

# TERMS OF SERVICE

DACHSER & KOLB GmbH & Co. KG

Status: 01.01.2023

# DACHSER & KOLB

General Terms and Conditions DACHSER & KOLB GmbH & Co. KG Relocation Logistics

## § 1 Scope of Application

1. DACHSER & KOLB operates on the basis of the General Terms and Conditions of DACHSER & KOLB GmbH & Co. KG.
2. With respect to transportations and services which are based on a moving contract within the meaning of § 451 HGB, the General Terms and Conditions as well as the liability information for the logistics company pursuant to § 451g HGB, apply. See below.
3. In the area of the transportation of goods, which are not removal goods in the sense of §451 HGB, in particular with the execution of new furniture transportation within the new furniture logistics as well as furniture transportation and small transports (additional loads) the general German Forwarding Agent Conditions ADSp, the latest version shall always apply. Subsequently, the agreed contract terms for furniture logistics shall also apply in this respect.
4. With regards to the execution of Warehousing Logistics Services, the contractual Terms and Conditions for Warehousing Logistics shall additionally apply.
5. The General Terms and Conditions of our customer shall not be applicable.

## § 2 Cost estimate, Invoice

1. The removal company (hereinafter also referred to as „Dachser & Kolb“, „contractor“ or “we”) fulfils its obligations while respecting the interests of the sender with the care and attention of a prudent removal firm for payment of the agreed fee. In addition, special services and expenses that are not foreseeable when signing the contract are payable.
2. Any services that are not agreed, planned, foreseeable or required at the time of signing the contract, which must be carried out in the interest of the client as well as benefits due to subsequent instructions of the principal or his representative shall be remunerated additionally.
3. Costs for taxes, fees, taxes, road tolls, ferry fares, permits, fares, etc. are to be paid additionally.
4. Billing is, unless otherwise agreed, according to actual expenditures and consumption, time spent travelling also counts as working time.
5. Charges have been calculated based on information from the customer. In order to calculate, loading will be carried out in a specified loading area that is required for the transport of goods, but not less than the agreed loading space.
6. Furthermore, the recommended AMÖ tariffs for German removal transportation of AMÖ shall be the basis for the calculation of the fee, unless otherwise agreed in writing.
7. Operating times for arrival and departure times for loading and unloading as well as transport times between loading and unloading points shall be calculated. Calculation of the operating time is done per hour or part thereof.
8. An estimate is only valid when the actual deliverables or service provided corresponds to the estimate. If the customer gives instructions to the removal firm or its employees, which require additional service delivery, this will constitute a contract extension. The cost estimate is therefore no longer valid.

## § 3 Payment terms for the agreed fee

1. The invoice is to be paid in full on domestic shipments before unloading, and before loading on foreign shipments, payable by cash or by cheque.
2. The removal firm is entitled to demand after the contract has been signed a deposit of 80% of the agreed gross invoice total for domestic relocations and 100% for international relocations. Payment is due immediately upon receipt of the invoice.
3. Taxes, fees and charges, which must be paid before the performance of the contract by the removal firm, such as customs fees, charges for arranging a stopping zone, etc., are also payable before the start of performance of the contract to the removal firm.
4. If a payment has been agreed and it is not made or is not made on time, the Contractor may withdraw from the contract. The customer is liable for any expenses incurred as a result of statutory provisions.
5. The customer states that he placed an order at the insured agreement of the non undersigning partner and has been entrusted with the contract by the authorised person.
6. If the customer or the sender does not comply with his obligation to pay, the contractor is entitled to suspend performance until payment has been made in full.  
In this case, the contractor is entitled to charge for the storage of the goods for removal.

## § 4 Collective transport

The move may also be carried out using collective transport.

## § 5 Assignment of an alternative carrier

The removal firm may select alternative carriers and service providers to carry out the move.

## § 6 Reimbursement of removal expenses

1. Unless the sender is entitled to be reimbursed for relocation expenses by a department or an employer, he is obliged to pay the agreed and due reloca-

tion expense reimbursement, fewer prepayments or partial payments on the corresponding request directly to the removal firm.

