

General Terms and Conditions for Household Goods Moving and Relocation Services



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 fee.
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 reimbursed.

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 arranged.

4. Tips

Tips will not be deducted from the amount of invoice.

5. 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 Section 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. 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 inflammable or explosive, radioactive, prone to spontaneous combustion, or are poisonous, corrosive, 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.

6. Electrical and Installation Work

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.

7. Provision of Craftsmen

In the case of work performed by additionally procured craftsmen, the Mover will only be liable for making a careful selection.

8. 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.

9. Instructions and Notices

Instructions and notices by the Shipper regarding the transport must be addressed in text form exclusively to the commissioned Mover.

10. Designation of the Removal Goods

The Shipper is responsible for designating the removal goods.

11. Misunderstandings

The Mover will not be responsible for the risk of misunderstandings relating to confirmations of contract, instructions and notices by the Consignor not made in writing or made to the workers of the Mover not authorized to accept such declarations.

12. 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 invoice.

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 expense 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. Section 419 German Commercial Code will apply accordingly.

13. Warehousing

In the case of storage, the General Terms and Conditions KRUMPF Warehousing Services (GTCW) will apply and will be provided to the Consignor at his request.

14. Cancellation and Termination

1. A removal is a service within the meaning of Section 312 g (2) sentence 1 no. 9 German Civil Code. A statutory right of withdrawal under Section 355 German Civil Code does not exist.
2. The Shipper may terminate the Removal Contract at any time.
3. If the Shipper gives notice of termination, the Mover may either demand
 - a. 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;
 - b. or one-third of the agreed carriage charges as a flatrate 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 of no interest to the Shipper.

15. Venue

1. For legal disputes between merchants based on this 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, Section 30 German Code of Civil Procedure applies.

16. Choice of Law

German law will apply.

17. Data Protection

The privacy policy of the Mover applies for the processing of personal data.

18. AMÖ Conciliation Board

The commissioned Mover is obliged 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