

LIABILITY INFORMATION according to §§ 451 ff. HGB

Liability information for the removal company according to §§ 451 ff. HGB

1.) Scope of application

The carrier (hereinafter referred to as the mover) is liable in accordance with the removal contract and the German Commercial Code (HGB). The same principles of liability apply to the transportation of removal goods to and from locations outside Germany. This also applies if different means of transportation are used.

2.) Principles of liability

The Furniture Removal Firm shall be liable for damage caused by loss of or damage to the removal goods during the period from acceptance for transportation to delivery or by exceeding the delivery deadline (liability for care).

3.) Maximum liability amount

The Mover's liability for loss or damage shall be limited to an amount of EUR 620.00 per cubic meter of loading space required for the performance of the contract. The Mover's liability for exceeding the delivery period is limited to three times the amount of the freight. If the Furniture Removal Firm is liable for damages not caused by the loss of or damage to the removal goods or by exceeding the delivery deadline due to the breach of a contractual obligation associated with the execution of the removal, and if the damages are other than damage to property and personal injury, the liability in this case is limited to three times the amount that would have been payable if the goods had been lost.

4.) Compensation for lost value

If the mover has to pay compensation, the value at the place and time of acceptance for transportation is to be compensated. The value of the removal goods is generally determined by the market price. In addition, all costs incurred in assessing the damage must be reimbursed. If the removal company has to compensate the full current or new value in the event of damage, it is entitled to the return of the damaged item.

5.) Disclaimer

The Furniture Removal Firm is exempt from liability if the loss, damage or exceeding of the delivery deadline is due to circumstances which the Furniture Removal Firm could not avoid even with the greatest care and the consequences of which it could not avert (unavoidable event).

Special grounds for exclusion of liability:

The Furniture Removal Firm is exempt from liability if the loss or damage is due to one of the following risks:

- a) transportation of precious metals, jewels, precious stones, money, stamps, coins, securities or documents, art, paintings, pictures, works of art or antiques.
- b) inadequate packaging or labeling by the sender
- c) Handling, loading or unloading of the removal goods by the sender.
- d) Transportation of goods not packed by the mover in containers.
- e) Loading or unloading of removal goods whose size or weight does not correspond to the space available at the loading or unloading point, provided that the Furniture Removal Firm has previously informed the sender of the risk of damage and the sender has insisted that the service be carried out.
- f) Transportation of live animals and plants.
- g) Natural or defective condition of the removal goods, as a result of which they are particularly susceptible to damage, in particular due to breakage, malfunction, rust, internal spoilage or leakage.
- h) The Furniture Removal Firm may only invoke the special grounds for exclusion of liability if it has taken all measures required by the circumstances and has complied with special instructions.

6.) Non-contractual claims

The exemption from liability and limitations of liability also apply to a non-contractual claim by the sender or the consignee against the Furniture Removal Firm due to loss of or damage to the removal goods or due to exceeding the delivery deadline.

7.) Elimination of exemptions and limitations of liability

The exemptions and limitations of liability do not apply if the damage is due to an act or omission committed by the Furniture Removal Firm intentionally or recklessly and in the knowledge that damage would probably occur.

8.) Liability of the people

If claims for damages arising from non-contractual liability due to loss of or damage to the removal goods or due to exceeding the delivery deadline are asserted against one of the removal company's employees, the latter may also invoke the exemptions and limitations of liability. This also applies if he has acted intentionally or recklessly and in the knowledge that damage would probably occur.

9.) Executing mover

If the removal is carried out in whole or in part by a third party (executing mover), the latter shall be liable for damage caused by loss of or damage to the goods or by exceeding the delivery period during the transportation carried out by him in the same way as the mover. The executing Furniture Removal Firm may assert all objections to which the Furniture Removal Firm is entitled under the contract of carriage. The Furniture Removal Firm and the executing Furniture Removal Firm shall be jointly and severally liable. If claims are asserted against employees of the executing Furniture Removal Firm, the provisions on the liability of employees shall apply to them.

10.) Liability agreement

The Furniture Removal Firm shall inform the sender of the possibility of agreeing with him, against payment of a corresponding fee, a liability that goes beyond that provided for by law.

11.) Transportation insurance

The Furniture Removal Firm shall inform the sender of the possibility of insuring the goods against payment of a special premium.

12.) Damage report

In order to prevent claims for compensation from lapsing, the following must be observed:

The sender is obliged to inspect the goods immediately upon delivery for externally visible damage or loss.

These must be recorded in detail on the delivery receipt or a damage report and reported to the Furniture Removal Firm no later than the day after delivery. Damage or loss that is not externally visible and that the sender only discovers when unpacking the removal goods must be reported to the Furniture Removal Firm within 14 days of delivery.

Flat-rate damage reports are not sufficient under any circumstances. Claims due to exceeding the delivery deadline expire if the recipient does not notify the Furniture Removal Firm of the delay within 21 days of delivery. If a notification is made after delivery, it must be made in writing and within the specified time limits in order to prevent the loss of the claim. Timely dispatch is sufficient to meet the deadlines.

13.) Dangerous removal goods

If the removal goods include dangerous goods (e.g. petrol or oils), the sender is obliged to inform the removal company in good time of the nature of the danger posed by the goods (e.g. flammability, corrosive liquids, explosive substances, etc.).

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