2. The customer remains liable for costs until the full claim is in effect, even in the case of total or partial reimbursement by third parties, in particular by legal entities governed by public law (Federal Employment Agency).
3. The customer enters his claim for relocation expenses in advance with the Federal Employment Agency to the Contractor (Dachser & Kolb), as provided by the conditions of § 54 para 2 of the SGB (Code of Social Law).

## § 7 Insurance for the transportation of particularly fragile goods

The sender is obliged when moving or electronic parts with highly sensitive devices such as washing machines, turntables, TV, radio, hi-fi and computer equipment to make these secure for transportation professionally. The removal firm is not obliged to check that items are correctly secured.

## § 8 Determination of suppliers

For the service, the removal firm is liable only for the careful selection of determined additional suppliers.

## § 9 Electrical and installation work

If the contractor is awarded Electrical, gas, plugging, plumbing or other installation work, they shall be liable for any legal reasons whatsoever – only

- a) intentionally,
- b) as a result of the gross negligence of the owner / organs or executives,
- c) as a result of culpable injury to life, body, health

## § 10 Compensation

Compensation by the removal firm for claims is only permitted only against counter claims which are undisputed or legally determined.

## §11 Revocation, Withdrawal or Termination

1. A removal is a service in the sense of §312g Abs. 2 Satz 1 Nr. 9 BGB. According to §355 BGB there is no statutory right of withdrawal.
2. The customer can revoke or withdraw the contract of removal at any given time, see §415 Abs. 1 HGB. If the customer communicates the withdrawal or termination of the contract, he/she shall be liable to indemnify the contractor for all services rendered up to that point. In general, the Contractor shall be entitled to claim a lump payment for damages or compensation for a diminution in value of up to one third of the agreed freight (Dead Freight) in accordance with §415 HGB (German Commercial Code). It is in this case, the Customer has the explicit right to prove that no damage or a diminution in value has occurred at all or that the damage or diminution in value is significantly lower than the lump sum amount being claimed.

## § 12 Rescission by the contractor

The contractor reserves the right to withdraw or demand collateral for delivery, if after the contract has been signed by the customer, a deterioration of assets, in particular insolvency or over-indebtedness occurs, or if an existing deterioration of the customer's assets is discovered retrospectively upon conclusion of the contract.

Expenditure incurred by the contractor in reliance on contract expenses must be repaid by the customer.

## § 13 Misunderstandings

The risk of misunderstanding other than written order confirmations, transfers and notifications from the sender and similarly others to its acceptance from unauthorised people from the removal firm, the latter cannot be held responsible.

## § 14 Disclaimer

The removal firm is exempt from liability, if the loss, damage or delay in delivery is due to circumstances that are cannot be avoided by the removal firm, even with the greatest of care, and their consequences could not be avoided (inevitable event).

## § 15 Special liability exclusions

The removal firm is exempt from liability if the loss or damage is as a result of the following hazards:

1. Transport of
  - a. Precious metals, jewellery, gemstones, money, stamps, coins, securities or certificates.
  - b. Art, works of art or antiques.
  - c. Animals, parts of protected animals or objects that were derived from materials from protected animals.
  - d. Plants.
  - e. Fresh and perishable food.
  - f. Drugs and narcotics.
  - g. Explosive substances, explosives, ammunition.
  - h. Pornographic material.
  - i. Any hazardous materials, especially chemicals, flammable, corrosive and radioactive substances and materials.
2. Transport of data media of any kind, in particular, data carriers with digital information.

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3. Inadequate packaging or marking by the consignor.
4. Provision of packaging material by the sender, which does not meet requirements, in particular, the support and protection qualities of ordinary transport packaging.
5. Treating, packaging, loading and unloading of household goods by the consignor.
6. Transport of goods which have not been packaged by the removal firm.
7. Loading or unloading of removal goods, the size or weight of which does not correspond to the spatial conditions at the loading or unloading point, if the removal firm previously indicated the risk of damage to the sender, but the sender has insisted on the removal taking place.
8. The natural or faulty condition of household goods, which may consequently easily suffer damage, especially through breakage, malfunctions, rust, decay or leakage.

