

# General conditions for removal of the Professional Furniture Removers Group of the Swiss Road Transport Association ASTAG

## Art. 1 Scope of application

All removal orders are executed in accordance with these general conditions for removal of the Professional Furniture Removers Group of the Swiss Road Transport Association ASTAG as described hereafter, subject however to statutory mandatory provisions.

The general conditions are based on the provisions of the Code of Obligations (CO) and on the Agreement between the Swiss Confederation and the European Community on the rail and road transport of goods and passengers (RS 0.740.72).

The general conditions are a complement to the statutory provisions. Agreements that depart from the general conditions must be concluded in writing.

## Art. 2 Generally

The order must include all necessary indications for its correct execution, such as information on regulated goods (for example: dangerous goods) and on those that require special treatment.

The remover shall verify the order thoroughly; he does not however have the obligation to inspect the contents of the containers or the shipments, nor to control the weights or dimensions. If the remover notices that the order contains imprecise information, he shall clear the issue with the client as soon as possible.

The remaining unused volume of the unit of transport is at the remover's disposal. The latter is entitled to entrust another remover with the execution of the order.

## Art. 3 Carrying out of the transport in general

Any order of removal requires the possibility of its execution in normal conditions; the main roads, as well as the streets and accesses to buildings where loading and unloading will take place must be accessible to the removal vehicles.

Where there is a garden or other obstacles of the same type, normal access requires a maximum distance of 15 meters between the vehicle and the building entrance. Corridors, stairs, etc. must allow transport without difficulty. Moreover, official regulations must allow the process of removal as planned.

In all other cases, the price of removal is increased to take the additional work into account.

## Art. 4 Obligations of the remover

The remover shall provide the necessary means of transport for the execution of the order in due time. He shall execute the order according to the contract and with the required diligence. The delivery of goods at the place of destination must be carried out as soon as the transport vehicle is made available, or at the time agreed by the parties.

## Art. 5 Obligations of the client

The client shall make sure the goods are properly packed. He shall provide the remover in due time with precise indications as to the address of the consignee, the place of delivery and the local context.

The client shall draw the remover's attention on the specific characteristics of the goods and on the damages that they could suffer.

The client shall make sure that the transport, loading and unloading can start at the agreed time, respectively as soon as the removal vehicles are available.

Failing an agreement to the contrary, it is the client's duty to provide all documents and authorisations, and to take any traffic organization measure necessary for the execution of the transport.

The client shall produce a truthful inventory of the goods to be removed. He is entirely liable for the accuracy of such document towards the remover, as well as towards the rail transport companies and the customs or other authorities. Failing any indication in this regard, the remover is entitled to consider the goods to be transported as used personal belongings.

The client shall provide all documents required by customs and is liable for their accuracy. He is also liable for all consequences resulting from the absence, the delayed delivery, the incompleteness or inaccuracy of such documents. He shall reimburse to the remover all costs resulting from customs clearing of the goods to be removed. The price of customs clearing is based on the assumption that the operations will occur normally. The remover shall be paid for prolonged waiting at the customs and specific negotiations with the competent authorities. The remover has no obligation to advance transport costs, customs duties or other fees. He can request advances from the client in the currency of such costs. If the remover advances an amount of money, he is entitled to a commission, to interest on the amount advanced and to fair compensation for any exchange loss.

All additional work and costs resulting from the delayed reception by the client of the goods removed are to be borne by him. If unloading cannot start after a period of four hours, the remover is entitled to unload the goods transported in a warehouse; the costs and risks resulting therefrom shall be borne by the client. In such case, the liability of the remover is restricted to the diligent choosing of the warehouse.

Are expressly excluded from transport cash, bearer bonds, including securities as defined by the law on stock exchange, as well as precious metals.

## Art. 6 Price

The price is determined by costs or fixed as a lump sum. Failing a specific agreement to the contrary, the following items are not included in the price :

- a) the packing and unpacking of the goods to be removed, in particular additional costs resulting from additional packing services rendered on the date of removal by the remover;
- b) the transport of packing material delivered or returned through a special trip, as well as its rental or purchase;
- c) the assembly or disassembly of complex or new furniture, which requires a long time or the intervention of a specialist;
- d) the transport of refrigerators/chests of over 200 litres, upright pianos, grand pianos, safes and other objects weighing over 100 kilos;
- e) the taking down and hanging up of paintings, mirrors, clocks, lamps, curtains, special installations, etc.;
- f) the additional manipulations of objects whose removal must be carried out through windows or balconies;
- g) the premiums of transport insurance;
- h) the cost of customs clearing, customs taxes and duties;
- i) road taxes, ferryboat costs, and any type of official tax;
- j) additional costs and services which the remover deems necessary for the removal, even without specific instruction of the client;
- k) additional expenses due to weather conditions or where the removal vehicle cannot have access to its destination because of roadblocks or road works, as well as expenses resulting from the waiting of the removal vehicle and the personnel for which the remover is not liable;
- l) other appropriate supplements for the carrying of goods on long or unusual routes, as long as these circumstances have not been taken into account in the price calculation, as well as additional costs due to detours, if the direct ways were barred or impassable;

In accordance with statutory provisions, the taking down and hanging up of lamps and other electrical appliances shall not be carried out by the transport personnel.

## Art. 7 Payment

Generally, removals shall be paid cash. Payment takes place before unloading. Transports to a location abroad shall be paid in advance.

## Art. 8 Change of destination / cancellation

The client is entitled to modify the route of a removal during its execution, so long as he reimburses the costs resulting there from to the remover.

