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1. Loading and unloading

- (1) The contractor undertakes to load and unload, as well as to undertake the offered services in time and with due care.
- (2) If the customer partly undertakes to load or unload himself, he is liable to the contractor for any damages caused by his actions.
- (3) The customer warrants for the correctness of any his statements that are relevant to the contract.
- (4) The contractor is authorised to assign the order partly, or as a whole, to a second contractor for realisation.
- (5) The customer undertakes and assures not to have transported any substances that are explosive, inflammable, radioactive, self-inflammable, toxic, corrosive nor oils, fats or animals. If the customer packs himself, he will be liable for any damage and consequential damage due to prohibited, not declared consignments.

2. Later changes by the customer

- (1) The customer is authorised to change or expand any order. In particular, he may order the contractor to deliver the consignment to another place or to another recipient or to stop the consignment while it is on the way.
- (2) From this point of time the contractor will follow the instructions of the recipient. The recipient is only authorised to instruct the contractor to deliver the consignment partly, or in the whole, to another destination as agreed upon or to deliver to a third party.
- (3) If the recipient has instructed the delivery to third party, this third party on its part is not authorised to give instructions.
- (4) The customer is obliged to cover the costs of any later/additional change of order, as well as the costs generated by instructions of the recipient.
- (5) The contractor may refuse to perform an additional/later order, if this would obstruct his business or damage other customers.

3. Transport and delivery obstacles*

- (1) The customer undertakes, upon ordering, to inform and state to the contractor any known delivery obstacles.
- (2) In case of any transport obstacles, which can not be remedied immediately, as well as delivery obstacles, the contractor will promptly request instruction from the customer.
- (3) If the contractor is not instructed within a reasonable period of time, or should the instructions issued not be feasible, he may store the consignment at the expense of the customer.
The costs shall be at the expense of the customer.
*Transport obstacles can be: traffic jam, low bridges, Prohibition of access for HGV, pedestrian zone, bans on driving etc.
*Delivery obstacles can be: an invalid rent contract for the new apartment, too late delivery (because of disturbance of peace by night) etc.

4. Acceptance at unloading

- (1) The contractor is liable for the loss or damage of the transported goods, in so far, that these occur in the event of loading /unloading or during transport, this also applies to interim storage. The customer will check the integrity and the intactness of the goods after unloading and will confirm the completeness no known loss of the delivery by signature of the service attachment.
- (2) Upon the notice of receipt by the customer/recipient all claims against the contractor will expire in so far, as the notice of receipt does not contain a notification of claim with the exception of non-visible damage, further information under 7. Liability.

5. Damage event-insurance

- (1) In the event of any damage the contractor is entitled to remedy; if the customer objects the remedy, a second remedy is to be permitted within a reasonable respite.
- (2) Marginal damage, despite due diligence, are considered to be general operational risk, which has to be carried by the customer. Any claim of regarding the remedy of damages expires, in so far, that the furnishings are not high-value or brand new.
- (3) The contractor is obliged to resign any claims to the insurance upon wish of the customer; the customer is obliged to effect the damage to the insurance, if this is stated by the contractor.
- (4) In case the contractor/insurance is obliged, due to the contract, to replace the loss goods, the replacement shall be the market value, if this can not be established, the goods shall be replaced at the current market value for goods of the same kind and condition at the location of the delivery at the time of delivery.
- (5) In the event of any damage, the compensation shall correspond to the sales value in the damaged condition and the market value the goods would have had without the damage at delivery location and at the time of the delivery. The contractor will at the most pay half of the replacement value, but only if the time value is accordingly high. The compensation of the replacement value necessitates the proof of the sales date by the customer. If this is further back than 3 months, it is supposed that the compensation of the replacement value is excluded, unless a reinstatement policy has been agreed upon in the contract.
- (6) The contractor is authorised to compensate in token-money.
- (7) The retention of the customer in the event of any damage is 50 Euro. This is valid for both damage claims against the contractor/insurance, as well as for the case there is an existing transport insurance.

6. Invoice

- (1) The invoice of the services, insofar that a fixed price has not been agreed upon, will be established after the services have actually been performed. It is supposed to be agreed to charge every started hour including the approach and the departure.