In the event of the occurrence of an injury, which can be attributed to one of the risks referred to in paragraphs 1-8 on the circumstances of the case, it is presumed that the damage has arisen from this danger.

The removal firm can only invoke the special liability exclusion if he has taken all measures and special instructions incumbent on him.

### § 16 Dangerous goods

For the carriage of dangerous goods (for example, petrol or oils), the sender is required to indicate to the removal firm what the nature of the danger of the goods comprises (for example, flammability, corrosive liquid, explosives, etc.).

### § 17 Non-contractual claims

The liability exemptions and limitations of liability shall also apply to a non-contractual claim by the consignor or consignee against the removal firm for loss or damage of household goods or any delay in delivery.

### § 18 Review by the sender, obligation to cooperate

Upon collection of goods for removal, the sender is obliged to check that no object or equipment is taken by mistake or is left behind. At the unloading point, the customer must ensure that the unloading can be carried out immediately. The cost of any delay is at the customer's expense.

### § 19 Delivery terms

Any agreements on delivery times can only be made in writing. Verbal agreements are not valid. In the event of circumstances and hindrances that are outside the control of the removal firm, but are attributable to the consignor / principal to exceed an agreed delivery time, it is not the responsibility of the removal firm. No delivery time can be agreed for partial loads.

### § 20 Insurance

1. The removal firm is liable under the removal contract and the provisions of the Commercial Code. The customer must check whether he should take out an additional liability agreement and / or requires transport insurance. In the event that the customer is not subject to the legal liability of § 451 of the Commercial Code, he should request this again.
2. The customer must provide all records and documents necessary for the identification of damage, to determine the cause the damage and to determine the extent of damage to the removal firm. Without all the necessary documents there is no obligation for the removal firm and its insurance to complete the process of the indicated damage claim.
3. Offsetting the transport fee against the service fee for services rendered with compensation for damage is excluded.

### § 21 Law and Jurisdiction

1. German law is applicable.
2. If the customer is a buyer, legal entity under public law or a special public fund, or it has its headquarters outside Germany, then Kempten (Allgäu) is the exclusive national and international jurisdiction for all contractual or other disputes arising from this contractual relationship. The exclusive jurisdiction of Kempten courts precludes the legal jurisdiction of other jurisdictions on the grounds of personal or material connection. The customer is not entitled to make counter-claims to make a claim or a right of retention before any other competent court than Kempten. We can make our rights and claims against the customer and his domicile or make a claim in any other court which has jurisdiction under national or international rules.

### § 22 Severability Clause, Partial ineffectiveness

If some provisions of this contract are invalid or not enforceable or become invalid or unenforceable after the contract has been signed, the validity of the remaining provisions shall not be affected.

1. A valid and enforceable provision should replace the invalid or unenforceable provision, that has the closest possible economic objectives for the parties, had they followed the invalid or unenforceable provision.
2. The above provisions will apply in the event that the contract proves to be incomplete. § 139 of the Civil Code (BGB) is not applicable.

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### Liability Information for the removal firm according to § 451g of the Civil Code (HGB).

#### Scope of application

The carrier (hereinafter referred to as removal firm) will adhere to the removal contract and the Commercial Code (HGB). For the transport of removal goods to and from locations outside Germany, the same liability principles apply. This also applies if various means of transport are used.

#### Principles of liability

The removal firm is liable for any damage caused by the loss or damage of removal goods from the time of pick up for transport until delivery or delay in delivery (care liability).

