

## TERMS OF SERVICE

DACHSER & KOLB GmbH & Co. KG

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# DACHSER & KOLB

### 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.).