

ABSdM 2022

General Terms and Conditions for Self-Storage of the German Removal Industry 2022

Non-binding recommendation of Bundesverband Möbelspedition und Logistik (AMÖ) e.V. (German Federation of Movers and Logistic Companies)

(Version dated June 2022)

The Federal Federation of Movers and Logistic Companies (AMÖ) e.V. recommends, on a non-binding basis, that its members use the following „General Terms and Conditions for Self-Storage of the German Removal Industry (ABSdM)“. „Self-Storage“ is the provision of rental space. Private individuals or businesses store goods themselves in contained, secure, and individually accessible rental units of varying sizes and over flexible rental periods against payment of an agreed fee. This is not a warehousing contract within the meaning of Sec. 467 German Commercial Code.

1. Rental Object

- 1.1 Structural changes to the Rental Object by the Tenant are not allowed. This applies in particular to alterations and built-ins, installations, bars on windows and the mounting of advertising.
- 1.2 The Landlord may undertake improvements and structural changes at his own cost which are necessary to maintain the Rental Object or remedy damage (maintenance and repair work). The Landlord will inform the Tenant in text form of the measures referred to sentence 1 hereof and of their anticipated duration by no later than one week prior to the start of work. Modernization work required under law will be announced in text form by no later than three months prior to the start of the work.

2. Obligations of the Landlord

The Landlord

- 2.1 provides the Rental Object, including the permitted items, with the existing security measures and facilities in the condition which was known to the Tenant upon the execution of the contract. The Landlord will only provide additional services upon prior agreement with the Tenant in text form, which will be compensated by the Tenant with an additional, reasonable fee.
- 2.2 must provide the Tenant with unhampered access to the Rental Object on the basis of the contract and in accordance with the local circumstances.
- 2.3 is obliged to inform the Tenant without undue delay if the deposited items are at risk and is entitled to provide for the necessary measures to avert or mitigate risks at the Tenant's expense.

3. Obligations of the Tenant

- 3.1 The Tenant
 - 3.1.1 may only use the Rental Object with the greatest care for the purpose of storing permitted items. No other use of the Rental Object is permitted.
 - 3.1.2 must ensure that the Rental Object is locked during their absence.
 - 3.1.3 is not entitled to place items outside of the Rental Object. Emergency passageways must always be kept clear.

- 3.1.4 must maintain the Rental Object in a clean and impeccable condition. Only dry items may be kept in the Rental Object.
- 3.1.5 must examine the Rental Object upon acceptance for any damage or defects and report established damage to the Landlord without undue delay in text form. Otherwise, it will be assumed that the Rental Object was handed over to the Tenant in a clean and impeccable condition at such time. Sentence 1 applies accordingly for damage and defects arising during the term of the Rental Contract.
- 3.1.6 is obliged to inform the Landlord without undue delay of any changes in address in text form. The Tenant may not claim that they have not received notifications sent by the Landlord to the last known address.
- 3.2 Each provision of the use of the Rental Object to third parties requires the prior and express consent of the Landlord in text form.

4. Excluded Goods

The storage of the following items is not allowed:

- 4.1 Items of exceptional value which are exposed to an increased risk of robbery or theft such as valuables, precious metals, jewelry, jewels, pearls, precious stones, watches, money, stamps, coins, securities of all kinds, debit cards, credit cards or other means of payment, papers, official documents, data carriers, works of art, fine carpets, furs, antiques, collectors' items;
- 4.2 goods from which risks for the storage facility or the items of other tenants emanate, including but not limited to dangerous, flammable, explosive or radioactive goods, goods subject to spontaneously combusting, poisonous, corrosive, or malodorous goods or any goods whatsoever which may pose a threat of disadvantages for the storage facility, the Rental Object and/or property or individuals. For this reason, particularly weapons, lethal instruments of war (e.g. ammunition), waste materials, refuse or toxic waste of any kind are excluded from storage;
- 4.3 lithium ionen batteries;
- 4.4 perishable items or substances or substances subject to rapid spoilage;
- 4.5 items such as food that are capable of attracting vermin;

- 4.6 living animals and plants, as well as corpses;
- 4.7 illegal substances and illegally procured goods.

