

General Terms and Conditions for Commercial Removals and Storage Agreements 2018 (“Conditions”)

The following definitions/concepts are used below:

Firm: The Firm means a removal firm, **which is a member of Dansk Møbeltransport Forening (DMF – the Danish Movers Association).**

Customer: The Customer means the business whose CVR number appear from the agreement, and who orders a Removal Task and/or enters into an agreement about Storage with the Firm and either owns the assets/chattels to be moved or is authorised to do so by the owner.

Removal Task(s): A Removal Task is the agreement entered into according to the Conditions between the Customer and the Firm and the special written agreements entered into between them.

Storage: Storage means the situation where the Firm has received and independently placed the Customer’s belongings and chattels in a designated area, to which the Customer does not have free access.

Task: Task means one or more Removal Task(s) or instance(s) of Storage or a combination of the two.

Item: Item means a single chattel or the number of chattels packed in a moving box or which naturally forms a unit transported by the Firm.

Storage Facility: Storage Facility means the building in which Storage takes place and which is not accessible to outsiders. The building must have been erected on a brick or concrete foundation and it must be possible to take out a buildings insurance for it.

Removal: Haulage of objects and chattels belonging to a contracting entity for private or commercial use, to one or more destinations.

Transport: Haulage of objects and chattels for a contracting entity when these are meant for sale.

1 General

These Conditions form the full contractual basis between the Firm and the Customer. Any changes of the Conditions are only valid if made in writing and annexed to the Conditions.

The Firm is covered by a professional liability insurance in respect of Removal Tasks.

2 Entire agreement

Offers made by the Firm are valid for eight days from the date of the offer, following which it lapses without further notice.

Offers are made on the basis of the wages, charges, freight rates, foreign exchange rates, etc. applying on the date of the offer.

Unless otherwise agreed, storage includes placing of the chattels in the Storage Facility.

Dangerous goods, weapons, perishable goods and particularly precious or fragile chattels can only form part of the Task according to special written agreement between the parties. The Customer is obliged to give the Firm accurate written information about the nature of the danger and about the precautions to be taken before the Firm decides whether it wants it to form part of the Task, and the Firm is free to accept or reject the goods, objects or chattels.

If the Customer does not state that the Task includes the above objects, the Customer is liable for any damage caused to property or persons and which is attributable to such objects.

If the Firm becomes aware that the Task includes the above objects, the Firm is entitled either to demand that such objects be removed immediately or to cancel the agreement with the Customer in its entirety.

The agreement between the Firm and the Customer is finally concluded when the Customer receives the final order confirmation from the Firm.

The Firm is entitled to adjust the total price of the agreement if, at some point after the conclusion of the agreement, charges, freight rates, taxes or foreign exchange rates are changed due to external causes.

The Customer must be informed of such changes in writing as soon as possible.

2.1 Removal Tasks

The calculation of the price for a Removal Task starts and ends at the Firm’s address.

Unless otherwise agreed, a Removal Task includes the carrying down and carrying up, transport and approximate placing of the removal goods in the new location according to the Customer’s directions. Dismantling or installation is only carried out according to written agreement.

The Removal Task does not include packing and unpacking or transport of objects weighing more than 100 kg, unless a written agreement to this effect has been concluded.

The Firm delivers the boxes necessary for the packing against payment.

3 Payment

3.1 Removal Tasks

The Firm charges payment at the end of the work, unless otherwise agreed in writing.

3.2 Storage

The Firm charges payment on a regular basis as long as the agreement is in force. In addition, the Firm may stipulate special payments for services in excess of the actual Storage, e.g. inspection or internal relocation of the stored goods at the Customer’s request. The invoice for the total, agreed storage period or the first period of such storage period is forwarded immediately after all the chattels have been placed in the Storage Facility.

The Firm reserves its position on any price changes in the period in which the agreement is in force. A thirty-day notice is given of such changes in accordance with the rules of termination of these Conditions.

The Firm has a lien on objects not yet handed over for all due amounts.

The storage fee is usually calculated monthly and paid quarterly in advance, unless otherwise agreed in writing.

Any storage fee paid in excess will be repaid after handing over, but only for half months or as otherwise agreed. If some loosely placed goods are taken out, the storage fee is reduced proportionately.

4 Cancellation

Agreements on Removal Tasks are binding on both the Firm and the Customer from the date of the agreement.

Customers can only cancel Removal Tasks against payment according to the below table:

More than 30 days before the date of the start of the Removal Task: 10% of the total price agreed.

Between 30 and 14 days before the date of the start of the Removal Task: 20% of the total price agreed.

Less than 14 days before the date of the start of the Removal Task: 30% of the total price agreed.

4.1 Removal Tasks

If the Customer wants major changes to the contents of the agreement on the Removal Task, this will be considered cancellation, unless the Firm accepts such changes in writing.

5 The Customer’s liability

The Customer is obliged to inform the Firm in writing that particularly precious objects form part of the Task, including, but not limited to, designer furniture and lamps, antiquities, objects of art, paintings, oriental rugs, gold, silver and gems.

The Firm may stipulate that additional insurance cover must be taken out if it assesses that the Task includes particularly precious or fragile objects. The Customer will be informed of and charged payment for such additional insurance cover.

If the Customer wants to complain or demand compensation from the Firm, the Customer must inform the Firm by e-mail or other written communication.

Such complaints and claims for compensation must be submitted as quickly as possible after the Customer became or should have become aware of the loss or damage, but no later than 14 days after the completion of the removal or the handing over of the goods, respectively.

