

# Liability of the Furniture Removal Company

## Information on the Liability pursuant to Sec. 451g German Commercial Code (HGB)

The forwarder (hereinafter referred to as the "Furniture Removal Company") is liable under the Furniture Removal Contract and the German Commercial Code (HGB). These same liability principles shall apply to the transport of removal goods from or to a destination outside of the Federal Republic of Germany. This shall also apply even if different types of means of transport are used. The provisions on liability shall apply accordingly for goods stored by depositors who are end users.

### I. Liability principles

The Furniture Removal Company shall be liable for damage incurred because of the loss of or damage to the removal goods in the period during which these goods are in the charge of the Furniture Removal Company.

### II. Maximum Liability

The liability of the Furniture Removal Company for loss or damage shall be limited to the amount of € 620.00 per cubic metre cargo space required for performance of the contract. The liability of the Furniture Removal Company for delayed deliveries shall be limited to three times the amount of the freight. Should the Furniture Removal Company be liable for the breach of a contractual obligation in connection with the execution of the removal for a loss not caused by the loss of or damage to the removal goods or because of the failure to comply with delivery dates, and if this is a loss other than property damage or personal injury, liability shall be limited in such cases to three times the amount which would have to be paid for the loss of the goods.

### III. Compensation of Value

If the Furniture Removal Company has to pay damages for the loss of goods, the value at the location and time of the acceptance of the goods for transport shall be paid. In the event of damage to the goods the difference between the value of the undamaged goods and the value of the damaged goods shall be paid. The value at the location and time of the acceptance of the goods for transport shall govern such determination. The value of the removal goods shall be generally determined by the market price. In addition, in both cases the costs of assessing the damage shall be paid too.

### IV. Exclusion of Liability

The Furniture Removal Company shall be released from its liability if the loss of or damage to the removal goods or the failure to comply with the delivery period is based on circumstances which the Furniture Removal Company - even when exercising the utmost care - was unable to prevent and the consequences of which it was unable to avoid.

### V. Special Grounds for Excluding Liability

- (1) The Furniture Removal Company shall be exempted from liability if the loss or damage is attributable to one of the following risks:
1. Transport and storage of precious metals, jewels, precious stones, money, stamps, coins, securities or documents;
  2. Insufficient packaging or labelling by the consignor;
  3. Handling, loading or unloading of the goods by the consignor;
  4. Transport and storage of goods not packed by the Furniture Removal Company in containers;
  5. Loading and unloading of goods whose size or weight does not correspond to the size of the available space at the point of loading or unloading in case the Furniture Removal Company has advised the consignor of the risk of damage beforehand and in case the consignor has insisted that performance be rendered;
  6. Transport and storage of livestock or plants;
  7. The natural or defective condition of the removal goods which mean that they will be easily susceptible to damage, particularly breakage, malfunctions, rust, internal decay or leakage.
- If damage has occurred which could have been caused by one of the circumstances listed in items 1 - 7 above, it shall be assumed that the damage has occurred because of such risk. The Furniture Removal Company may only claim the special grounds for the exclusion of its liability in case it has undertaken all of the measures required under the circumstances and has complied with special instructions.
- (2) The warehouse keeper shall not be liable for damage caused by nuclear energy and damage to or caused by radioactive materials.

### VI. Exemption from Liability and Limitation of Liability

- (1) The exemptions from and restrictions of liability shall also apply to non-contractual liability claims for the loss of or damage to the goods or for the failure to comply with delivery dates unless the Furniture Removal Company acted with intent or recklessly and with the knowledge that such damage would probably result. (2) Above exemptions from and restrictions of liability shall also apply to the Furniture Removal Company's staff.

### VII. Other Furniture Removal Company

If the Furniture Removal Company commissions a third party (another Furniture Removal Company) to perform the removal, the latter shall be liable in the same manner as the Furniture Removal Company in the period during which these goods are in the charge of this third party. This other Furniture Removal Company may raise every defence to which it is entitled under the removal contract.

### VIII. Furniture-in-transit and Storage Insurance

The goods may be insured beyond legal requirements. Upon request of the customer and against payment of a separate premium, the Furniture Removal Company shall take out a furniture-in-transit and storage insurance.

### IX. Notice of Loss

With respect to the assertion of claims for damages **the following has to be observed:**

- (1) **Any visible damage** to or any loss of goods shall have to be specified in the **acknowledgement of receipt or in a record of damage** upon delivery. Details on any such damage or any such loss shall have reported to the Furniture Removal Company in writing (e.g., letter, fax, e-mail) **no later than the day after delivery**.
- (2) **Any invisible damage** or loss not obvious shall also have to be reported in detail and in writing to the Furniture Removal Company **within 14 days** of delivery.
- (3) Claims for damages shall expire unless any damage to and any loss have been reported within the time limits specified.
- (4) **Any failure to comply with delivery dates** shall have to be reported **within 21 days** of delivery in writing. After expiry of the time limit specified any claim shall be forfeited.
- (5) **Timely sending** of the notice shall be deemed sufficient for complying with time limits, if this **detailed notice** is given in writing to the **Furniture Removal Company which has been employed or the one which has effected delivery**; said notice must state **who it was issued by**.