

General Terms and Conditions of Contract

1. Subcontract with Other Forwarder

The furniture removal company shall be entitled to enlist the services of another freight carrier for the purposes of carrying out the removal.

2. Additional Services

The furniture removal company shall, against payment of the agreed fee, perform its obligations in the interests of the consignor with the due care that is taken by a diligent furniture removal company. Special services and expenses that were not foreseeable when the contract was signed shall also be payable. The same shall apply when the scope of services is widened by the consignor after the signing of the contract.

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 gross-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.

3. General shipment

The removal may also be carried out in consolidated consignments.

4. Tips

It shall not be permitted to offset tips against the furniture removal company's invoice.

5. Reimbursement of Removal Expenses

Insofar as the consignor is entitled to have relocation expenses reimbursed by a public or private sector employer, he/she shall instruct the latter to pay the agreed and due costs for the removal directly to the furniture removal company upon request, less any advance payments or partial payments.

6. Security of Particularly Fragile Goods

The consignor shall have movable or electronic parts of highly sensitive appliances (e.g. washing machines, record players, TVs, radios, hi-fis, IT systems) prepared correctly and securely for transport. The furniture removal company shall not be required to check whether items have been prepared correctly and securely for transport.

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. Instructions and Notices

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

8. Electrical and Installation Work

Unless otherwise agreed, furniture removal company workers shall not be authorized to perform electrical, gas, dowsing or any other kind of installation work.

9. Brokering tradespeople

With regard to the services provided by additional tradespeople brokered by the furniture removal company, the latter shall only be liable for selecting such persons with due care.

10. 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.

11. Assignment

The furniture removal company shall, at the request of the claimant, assign to the latter the rights to which it is entitled under the insurance policy that it has to take out.

12. Misunderstandings

The furniture removal company shall not bear the risk of misunderstandings arising from anything other than written order confirmations, instructions and communications on the part of the consignor or in the event that these are sent to furniture removal company workers who are not authorized to receive them.

13. Verification by the Consignor

When the removal goods are collected, the consignor shall check that no objects, equipment, etc., have been left behind or taken by mistake.

14. Due Date of Agreed Price

In the case of transports within Germany, the invoiced amount shall be paid before unloading has been completed; in the case of transports outside Germany, the invoiced amount shall be paid before loading begins. In both cases, payment shall be made in cash or by an equivalent means of payment. Cash payments in foreign currency shall be made in accordance with the invoiced exchange rate. If the consignor fails to honor his/her payment obligations, the furniture removal company shall be entitled to stop the operation or, if the transport has already commenced, to warehouse the goods at the consignor's expense.

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.

Section 419 of the German Commercial Code (HGB) shall apply here.

15. Termination or Withdrawal from Contract

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. Furthermore, the relevant provisions pursuant to section 415 of the German Commercial Code and section 346 ff of the German Civil Code shall apply in the event of cancellation of or withdrawal from the contract.

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 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; or demand one third of the agreed carriage charges as a flat rate fee.

16. Storage contract

The following provisions will apply in supplement for storage:

- 16.1 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;

16.2 The Storage Company will generally perform the following services:

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 The Customer is obliged to pay the monthly storage fee to the Storage Company in advance by no later than the 3rd 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.

16.8 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.

16.9 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.

16.10 In the case of contracts with parties who are not consum-

ers, 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.

17. **Court of Jurisdiction**

For legal disputes with registered traders arising from this contract and relating to claims from other legal grounds relating to this transport order, the sole jurisdiction will lie with the court with authority for the district in which the branch of the furniture removal company commissioned by the consignor is based. For legal disputes with persons who are not registered traders, this exclusive jurisdiction shall only apply if the consignor moves his/her place of residence or habitual abode abroad after the signing of the contract or if his/her residence or personal habitual abode is not known at the time at which the complaint is raised.

18. **Agreement of German Law**

German law shall apply.

19. **Data protection**

The furniture removal company shall use the data provided by the client to perform and process the order. It shall be possible to pass these data on to vicarious agents insofar as said data are required for the performance of the order. These data shall not be made available to third parties.

When the order has been performed and paid for in full, the data shall be blocked for any further use and deleted after expiration of all provisions according to tax and commerce laws. Both parties agree to fulfil the requirements of the applicable data protection regulations. The contractor obliges his employees comply with the relevant legal provisions for the protection of personal data and educates his employees to that effect. Both parties will pay special attention to the practical implementation in the case that data protection law contains special principles which are mandatory for the provision of the service (for example, compliance with the data protection-friendly implementation of technical requirements by Privacy by design or Privacy by default).

If the realization of a service provided by the contractor is associated with activities for which the conclusion of a processing contract in accordance with the applicable data protection provisions (for example within the meaning of Art. 28 of the General Data Protection Regulation (GDPR)) is required, such a contract must be negotiated and concluded between the parties. In any case, personal data have to be treated confidentially by the contractor.

For more details on the handling with personal data by our Company, please visit our data protection policy <https://www.dbschenker.com/de/datenschutz>.

20. **AMÖ Conciliation Board**

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 - Internet: www.amoe.de

This ruling shall not be binding for the AMÖ removal company. In the event that no final settlement is reached, normal legal action may be pursued.