5. Liability of the Tenant

The Tenant is liable without fault for any and all damage caused at least negligently by themselves, the people accompanying them, the people authorised by them or any other third parties coming to the Rental Object with their consent, whereby the Tenant will indemnify the Landlord for any and all claims whatsoever of third parties.

6. Liability of the Landlord

- 6.1 Damage claims of the Tenant for initial or later defects of the Rental Object are excluded. This does not apply to personal injury or death where this is based on the intentional or negligent breach of duty by the Landlord (or their legal representative or servants or agents).
- 6.2 The Tenant's damage claims for damage to the stored goods and for property damage are also excluded.
- 6.3 The Tenant must inform the Landlord without undue delay in text form of damage to the Rental Object.
- 6.4 Obstacles to performance that cannot be attributed to the area of risk of one of the parties to this Contract exempt the parties from their performance duties for the duration of the disturbance and to the extent of its effect. Such obstacles are deemed to be force majeure, acts of war or terrorism as well as other unforeseeable, unavoidable, and serious events.

7. Rental Period

- 7.1 Provided nothing to the contrary has been agreed, the minimum rental term is one month. The Rental Contract will renew in each case by one further month if no timely notice of termination is given by either party. The Rental Contract can be terminated with a notice period of one (1) month. The notice of termination must be in text form.
- 7.2 The Landlord may terminate the Rental Contract without notice if the Tenant
 - 7.2.1 is in arrears with the payment of the rent on two successive deadlines or of a not insignificant amount of the rent,
 - 7.2.2 is in arrears with the payment of the rent over a period extending for more than two deadlines with an amount that is equivalent to the rent for two months or
 - 7.2.3 has failed to refrain from a use of the Rental Object in breach of contract after the expiry of the reasonable period set down by the Landlord in a warning letter; this also applies for the unauthorised provision of use to a third party.

8. Rental Payment

- 8.1 The rent includes the ancillary costs for the management of the Rental Object.
- 8.2 The first rental payment is due upon the handing over of the Rental Object.
- 8.3 The rent and all other fees to which the Landlord is entitled are due for payment in advance.

9. Deposit

- 9.1 A deposit is to be paid to the Landlord upon the signing of the Rental Contract. The Rental Object will not be handed over until the deposit has been paid.
- 9.2 The deposit will not earn interest.
- 9.3 The deposit will be reimbursed to the Tenant upon the termination of the Rental Contract as soon as it has been established that no claims exist against the Tenant under the terminated contractual relationship. Otherwise, there will be a set-off of the deposit against payment claims.

10. Return and Landlord's Lien

- 10.1 Upon the termination of the Rental Contract, the Tenant must vacate/clear the Rental Object, return it to the Landlord in „broom clean condition“ and in the condition it was in when the Tenant took over the Rental Object. A handover report will be made. Damages will be repaired by the Landlord at the Tenant's expense upon proof of reasonable costs.
- 10.2 The Landlord is entitled to the statutory landlord's lien.

11. Set-off

A set-off or right of retention may only be exercised against claims of the Landlord under the Rental Contract with claims of the Tenant under clause 6 hereof that are undisputed, have fallen due or have been finally adjudicated.

12. Choice of Law

German law applies.

13. Venue

For legal disputes between merchants on the basis of this Contract and legal disputes concerning claims on other legal grounds which are related to this Contract, the court in whose district the Landlord is located will have exclusive jurisdiction. For legal disputes with parties other than merchants on the basis of this Contract and concerning claims on other legal grounds related to this Contract, Sec. 29a German Code of Civil Procedure applies.

14. Data Protection

The privacy policy of the Landlord applies for the processing of personal data.

15. AMÖ Conciliation Board

The Landlord (engaged Mover) is obliged to participate in conciliation proceedings before a consumer conciliation board. Responsible for the Landlord is the „Conciliation Board Removals“ at

Bundesverband Möbelspedition und Logistik (AMÖ) e.V.
Schulstraße 53, 65795 Hattersheim
www.schlichtungsstelle-umzug.de