payment.
- 10.3. Should the Consignor fail to meet his payment obligation, the Mover will be entitled to stop the removal goods or store them after the commencement of transport at the Consignor's expense until the freight and the expenses incurred until such time have been paid. Should the Consignor still fail to meet this payment obligation, the Mover will be entitled to a realization of lien in accordance with the statutory provisions.
- 10.4. Section 419 German Commercial Code will apply accordingly.

### 11. Storage

The following provisions will apply in supplement for storage:

- 11.1. In the case of storage, the Customer is additionally obliged to advise the Mover of dangerous goods such as inflammable or explosive or radiating 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 storage facility and/or for other stored property and/or people which are supposed to be the object of the contract;
- 11.2. The Storage Company will generally perform the following services:
  - 11.2.1 Storage will be in suitable storage facility space belonging to the Storage Company or a third party; storage in appropriate moving trucks or containers is deemed to be equivalent. Should the Storage company store the goods at a third-party Storage Company, he must disclose the latter's name and the location of the storage facility to the customer in written form or, if a warehouse warrant has been issued, to mark this on the warrant.
  - 11.2.2 Upon storage, an Inventory of the property will be signed by the Customer and the Storage Company. The property will be labelled in numerical order. The number of containers will be recorded. The Storage Company may waive the

preparation of an inventory if the stored property is put into a container directly on the site of loading, the container is immediately sealed and it remains sealed during storage.

- 11.2.3. A copy of the Storage Contract and the Inventory will be handed out or sent to the Customer upon acceptance of the goods. In the case of partial storage, equivalent deductions will be made on the warrant and the inventory.
- 11.3. The Storage Company is entitled to surrender the stored property upon presentation of the Storage Contract, including the Inventory or an equivalent note of transcription contained in the Inventory unless the Storage Company is aware or fails to be aware because of his negligence that the person presenting the Storage Contract is not authorised to accept the stored property. The Storage Company is authorised, but not obliged, to check the proof of authority of the person presenting the Storage Contract.
- 11.4. The Customer is obliged to surrender the Storage Contract, including the Inventory, upon the delivery of the stored property and to issue a written acknowledgement of receipt. In the case of the partial delivery of the stored property, the Storage Company and the Customer will make corresponding deductions in written form on the Inventory and Storage Contract.
- 11.5. During the term of storage, the Customer is entitled to inspect the stored property on the Storage Company's premises during business hours. The appointment will be agreed in advance. The Storage Contract and the Inventory list must be presented at that time.
- 11.6. The Customer is obliged to inform the Storage Company in text form or in formal written form of any changes in his address without undue delay. He may not invoke the non-receipt of notices the Storage Company has sent to his last known address.
- 11.7. The Customer is obliged to pay the monthly storage fee to the Storage Company in advance by no later than the 3<sup>rd</sup> working day of each month. The storage fee for the following months is also due for payment without the issue of a separate invoice at the beginning of each month.
- 11.8. The Storage Company 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 Storage Company knows or remains unaware due to his own negligence that the signatures are forged or the signer is not authorised.
- 11.9. If a fixed term of the Contract has not been agreed, the parties may terminate the Contract upon observance of a notice period of one month in formal written form or in text form unless good cause exists which would justify a termination of the contract without observance of a notice period.
- 11.10. In the case of contracts with parties who are not consumers, the ALB (General Terms and Conditions of Storage of the German Furniture Removal Industry) are deemed to be agreed. They may be retrieved under [www.amoe.de/ALB](http://www.amoe.de/ALB).

## 12. Cancellation and Termination

- 12.1. A moving and relocation service 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.
- 12.2. The Consignor may terminate the Removal Contract at any time. If the Consignor gives notice of termination, where the termination is based on grounds that cannot be attributed to the Mover's area of risk, the Mover may either
- 12.2.1. 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;
- 12.2.2. or demand one-third of the agreed carriage charges as a flat-rate fee.

## 13. Venue

- 13.1. For legal disputes between merchants on the basis of this Contract and concerning claims on other legal grounds which are related to the Removal Contract, the court in whose district the branch of the Mover commissioned by the Consignor is located will have exclusive jurisdiction.
- 13.2. For legal disputes with parties other than merchants, the exclusive venue will only apply in the event that the Consignor has changed his place of residence or habitual abode to a foreign country or his place of residence or personal abode is unknown on the date of the filing of the complaint.

## 14. Choice of Law

German law will apply.

## 15. Data Protection

The Mover will apply the data provided by the customer to perform and settle the Contract. Where required for order fulfillment data will be disclosed to his servants and agents (*Erfüllungsgehilfen*). No disclosure will be made to other third parties. Upon the full settlement of the Contract and full payment, access to data for further use will be blocked and the data will be deleted upon the expiry of the periods under tax and commercial law regulations.

## 16. AMÖ Conciliation Board

- 16.1. In the event of differences of opinion with consumers under or in connection with this Contract which cannot be settled between the parties to the Contract, consumers are free to avail themselves of the AMÖ Conciliation Board in the event of a complaint. The Conciliation Board has been set up at

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

Schulstraße 53 - D-65795 Hattersheim

Tel.: 0049 (0) 6190 989813 - Fax: 0049 (0) 6190 989820

E-Mail: [info@amoe.de](mailto:info@amoe.de) - Internet: [www.amoe.de](http://www.amoe.de)

The AMÖ Conciliation Board may be contacted by consumers to reach a full or complete, preliminary or final settlement of a dispute according to the rules of procedure of the AMÖ Conciliation Board in the version applicable on the date of the initiation of the conciliation proceedings. The decision of the Conciliation Board is binding for the AMÖ mover, provided the subject matter of the complaint is allocated to the jurisdiction of the local courts under the German Judicature Act.

- 16.2. The application for the initiation of conciliation proceedings must be filed in text form.
- 16.3. The proceedings are free of charge for consumers.