- (2) The invoice amount, if not agreed upon otherwise, domestic transports is due before the end of unloading, if agreed upon it is due at the start of loading. In case of default, the contractor will be entitled to a lien on the transported goods, even if they have already been unloaded. The customer agrees that the reloading will be at his expense and on his account, if he does not pay the bill according to the contract.
- (3) If the invoice exceeds the given quotation, without the customer bearing any responsibility for this, the invoice will still be due immediately and will not affect the validity of the lien.
- (4) Upon the settlement of the invoice, the customer acknowledges the invoiced amount, except he remarks in writing on the receipt, why, in his opinion, the invoice is not correct.
- (5) If the contractor agrees to accept a remittance slip issued at the location, the customer warrants that the according account will be backed. In case of shortage, the customer declares in advance an irrevocable enforcement permission up to the limit of an available current credit. The same applies to a direct debit mandate.
- (6) The offset of the contractors invoice with any counterclaims, in particular with eventual claims is not valid.

7. Liability

- (1) The liability of contractors/insurance companies for the loss or damage of goods is limited to a maximum amount of 620 Euro per cubic metre needed to perform the transportation contract and limited by the maximum of the demonstrable replacement value or current market value contained in a transport insurance to be concluded in addition.
- (2) The contractor/insurance company are liable, if the damage was caused with intent or gross negligence.
- (3) The contractor is liable for evident loss, partly loss, or damage of goods, if these are brought to notice in writing within one day and are not due to general operational risk, as well as for:
(4) Damages that are not externally noticeable, if they are brought to notice in writing within 14 days and the customer is able to prove that it occurred during the incumbent performance of the contractor.
- (5) Out of wrong delivery or/and culpably not duly executed performance of contract. Consequential damage and damage due to infringement of the deadline are exempt.

8. Non warranty clause

- The contractor or his insurance company will not be liable for damages that are caused :
- (1) through the fault of the customer or other persons authorised to give instructions.
 - (2) by war or war-similar circumstances as well as measures by higher authority, in particular seizure.
 - (3) if the contractor acts with due diligence, any damages caused to goods packed in various containers. The same applies, if the customer has taken over the loading/unloading.
 - (4) due to the natural or faulty condition of the goods e.g. the dissolving of glued joints, the development of cracks and the aging of the varnish, oxidation, spoilage or leakage.
 - (5) during loading/unloading , if the contractor has notified the customer of the risk of damage and the customer has insisted against this advice.
 - (6) caused within the scope of normal operational procedures which do not or hardly affect the further use of the goods.
 - (7) The contractor will not be liable for consequential damage.
 - (8) The contractor will not be liable for damage to precious metals, jewelry, precious stones, cash money, stamps, coins, documents and certificates.
 - (9) If the contractor has acted with due diligence, he will not be liable for:
 1. function damage (impairment of serviceability) to electronic devices, such as washing machines, dish washers, radios, TV, and similarly sensitive devices as well as computers;
 2. damage to plants or animals;
 3. damages, due to goods that are explosive, inflammable, radioactive, self-inflammable, toxic, corrosive or caused by oils, fats or animals.
 - (10) The liability of the contractor is limited to material damage.

9. Non-contractual exclusion of liability

- (1) The exclusions and limitations are valid for all claims for compensation, regardless of the legal grounds of the claims.
- (2) Any agreements in contradiction to this provision shall not be valid. The claimant will have to submit written proof of any statements that state otherwise, oral covenants shall be invalid.
- (3) Should one of the provisions of this agreement become void, this shall not affect the validity of the remaining provisions.

10. Limitation of claim / Jurisdiction

- (1) Any claims deriving out of the relocation contract prescribe after one year.
- (2) The limitation period starts with the day of delivery of the consignment, in case of total loss three months after loading.
- (3) The limitation period will be interrupted by written notification of claim. If the contractor rejects the claim, the limitation period will commence from that day on, on which the contractor gives written notice of the rejection to the customer, at latest however if twelve months have passed since the assertion of the claim.
- (4) The place of jurisdiction will be Darmstadt.