

General Terms of Business (AGB)

- 1. Commissioning of a Subcontractor**
The removal firm can call upon a subcontractor in order to carry out the removal.
- 2. Additional Services**
The removal firm shall carry out his duties with the usual care of an orderly removal firm against the agreed payment and adhering to the interests of the consignor. Additional payments will be due in particular for unforeseeable services and expenses accrued on completion of the contract. The same applies in the event that the scope of services is increased by the consignor after agreeing the contract.
- 3. Combined Transport**
The removal can be transported in combination.
- 4. Gratuities (Tips)**
Gratuities may not be offset against the removal firm's invoice.
- 5. Reimbursement of Removal Costs**
Inasmuch as the consignor is entitled to a reimbursement of removal costs through an official agency or an employer, then he must instruct that party to pay the agreed and due removal costs less any deposits or part payments he may have paid directly to the removal firm upon demand.
- 6. Security of particularly sensitive Goods during Transit**
The consignor is under obligation to properly secure all moving or electronic components on highly sensitive devices such as washing machines, record players, televisions, radios and hi-fi systems, EDV systems for transit. The removal firm is under no obligation to check that the goods are properly secured for transportation.
- 7. Electrical and Plumbing Work**
The staff of the removal firm is not authorised to carry out any electrical, gas, dowel drilling or miscellaneous plumbing work, unless agreed otherwise.
- 8. Tradesman Referrals**
In the case of services through tradesman obtained through the removal firm, the removal firm is only responsible for making a careful selection.
- 9. Offsets**
Offsets against monies due to the removal firm are only permitted in the form of valid counter claims which are undisputed or have been found to be legally enforceable.
- 10. Assignments**
At the request of the person entitled to damages, the removal firm is obligated to assign his rights arising from an insurance contract taken out by him to the person entitled to damages.
- 11. Misunderstandings**
The danger of misunderstandings arising out of other agreements that out of written order confirmations, the instructions and messages from the consignor and those to other parties concerning their acceptance of unauthorised persons involved with the removal firm will not be remover's responsibility.
- 12. Inspection by the Consignor**
The consignor is obliged to inspect the removal goods on pick-up to check that no goods or devices have been mistakenly taken or left behind.
- 13. Due date agreed of payment**
In the case of domestic (inland) shipments, the invoice amount is payable before unloading is completed; for shipments abroad, these are due prior to commencing with loading. Invoices are to be paid either in cash or by means of another similar acceptable form of payment.
Cash disbursements (expenses) incurred in foreign currency must be paid based on the exchange rate calculated. If the consignor does not fulfil his payment duties, the removal firm has the right to retain the removal items or to store them after transit at the expense of the consignor. § 419 HGB (German Commercial Code) is applied here.
- 14. Cancellation resp. rescission of the Contract**
In case of cancellation or rescission of the contract the relevant stipulations of §§ 415 HGB, 346 ff BGB (German Civil Code) apply.
- 15. No Right of Rescission**
For Removals this concerns services as defined by § 312 g section 2, sentence 1 of No. 9 BGB. No right of rescission exists according to § 355 BGB
- 16. Place of Jurisdiction**
The court situated in the area in which the acting furniture removal branch office is located is exclusively responsible for any legal disputes with fully qualified business people arising from this contract and for claims arising due to other legal reasons which are connected with the transport order. For legal disputes with non qualified business (private) persons, the exclusive jurisdiction applies only if the consignor moved his permanent residence abroad after completion of the contract or if the consignor's place of residence is not know at the time when the complaint is filed.
- 17. Agreement Of German Law**
All business is undertaken subject to German Law.