#### Limit of liability

The removal firm is liable for loss or damage of up to a sum of € 620.00 per cubic metre of storage space, which is required to fulfil the contract. For delayed delivery, the removal firm's liability is limited to three times the amount of cargo. If the removal firm is liable for a breach associated with the contractual obligation for damages that are not caused by the loss or damage to the household effects or by exceeding the delivery time move, and it is damage other than personal injury and damage, the liability, in this case, is capped at three times the amount that would be payable in the case of the loss of the goods.

#### Compensation

If the removal firm has to pay compensation, the value must be replaced at the place and time of acceptance for carriage. The value of household goods shall be governed by the market price as a rule. In addition, all costs of damage assessment are to be replaced.

#### Legal right to recover damages

If the removal firm needs to replace the full time or replacement value in the case of damage, he must claim for the damaged property.

#### Disclaimer

The removal firm is exempted from liability so long as the loss, damage or delay in delivery is due to circumstances that cannot be avoided by the removal firm, even with the greatest of care and their consequences could not be avoided (inevitable event).

#### Special liability exclusions

The removal firm is exempt from liability if the loss or damage is as a result of the following hazards:

1. Carriage of precious metals, jewellery, gemstones, money, stamps, coins, securities or certificates.
2. Inadequate packaging or marking by the consignor.
3. Handling, packaging, loading and unloading of household goods by the consignor.
4. Transport of goods that have not been packed in containers by the removal firm.
5. Loading or unloading of removal goods, the size or weight of which does not correspond to the spatial conditions at the loading or unloading point, if the removal firm previously indicated the risk of damage to the sender, but the sender has insisted on the removal taking place.
6. Transport of living animals and plants.
7. The natural or faulty condition of household goods, which may consequently easily suffer damage, especially through breakage, malfunctions, rust, decay or leakage.

The removal firm can only invoke the special liability exclusion if he has taken all measures and special instructions incumbent on him.

#### Non-contractual claims

The liability exemptions and limitations of liability shall also apply to a non-contractual claim by the consignor or consignee against the removal firm for loss or damage of household goods or for any delay in delivery.

#### Cancellation of liability exemptions and limitations

Liability exemptions and limitations shall not apply if the damage results from an act or omission carried out by the removal firm intentionally or recklessly and with knowledge that damage would probably result.

#### Personal liability

Where claims for damages arise from non-contractual liability for loss or damage of household goods or for exceeding the delivery time and are against one of the people from the removal firm, this person can rely on the liability exemption and limitation. This is the case even if he has acted intentionally or recklessly with knowledge that damage would probably result.

#### Executive removal firm

If the move is carried out entirely or partly by a third party (executive removal firm), this company is liable for damage caused by loss or damage to goods or delay in delivery during transport carried out by him in the same way as the removal firm. The executive removal firm can assert all objections intended for the removal firm relating the contract of carriage. The removal firm and executive removal firm are jointly and severally liable. If people from the executive removal firm are contracted, the provisions on personal liability apply.

Liability Agreement The removal firm will indicate to the sender the possibility of agreeing on more than the statutory liability limit against payment of an appropriate fee.

#### Transport insurance

The removal firm will indicate to the sender the possibility of insuring the goods against payment of a special bonus.

#### Damage display

To prevent the expiry of compensation claims, please note the following. The sender is obliged to inspect the goods immediately upon delivery for visible damage or loss. This must be recorded on the specified delivery receipt or a damage record sheet and be reported to the removal firm at the latest the day after delivery. Damages or losses that are not externally visible damage which are only discovered by the sender when unpacking the transported goods, must be reported to the removal firm within 14 days after delivery. A complete damage report is sufficient in any case. Claims for missing deadlines expire if the recipient at the removal firm does not report them within 21 days of delivery. If there is a complaint after delivery, it must - in order to prevent the loss of entitlement - in any event be made in writing and within the limits set out. Timely sending is required to comply with the deadline.

#### Dangerous goods

For the carriage of dangerous goods (for example, petrol or oils), the sender is required to indicate to the removal firm what the nature of the danger of the goods comprises (for example, flammability, corrosive liquid, explosives, etc.).