The removal can only be cancelled in writing.

Where the cancellation takes place less than 14 days before the planned removal, the client shall pay 30% of the agreed price as a fixed compensation for the costs incurred and the efforts expended. Where the cancellation takes place less than 48 hours before the planned removal, the client shall pay 80% of the agreed price. Moreover, the remover is entitled to compensation for any additional loss that he can prove.

Where the cancellation takes place more than 48 hours before the planned removal, the remover is only entitled to the loss that he can prove.

#### **Art. 9 Right of retention**

If the goods are refused or if the costs and other claims due on them remain unpaid, the remover can keep the goods in a warehouse or store them with a third party, all risks and costs being borne by the client. Art. 444, 445 and 451, in particular, are applicable.

**In such case, the remover is entitled to give the client a thirty days notice to pay. Such notice must include the warning that the remover is entitled, failing payment, to realize the goods freely and at the best conditions, without any further formality (private sale or, in case the goods have no material value, destruction, whichever the remover deems more appropriate).**

#### **Art. 10 Liability**

The remover shall not be liable for damages incurred due to minor negligence on the part of himself or his personnel. He shall only be liable in the event of willful damages or for damages incurred due to gross negligence. Albeit only where he is unable to demonstrate that he took all precautions required under the circumstances in order to prevent such damages or that the damages in question would have occurred regardless of such precautions. For damages incurred as a result of intent or gross negligence, liability shall be limited to the prevailing replacement value of the goods.

The remover's liability never exceeds that of the transport companies that he hires (rail, shipping and airline companies, post services, etc.).

The remover is only liable for the goods whose packaging meets the requirements of transport. Therefore, fragile objects such as lamps, lampshades, plants, electronic appliances (televisions, computers, etc.) must be packed in an appropriate manner. Where the content of the crates and other containers is damaged, the remover is only liable when the packing and unpacking was carried out by his personnel or by employees that he entrusted with such work. The liability of the remover is in any case restricted to the cost of repair, if such is possible, or to the compensation of the devaluation, excluding any other compensation.

In principle, the remover shall assume liability as per taking custody of the goods to be transported, until such time as they have been delivered to the client's place of destination, delivered to a warehouse, or upon the consignment being handed over to another remover. To the extent the remover justifiably derogates the removal order to another remover or warehouse operator, he shall only be liable for their proper selection and instruction.

The liability of the remover is restricted to CHF 25'000.- per event. (Without prejudice of special insurance contracts (Art. 12 below)).

#### **Art. 11 Release of liability**

The remover is released from his liability, when the loss or damage is due to the client's negligence, to an intervention of the latter without the remover's knowledge, to defects of the goods or to circumstances outside his control.

In case of damages to particularly exposed objects, such as marble, glass, porcelain, stucco, chandeliers, lampshades, radios and televisions, computer hardware, software and data and other fragile items (lamps, animals, etc.), the remover shall be released from his liability, if he has met the usual due diligence obligations in such matters.

The remover is not liable for cash and bearer bonds (Art. 5 par. 7 above). He is not liable for valuable items such as jewellery, documents, objects of art, antiques, and collector's items.

If a list of such items, with a detailed indication of their value, was remitted to the remover who contracted insurance on such basis, the client is entitled to benefit from that insurance.

The remover is not liable for damage of the goods occurred during loading, unloading or lifting, where the weight or dimensions of the goods are incompatible with the space available at the location of loading or unloading, as long as the remover had previously drawn the client's or the consignee's attention on that matter and that the client demanded the execution of the service in spite of such warning. Moreover, the remover is not liable for damage to walls, windows, floors or ramps when the dimensions or weight of the goods to be transported are incompatible with the space available at the location of loading or unloading.

The remover is not liable for damages caused by fire, accidents, wars, strikes, force majeure, nor for damages caused to the transport vehicle by a third party.

The client is not entitled to any compensation if loading or delivery is delayed by a breakdown, an accident, weather conditions or for any reason outside his control.

Failing a previous agreement to the contrary, the remover is not liable for delays where the transport vehicle was placed at the remover's disposal late or where other companies taking part in the transport do not meet the regulated deadlines. The costs resulting therefrom (parking fees, intermediary storage, etc.) shall be borne by the client. The remover is not liable either for the damages that can occur in such circumstances.

#### **Art. 12 Transport insurance**

The remover shall contract insurance on behalf of the client, if he so requests and against payment of the additional costs, to cover the risks of transport.

The covering of the breakage risk is subject to the appropriate packing and unpacking by the remover or his employees of the concerned goods. It is the client's duty to fix the insurance values. Insurance is contracted in any case on basis of the usual terms of the "general conditions for the insurance of goods against the risk of transport" (CGAT), applicable in Switzerland to the removal of used objects.

If the client renounces the contracting of insurance, he bears himself the risks for which the remover is not liable according to these general conditions.

#### **Art. 13 Notification of complaints**

The client shall inspect the goods transported immediately after their delivery. Any complaint for damages must be made **immediately** at the time of delivery and be confirmed **in writing** to the remover within **three days** after delivery. Any claim for non-visible damages must be notified to the remover within **three days**.

No claim shall be taken into consideration after the expiration of such time-limits.

#### **Art. 14 Legal venue and applicable law**

**Any disputed claims in connection with services not provided for ordinary use or for personal or family needs, shall be adjudicated by the courts at the remover's place of domicile.**

**Swiss law is applicable.**