

## Terms and conditions

### 1. Commissioning of other carriers

The moving company is authorised to assign other carriers to execute the relocation.

### 2. Extra services

The moving company preserves the customer's rights while executing its order against the agreed payment. Regarding the traffic rules, this will be done in a way that is standard for moving companies. In addition the customer has to pay for extra services and expenditure which have not been foreseeable when fixing the contract. The same applies if the customer broadens the scope of services after signing the contract.

### 3. Consolidation

The move can be conducted by using a consolidation

### 4. Tips

Tips can't be charged with the bill of the moving company.

### 5. Compensation of relocation costs

Claiming a compensation of relocation costs from an agency or an employer the customer has to instruct this office to pay the moving company directly. This refers to the payment that is agreed and payable minus related prepayments or instalments.

### 6. Transport securing measures

The customer is obliged to secure moving or electronic parts of sensitive devices (e.g. washing machines, turntables, TV, radios, entertainment cabinets or IT equipment) properly for transport. The moving company is not obliged to check customer's safety measures.

### 7. Electrical installations and wiring

If nothing else is agreed, the moving company staff, is not allowed to conduct electrical, gas, plugging or other plumbing works.

### 8. Brokering of craftsmen

The moving company is not liable for services of brokered craftsmen but for the careful selection.

## 9. Offsetting

It is only acceptable to offset against moving company claims if payable counterclaims are legally decided or uncontested.

## 10. Assignments

If the moving company has to close insurance contracts it is obliged to assign the dues to the beneficiary of replacements.

## 11. Misunderstandings

The moving company isn't responsible for misunderstandings coming from other sources than written order confirmations, instructions or announcements of the customer. This includes non-authorised staff of the moving company.

## 12. Verification by the customer

On collection the customer is obliged to verify that objects and movables are not abandoned or taken along by mistake.

## 13. Due date for the agreed payment

For inland transport the amount of invoice is payable before unloading. For moves to or in foreign countries time of payment is before loading. It is to be paid in cash or via equal means of payment. Cash expenditure in foreign currencies is payable by taking the deducted exchange rate. The moving company is entitled to stop the move or to store the all objects and movables at the expense of the customer if he doesn't comply with his financial obligations. § 419 applies.

## 14. Cancellation of contract

Item 6.6 DIN EN ISO 12522-1 is replaced by respective regulations of the BGB and HGB, especially by §§ 415 HGB and 346 ff BGB.

## 15. Warehousing contract

In case of warehousing the "Allgemeine Lagerbedingungen des Deutschen Möbeltransports (ALB)" pertain. This text will be provided on the customer's request.

## 16. Place of jurisdiction

For civil disputes with general merchants about this contract or about titles for other legal foundations the court within the district of the customer's branch office is exclusively responsible. For civil disputes with others, the exclusive responsibility applies only if the

customer moves his place of residence into foreign countries or if his place of residence is unknown during the commencement of the proceedings.

#### 17. Choice of law

The German law is to apply.

#### 18. Costs of non-use

If the customer cancels a contract and according to § 649 BGB, 1/3 of the agreed amount is due. This is the case if the moving company doesn't prove a higher claim than 1/3 of the agreed amount (effective 2002-06-21).