

# General Terms and Conditions

- 1. Commissioning of another freight forwarder**  
The Furniture Removal Company may commission another freight forwarder to perform services.
- 2. Additional services**  
The Furniture Removal Company shall fulfil its obligations with the due diligence of a furniture removal company while safeguarding the interests of the Client in return for the agreed fee. Special services and expenses not anticipated at the time the agreement was concluded shall be charged separately. The same applies if the scope of services is increased by the Client after the agreement has been concluded.
- 3. Consolidated shipment**  
The removal assignment may be carried out as part of a consolidated shipment.
- 4. Tips**  
Tips do not balance the invoice of the Furniture Removal Company.
- 5. Reimbursement of removal expenses**  
If the Client is entitled to reimbursement of removal costs by his/her place of employment or employer, he shall instruct the employer to pay the agreed and due costs of removal minus paid deposits or part payments on appropriate request directly to the Furniture Removal Company.
- 6. Transportation safety**  
The Client is obliged to have movable or electronic parts of highly-sensitive appliances such as washing machines, record players, televisions, radios, hi-fi systems and computers professionally secured for transportation. The Furniture Removal Company is under no obligation to ensure that goods have been correctly secured for transportation.
- 7. Electrical and installation work**  
Unless otherwise agreed, people working for the Furniture Removal Company are not authorised to carry out any electrical, gas, drilling or other installation work.
- 8. Recruitment of additional workers**  
If services are rendered by separately recruited workmen, the Furniture Removal Company is liable only for their careful selection.
- 9. Offsetting claims**  
It is only permissible to offset the claims of the Furniture Removal Company with payable counter-claims which are recognised by declaratory judgement or are undisputed.
- 10. Assignment**  
At the request of the claimant, the Furniture Removal Company is obliged to assign to him the rights to which he is entitled on the basis of the insurance policy which he has to conclude.
- 11. Misunderstandings**  
The Furniture Removal Company is not accountable for the misunderstanding of confirmations of orders, instructions and notifications by the Client other than those made in writing, or for those sent for approval to persons not authorised by the Furniture Removal Company.
- 12. Inspections by the Client**  
When the removal goods are collected, the Client is obliged to ensure that no items or fittings are inadvertently taken or left behind.
- 13. Payment of agreed fee**  
In the case of domestic removals, the invoiced amount is payable before unloading is concluded, in the case of removals abroad before loading begins, in cash or by an equivalent means of payment.  
Cash payments in foreign currencies should be made according to the invoiced exchange rate. If the Client fails to meet his financial obligation, the Furniture Removal Company is entitled to discontinue the removal or store the goods after the removal has begun at the expense of the Client. Para. 419 applies mutis mutandis.
- 14. Cancellation of agreement**  
Item. 6.6 DIN EN ISO 12522-1 is replaced by the relevant provisions of BGB and HGB, especially Paras. 415 HGB, 346 ff BGB.
- 15. Storage agreement**  
If the goods are stored, the General Storage Conditions of the Deutsche Möbeltransport (ALB) are applicable. These can be made available at the Client's request.
- 16. Place of jurisdiction**  
For legal disputes with registered traders arising from this agreement or about claims from other legal grounds relating to the removal assignment, the court in whose district the branch of the Furniture Removal Company is based is solely responsible. For legal disputes with persons other than registered traders, sole responsibility applies only in the event that the Client moves his place of residence or habitual abode abroad after the agreement is concluded or his residence or personal habitual abode is not known at the time the complaint is raised.
- 17. Choice of law**  
German law shall be applicable.
- 18. AMÖ arbitration body**  
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