The Firm is entitled to inspect the object or objects covered by the complaint or the claim for compensation before making any decision as to whether to accept the Customer’s claim.

The Firm is covered by a professional liability insurance in respect of Removal Tasks, with the limitations following from the agreement. The Firm has not taken out separate insurance for Storage Tasks.

If the Customer wants insurance cover in addition to the above, the Customer is recommended to take out an insurance policy with this specific cover.

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6 The Firm’s liability

The Firm is only liable for loss and damage caused by errors and omissions on the part of the Firm and its employees. The Firm is not liable for loss due to force majeure or the nature of the object, including that it could not withstand the strains usually induced during the performance of a Task. The Firm has no liability for loss or damage that is due to any handling, packing, loading, stowing, unloading or unpacking carried out by the Customer or persons acting on behalf of the Customer. The Firm’s liability to pay damages is limited to replacement costs immediately before the damage occurred. Sentimental value or other special value, e.g. because of the nature of the object as a collector’s item, is not compensated. The Firm is entitled to charge additional payment for assuming extended liability for damages and to demand extended or additional insurance cover. The compensation cannot exceed the loss demonstrated by the Customer and cannot exceed DKK 50,000 for a single item or the contents of a moving box and a maximum of DKK 2 million per Removal Task, unless the Firm has assumed extended liability. If several items comprise chattels which together can be considered a unit (e.g. tableware), the Firm is only liable for one item. If individual parts of such unit is lost or damaged, the Firm has no liability for any loss of value of the unit itself, unless the Firm has assumed extended liability. When the Firm has paid the full amount of damages for goods and objects, the title to the objects in question passes to the Firm in full. Instead of payment of cash damages, the Firm may, according to agreement with the Customer, deliver new chattels, identical to those lost or damaged, or have the damage repaired in a craftsmanlike correct manner at the Firm’s expense.

7 International Removal Tasks

The following additional terms apply to Removal Tasks where the goods are transported across one or more national borders. The Customer declares by his signature on the offer for the Removal Task that the goods transported do not include dutiable or illegal goods, including, but not limited to, tobacco, alcoholic beverages, pornography, drugs and weapons. If the Customer wants to have one or more of the above types of chattels transported, the Firm must be informed, and the Firm alone decides if it will undertake the transport and at which additional charge. Payments for such Removal Tasks fall due and must have been received by the Firm before loading is commenced, unless otherwise separately agreed.

8 Storage – special provisions

8.1 Cleaning and maintenance

The Firm has no duty to take measures for the cleaning or maintenance of the goods stored. Such measures are performed only according to written order and against payment.

8.2 Inspection

The Customer is free to inspect the Storage Facility. Objections to the manner of storage or the choice of location in the Storage Facility must be made immediately. Inspection of the stored goods, repacking, removal of individual objects, etc. can only take place according to prior agreement with the Firm, and the related work is charged in accordance with the rates.

8.3 Termination

The Customer may at any time terminate the agreement by giving 30 days’ notice. The Firm may at any time terminate the agreement by giving 30 days’ notice. If the value of the stored goods cannot cover the Firm’s outstanding amount already due from the Customer, the Firm is entitled to terminate the storage contract with immediate effect.

8.4 Handing over and transport

Before the stored goods are handed back to the Customer, all amounts due to the Firm must have been paid.

Any transport in connection with the storage must be in accordance with the Conditions, when the transport is carried out by the Firm. The Firm is not liable for damage or defects arising during transport carried out by the Customer or at the Customer’s initiative by others than the Firm.

8.5 Identification

When receiving the goods for Storage, the Firm issues a storage certificate in the Customer’s name, which may not be assigned to any third party, neither in ownership nor as security, unless the Firm has endorsed it to this effect. No part of the stored goods can be handed over, unless the storage certificate has been endorsed to this effect. The goods can only be handed over to a third party if the Customer has issued a power of attorney. The person collecting the goods is obliged to identify himself, either as the person having handed in the goods, or as the person who has been given a valid power of attorney to do so.

8.6 The Customer’s address

Contact from the Firm to the Customer is made in full discharge to the e-mail address most recently stated by the Customer. The Customer is solely responsible for informing the Firm of a valid e-mail address from time to time and for keeping updated about the e-mails sent by the Firm. If the Customer does not do so, he is liable for all resulting consequences, see below about forced sale and disposal, and for any consequent inconvenience and expense to the Firm in connection with search for the Customer.

8.7 Ownership and charges

When handing in the goods, the Customer is obliged to inform the Firm of any liability in the goods, charges, retention of title, etc.

8.8 Forced sale and disposal

If the payment for storage is not made when due, and if the Customer does not respond within a reasonable period of time, or if the Firm has tried to find the Customer for some time after having sent a written demand for payment, the Firm is entitled to sell or dispose of the stored goods. Sale is by public valuation or auction. The Firm is entitled to keep a sum corresponding to the amount due plus reasonable costs for measures in connection with the sale. Any excess sales price is paid to the Customer. If a sale cannot take place, or if it is obvious that the sales price cannot cover the costs related to a sale, the Firm is entitled to dispose of the goods.

8.9 Vermin

The Firm is not liable for any attack by vermin of any kind whatsoever, for which fault cannot be attributed to the Company’s circumstances.

9 Legal venue and governing law

Any dispute or conflict that may arise from or in connection with the Task(s), must be brought before court in the judicial district in which the Firm is established and decided according to Danish national law.

“General Terms and Conditions for Commercial Removals and Storage Agreements 2018” were prepared by the Danish Movers Association