

# Important Information on the Liability

of the Furniture Removal Firm, including

Liability Agreement and Furniture-in-transit Insurance under Sec. 451g German Commercial Code (HGB)

## Scope

The forwarder (hereinafter referred to as the "Furniture Removal Firm") is liable under the Furniture Removal Contract and the German Commercial Code (HGB). These same liability principles apply for the transport of removal goods to a destination outside of the Federal Republic of Germany. This is also the case even if different types of means of transport are used.

## Liability Principles

The Furniture Removal Firm is liable for damage incurred because of the loss of or damage to the removal goods in the period from the acceptance of such goods for conveyance to their delivery or if the delivery period has been overrun (duty to exercise proper care).

## Exclusion of Liability

The Furniture Removal Firm is released from its liability if the loss of or damage to the removal goods or the failure to comply with the delivery period is based on circumstances which the Furniture Removal Firm would have been unable to prevent even when using the greatest possible care (inevitable circumstance beyond anyone's control).

## Maximum Liability

The liability of the Furniture Removal Firm for loss or damage shall be limited to the amount of **EUR 620,00 per cubic metre cargo space** required for performing the contract.

The liability of the Furniture Removal Firm for delayed delivery dates shall be limited to three times of the amount of freight.

Should the Furniture Removal Firm be liable for the breach of a contractual obligation in connection with carrying out the removal for a loss not caused by the loss of or damage to the removal goods or because of the failure to comply with delivery dates, and if this is a loss other than property damage or personal injury, liability shall be limited in such cases to three times the amount which would have been paid for the loss of the goods.

## Special Grounds for Excluding Liability

The Furniture Removal Firm shall be exempted from liability if the loss or damage is attributable to one of the following risks:

1. transport of precious metals, jewels, precious stones, money, stamps, coins, securities or documents;
2. insufficient packaging or labelling by the sender;
3. handling, loading or unloading of the removal goods by the sender;
4. transport of goods not packed by the Furniture Removal Firm in containers;
5. loading and unloading of removal goods whose size or weight does not correspond to the size of the available space at the point of loading or unloading if the Furniture Removal Firm has advised the sender of the risk of damage in advance and the sender has insisted that performance be rendered;
6. transport of livestock or of plants
7. the natural or defective condition of the removal goods which means that they will be easily susceptible to damage, particularly breakage, malfunctions, rust, internal decay or leakage.

If damage has occurred which could have been caused by one of the circumstances listed in items 1 - 7 above, it shall be assumed that the damage has occurred because of such risk. The Furniture Removal Firm may only claim the special grounds for the exclusion of his liability if he has undertaken all of the measures required under the circumstances and has complied with special instructions.

## Compensation of Value

If the Furniture Removal Firm must pay damages for the loss of removal goods, the value at the location and time of the acceptance of the goods for transport shall be paid. In the event of damage to the goods the difference between the value of the undamaged goods and the value of the damaged goods shall be paid. The value at the location and time of the acceptance of the goods for transport shall govern such determination. The value of the removal goods shall be generally determined by the market price. In addition, the costs of assessing the damage shall be paid.

## Non-contractual Liability

The exemptions from and restrictions of liability shall also apply for non-contractual liability claims of the sender or the recipient against the Furniture Removal Firm for the loss of or damage to the removal goods or for the failure to comply with delivery dates.

## Inoperation of Exemption from Liability and Limitation of Liability

The exemptions from and limitations of liability shall not apply if the damage is attributable to acts or omissions committed intentionally or recklessly by the Furniture Removal Firm in the awareness that damage will most likely occur.

## Liability for Workers

If damage claims are raised under non-contractual liability against one of the Furniture Removal Firm's workers for the loss of or damage to the removal goods or the failure to comply with delivery dates, such worker may also invoke the aforementioned exemptions from and limitations of liability. This shall not apply if he acted intentionally or recklessly in the awareness that damage will most likely occur.

## Performance by Other Furniture Removal Firm

If all or part of the removal is performed by a third party (other Furniture Removal Firm), it shall be liable for damage caused by the loss of or damage to the removal goods or the failure to comply with delivery dates during the transport conducted by it in the same manner as the Furniture Removal Firm. The other Furniture Removal Firm may raise every defence to which the Furniture Removal Firm is entitled under the removal contract.

If claims are made against the workers of the other Furniture Removal Firm, the terms governing liability shall apply for such workers.

## Liability Agreement

The Furniture Removal Firm hereby advises the sender of the possibility of entering into an agreement for more extensive liability than is provided for under statute upon the payment of a fee.

## Furniture-in-transit Insurance

The Furniture Removal Firm hereby advises the sender of the possibility of insuring the removal goods against payment of a separate premium.

## Notice of Loss

**In order to prevent the forfeiture of claims**, the following must be observed:

Inspect the removal goods upon delivery for **any visible damage or loss**. Please specify these in the acknowledgement of receipt or in a record of damage or report them no later than the day after delivery to the Furniture Removal Firm.

**Damage or loss not obvious** must be reported in detail to the Furniture Removal Firm within 14 days of delivery.

In no event shall general reports of damage be sufficient.

**Claims for the failure to comply with delivery dates** shall expire if the recipient has not reported the delay to the Furniture Removal Firm within 21 days of delivery.

If notice has been given after delivery, it must in any event be in writing and have been given within the prescribed periods to avoid the forfeiture of claims. Notices of damage may be transmitted using telecommunication facilities. No signature is required if the identity of the sender is recognizable in another form.

The timely sending of the notice is sufficient for complying with notice periods.

## Dangerous Removal Goods

If dangerous goods (e.g. petrol or oil) comprise some of the removal goods, the sender is obligated to notify the Furniture Removal Firm in a timely manner of the nature of the hazard emanating from the goods (e.g. fire hazard, corrosive liquids, explosive materials, etc.)