

# **GENERAL TERMS AND CONDITIONS OF ALLROUND MOVEMENT TESU LOGISTIC GMBH**

In our contract terms, all parts of the contract for the client and the contractor are regulated to ensure safety and quality. Please read our general terms and conditions carefully and at your leisure. Our terms and conditions with all rights and obligations for clients and contractors are presented in great detail and precisely - if you have further questions about the terms and conditions, liability or anything else, we will be happy to advise you: Tel. 0049 0 171 2746809

## **§ 1 Commissioning of a carrier**

Allround Removal Tesu Logistic GmbH is a moving forwarding company with many years of experience. The moving forwarder carries out his obligations with the usual professional care of a proper moving forwarder at a previously agreed fee, while safeguarding the interests of the client.

## **§ 2 Commissioning of another carrier**

The moving forwarder is entitled to use another freight forwarder or mover to carry out the order.

## **§ 3 Performance specifications of the client to create an offer**

Offers are always made according to the customer's specifications, for example a detailed list of moving goods with furniture and packages, which furniture should be dismantled and assembled, whether something should be packed or unpacked, and whether there are particularly heavy or particularly large pieces of furniture, e.g. Example an upright piano, grand piano, safe, oversized couches, etc.

The client must also provide all the exact data for the loading and unloading points: Carrying distance from the apartment door to the loading area for the furniture van, floors, whether there is a large or small elevator or the stairwell may be too narrow.

## **§ 4 Creation of the offer according to the service specifications of the client**

The relocation company prepares the relocation offer or the relocation contract according to the precise specifications of the client. All services specified in the moving contract are included in the price. Services not agreed in writing are also not part of the contract. Services that were not foreseeable when the contract was concluded and other non-agreed expenses will be charged at cost. The same applies if the scope of

services is changed or expanded in any way after the conclusion of a contract.

#### § 5 Obstacles to transport: Narrow doors or narrow stairwells, oversize furniture or overweight

Occasionally it happens that pieces of furniture fit only with difficulty or sometimes not at all through a door or stairwell. In such a situation, the carrier will always try to find a solution. If the door or stairwell is so narrow that damage can occur, the forwarding agent will ask whether it should be carried out anyway. If the customer insists on implementation despite a warning of damage, the freight forwarder will try to do this as best he can. If damage occurs, the customer is then liable for this himself.

#### § 6 Securing goods that are particularly sensitive to transport

Movable and highly sensitive parts on highly sensitive devices such as televisions, hi-fi and radio devices, record players, EDP systems, washing machines, dryers, cookers etc. must be secured by the client himself or, if necessary, have them secured by specialists. The moving forwarder is expressly not obliged to check professional transport security.

#### § 7 Installation work: Connections for electricity, gas, water as well as drilling and dowel work

Installation work as well as drilling and dowel work may not be carried out by our employees for technical and insurance reasons. If an employee assists the client in an emergency or exceptional case, this is done as subordinate assistance under the sole supervision, disposal and liability of the client.

#### § 8 Taking flammable substances with you

Taking flammable transport goods such as thinner, acetone, petrol, kerosene, gas cylinders, etc. is generally not permitted due to the particular risk and for insurance reasons. Such substances are generally not part of the contract of carriage. Our employees are obliged to refuse the transport of dangerous goods. However, if a customer packs such materials in the goods to be moved, he is fully liable to the freight forwarder in the event of damage.

#### § 9 Reservation of the loading zone or establishment of no-stopping zones

All offers and orders are subject to the condition that both the loading address and the unloading address can be reached normally with a furniture long-distance train 18.5 m long, and that loading or unloading for permanent loading is possible without any problems. If it is necessary to reserve or set up a no-parking zone or loading zone, the customer must ensure this. The client bears all costs for setting up loading zones. If a loading zone or stop zone is not set up or not set up correctly or, in exceptional cases, it may not be possible to set it up, all costs arising from this, e.g. fines for unlawful stopping, etc. are also to be borne by the client.

## § 10 Possible misunderstandings

The latter is not responsible for any risk of misunderstandings other than the written order confirmation as well as instructions and notifications from the sender or other persons of the removal company who are not authorized to accept them.

## § 11 Termination of the contract

A termination of the relocation contract generally requires the written form. In the event of termination, a cancellation payment of 30% of the estimated price is deemed to be agreed as compensation. In the case of a really important reason, eg sudden serious illness, etc., the forwarding agent will first try to reschedule the date, or if this is not possible, compensation can be waived as a gesture of goodwill. From 5 working days before the loading date, cancellation is no longer possible and the entire price agreed in the moving contract is due.

For local moves on an hourly basis, 5 working hours will be charged in the event of cancellation.

## § 12 Terms of Payment

Terms of payment within Germany: unless otherwise expressly agreed in writing, the amount in Germany is generally due in cash before unloading. If billed by the hour, the expected unloading time is estimated. In exceptional cases, other agreements can also be made.

Terms of payment abroad: In the case of international removals, payment in cash after loading is generally deemed to be agreed. Partial payment can also be agreed, the remainder in cash before unloading. Since the costs for international moves are higher, it is also possible to arrange a bank transfer in advance. Should there be additional services, the remainder is to be paid in cash when unloading. In exceptional cases, other agreements can also be made.

In principle, payment in EURO is agreed. Payment in foreign currency can be agreed in exceptional cases.

## § 13 Assumption of costs by employers or authorities

In principle, the person moving as the client always remains responsible for paying for his move, even if he benefits from having the costs covered by his employer, authority or others. Sorry, in recent years it has been noticeable that more and more employers and authorities are paying the agreed cost assumptions later and later, often only after many months and several inquiries and reminders.

For orders with cost assumption, there is therefore the following new agreement: The client has to transfer the net costs as a deposit before the start of the order, as soon as the money has been received from the cost assumption, the deposit will then be returned.

## § 14 Tips

Our employees always strive to fulfill your wishes to your satisfaction. If you give our employees a tip - this cannot be offset against the invoice from the furniture removal company.

## § 15 Assignment of any insurance claims

At the request of the person entitled to compensation, the moving forwarder is obliged to assign the rights to which he is entitled under the removal insurance contract to be concluded by him to the person entitled to compensation.

## § 16 Offsetting

A set-off with counterclaims of any kind against claims by the removal company is generally not permitted.

## § 17 Obligation to check the sender at the place of loading by the customer

Our employees will always ask you if everything is really loaded. However, it remains the duty of the client to ensure that too much is not loaded by mistake or that something is left as it is.

## § 18 Obligation to check the consignee at the place of unloading

At the end of the move, the customer or his possible representative is obliged to check all the goods to be moved for completeness and damage, as well as whether all agreed ancillary work such as assembly and unpacking have been completed. If a customer cannot find something, they can search with the carrier on site to find out where the item is. If the customer's wishes are still open, our freight forwarder can still process them on site. Finally, proper execution and completeness must be confirmed in writing.

If, contrary to expectations, something is missing or not in order, this must also be recorded in writing immediately after completion. A verbal notice is not sufficient. The carrier confirms the recorded defect or damage to the customer and immediately forwards this defect report to the office for processing.