

Important information regarding the liability of the furniture removal company including liability agreements and transport insurance

Application area

The freight carrier (hereinafter referred to as “furniture removal company”) shall be liable in accordance with the removal contract and the German Commercial Code (HGB). The same principles of liability shall apply for transports of removal goods from and to places outside Germany. This shall also be the case when different types of transport are used. The liability provisions apply accordingly for storage where the Customer is a consumer.

Principles of liability

The furniture removal company shall be liable for the damages incurred as a result of loss of or damage to the removal goods in the time from the handover for transport up until the delivery or as a result of failure to meet the agreed delivery deadline (duty of care liability).

Maximum Liability

The furniture removal company’s liability for loss or damage shall be limited to max. EUR 620 per cubic meter of the loading space required to perform the contract. In case of damage to or loss of goods while storage the furniture removal company liability is limited to max. EUR 620 per cubic meter of the total volume required for storage

In the event of failure to meet the agreed delivery deadline, the furniture removal company’s liability shall be limited to three times the value of the freight.

In the event that the furniture removal company is, as a result of a breach of a duty in connection with the performance of the removal, liable for damages that are not incurred through the loss of or damage to removal goods or through failure to meet an agreed deadline, and if this concerns damages other than damage to property and persons, liability shall be limited to three times the amount that would be payable in the event that the goods were lost.

Compensation

If the furniture removal company must pay damages for loss of goods, compensation shall be equivalent to the value of said goods at the place and time of the handover for transport. If the goods are damaged, compensation shall be equivalent to the difference between the value of the damaged goods and the value of the undamaged goods at the place and time at which the goods were handed over for transport. The value of the removal goods shall generally be determined by the market price. Costs incurred in assessing the damage shall also be reimbursed.

Exclusion of liability

The furniture removal company shall be exempt from liability insofar as the loss, damage or missed deadline is due to circumstances that the furniture removal company could not have avoided even by exercising the utmost diligence and the consequences of which he would not have been able to prevent (inevitable event).

Special Grounds for Excluding Liability

The furniture removal company shall be exempt from liability insofar as the loss or damage can be attributed to one of the following scenarios:

1. If precious metals, jewels, gems, money, stamps, coins, securities or documents are transported and stored;
2. If the transported goods have been insufficiently packaged or labeled by the consignor;
3. If the removal goods have been handled, loaded or unloaded by the consignor;
4. If goods (in containers) that were not packed by the furniture removal company are transported and stored;
5. If removal goods the size or weight of which do not correspond to the space available in the loading or unloading point are – at the insistence of the consignor – loaded or unloaded there, despite the furniture removal company having informed the consignor beforehand of the risk of damage associated with such an action;
6. If living animals or plants are transported and stored;
7. If the natural or defective condition of the removal goods is such that they are particularly susceptible to damage, particularly through breakage, malfunctions, rust, internal spoilage or leakage.

If damage occurs that, according to the circumstances of the case, could have been caused by one of (1) to (7) above, it shall be assumed that the damage can be attributed to said risk. The furniture removal company shall only be entitled to invoke special grounds for exemption from liability if it has taken all the measures incumbent upon it in the circumstances and complied with any special instructions issued to it.

The Storage Company will not be liable for damage caused by nuclear energy and to or by radioactive materials.

Extra-contractual claims

The exemptions from and limitations on liability shall also apply for extra-contractual claims on the part of the consignor or the recipient against the furniture removal company as a result of loss of or damage to the removal goods or failure to meet a delivery deadline.

Non-application of exemptions from and limitations on liability

The exemptions from and limitations on liability shall not apply if the damage in question is attributable to an intentional or reckless action or omission on the part of the furniture removal company committed with full awareness that said action or omission was likely to lead to damage.

Liability of workers

If an action for extra-contractual liability is brought against one of the furniture removal company's workers for damages incurred as a result of loss of or damage to the removal goods or failure to meet an agreed delivery deadline, he/she shall also be entitled to claim the aforementioned exemptions from and limitations on liability. This shall not

apply in the event that the damage in question is attributable to an intentional or reckless action or omission on the part of the worker, committed with full awareness that it was likely to lead to damage.

Actual furniture removal company

If the removal is performed fully or partially by a third party (actual furniture removal company), the latter shall – in the same way as the furniture removal company – be liable for the damages incurred as a result of loss of or damage to the removal goods while transporting them or as a result of failure to meet the agreed delivery deadline. The actual furniture removal company shall be entitled to avail itself of all defenses to which the furniture removal company is entitled under the freight contract.

Transport and Storage Insurance

It is possible to insure the goods beyond the statutory liability. At the request of the customer, the mover will take out transport and storage insurance against payment of a separate premium.

Notification of Damage

The following **important special rules** apply for the assertion of damage compensation claims:

- Externally **visible damage** and the loss of goods must be recorded exactly upon delivery on **the receipt of delivery form** or in a **damage report**. Such damage and loss must be reported to the mover **by no later than the next day** in detailed text form (E-mail, letter, fax).

Externally **non-visible damage** and loss must be reported to the mover **within 14 days** after delivery, and also in detailed text form. After end of the storage period clearly visible damages must be reported in detailed text form (fax, e-mail letter) to the furniture removal company not later **than 7 days** after taking over of the stored goods”.

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- If damages and loss are not claimed within the stated periods, the claims to compensation will lapse.
- **Overruns of the delivery date** must be reported in text form within **21 days**. After the expiry of the deadline, the claim will otherwise lapse.
- **The timely sending of a detailed notification** in text form to the **appointed or delivering mover** which indicates the **person sending it** will suffice to meet the deadlines.

Hazardous removal goods

If the goods being transported as part of the removal include hazardous goods (e.g. petrol or oil), the consignor shall indicate to the furniture removal company in good time the nature of the hazard associated with the goods in question (e.g. inflammable, corrosive, explosive material, etc.).