Art. 1 Scope of application
The following terms and conditions of the Association of Swiss Moving Companies VSU (“GTC VSU”) are applicable to all legal agreements concluded by VSU members, insofar as these agreements are not subject to the General Storage Terms and Conditions of the VSU.

Art. 2 Order contents
Orders are given in writing within the meaning of Art. 13 f. of the Swiss Code of Obligations (“ Obligation”). Quotations shall lapse if they are not accepted within 90 days.

The order must contain all the necessary information for proper execution of the contract, in particular, details of the cargo or local conditions at the place of loading and unloading. In addition, the Principal must draw attention to any special characteristics of the cargo or its particular susceptibility to damage, as well as any hazardous goods or other goods which require special handling or which could represent a danger for the environment, persons or other goods - in order to enable the Haulage Contractor to take appropriate measures. The costs thereby incurred shall be borne by the Principal. Unless otherwise expressly agreed, the following are excluded from the transport (prohibited cargo): animals, cash, negotiable security instruments, precious metals and gemstones, firearms with their components and munitions, dangerous goods such as gas cylinders or compressed, human mortar remains, radioactive or illegal drugs or other illegal items.

It shall be assumed, unless proved otherwise, that the cargo which is to be transported constitutes used personal effects. The Haulage Contractor is not obliged to perform or to accept any goods requiring special handling (e.g. dangerous goods, fragile items, items requiring special care). In the case of international or intermodal cargo, the party with the power to issue instructions shall, therefore, agree for, and support the work of the Haulage Contractor. If the Principal or his staff nevertheless perform such activities, then they shall do so at their own risk and not as vicarious agents of the Haulage Contractor.

The Principal shall be responsible for procuring all documents, permits and barriers required for the execution of the transport.

The Principal is obliged to declare the cargo truthfully, and shall assume full responsibility for his declaration vis-à-vis the Haulage Contractor and his vicarious agents as well as public authorities (in particular customs organs).

The Principal shall be responsible for procuring the necessary customs documents and shall also be responsible for ensuring that these are correct. The Principal shall be liable for all consequences arising out of the absence, the delayed forwarding and the incompleteness or inaccuracies of such documents. He shall be liable vis-a-vis the Haulage Contractor for all expenses arising out of the customs processing of the cargo. The price for the customs processing costs shall be conditional upon normal processing. The Haulage Contractor shall not be responsible for any excess charges, customs or duties. The Haulage Contractor may demand the advance payment of these items by the Principal in the respective amount. The Principal shall be liable for any required fees, if he must be reimbursed for the advance commission and interest as well as a reasonable exchange rate loss.

Art. 6 Prices
If no all-inclusive price has been agreed, the price shall be calculated on a time and materials basis. If an all-inclusive price has been agreed, then the Principal shall be responsible for the contractual performance of the Haulage Contractor pursuant to Art. 4. Shall be included. All further performances are not included and must be remunerated separately, such as in particular (but not exclusively):

a) all packing and unpacking or putting away of the removal cargo;

b) repositioning of furniture at the place of unloading following the initial positioning;

c) special transport or return transport of packing material, as well as the hiring or purchase thereof;

d) dismantling and assembly of furniture;

e) transport of refrigerators/freezer chests with a capacity of over 200 l, upright pianos, grand pianos, safes and other items with a net weight of 100 kg or more;

f) removal and affixing of pictures, mirrors, clocks, lamps, curtains, fitted cabinets etc.;

g) additional costs incurred in conjunction with items which need to be transported through windows or over balconies;

h) premiums of transport insurance policies;

i) customs, excise duties, any other taxes, customs expenses;

j) road taxes and ferry costs as well as official fees of all kinds;

k) additional costs incurred as a result of the interests of the removal, even if not specifically commissioned;

l) additional expenditure attributable to transport or delivery obstacles (demurrage, route diversions, waiting periods for the transport vehicle and personnel, storage, etc.) which are not caused by the fault of the Haulage Contractor;

m) additional expenditure caused by the carrying of the cargo in conjunction with access conditions which are not considered normal within the meaning of Art. 3.

Pursuant to legal regulations, the connection of lighting and other devices connected to the electricity network may not be performed by the transport personnel.

Art. 7 Payment
Removal shall be due in cash. The transport price is due for payment before the start of the performance to be rendered.

Where the carrier makes an advance payment or where payment on account has been agreed, in the event of a delay in payment the customer is required to pay a fee of CHF 50 in addition to the statutory default interest.

Art. 8 Changed arrangements / withdrawal of the Principal
The Principal is entitled to change the arrangements pertaining to a transport operation which is in the process of being performed, in return for the full settlement of all additional expenditure incurred thereby.

Any possible withdrawal of the Principal must be made in writing.

In the event of a withdrawal within 14 calendar days of the planned move, 30% of the freight charges may be due in the form of flat-rate compensation. In the case of withdrawal within 48 hours, the respective sum owed shall be 80%. If the Haulage Contractor is able to prove that the removal suffered greater damage, then this must also be compensated.

Art. 9 Right of retention
The cargo entrusted to the Haulage Contractor shall be held as a pledge for the respective balance arising out of the entire business transaction with the Haulage Contractor. The Principal’s claim to the cargo or the part thereof imposed by the Haulage Contractor in conjunction with the threat of exploitation, the Haulage Contractor may optimally exploit the respective cargo on the open market without further formalities.

Art. 10 Liability
In the event of damage caused through milt negligence, the liability of the Haulage Contractor shall be limited in accordance with Article 447 Para. 3 and 448 Para. 2. Or in the event of gross negligence or willful intent, liability shall be limited to the respective current market value of the transported items.

The liability of the Haulage Contractor shall commence with the acceptance of the cargo and shall end at the time of the contractually complete delivery. If the cargo is justifiedly handed over to an Haulage Contractor or to a storage facility, then the Haulage Contractor shall be liable only for the proper selection and instruction thereof.

Art. 11 Liability exclusion
The Haulage Contractor shall not be liable to the extent that he is able to prove that he exercised all due diligence under the circumstances to guard against damage of this nature, or that the damage would also have arisen had this due diligence been exercised.

The Haulage Contractor shall in particular be released from his liability, if the loss, damage or delay was caused through the fault of the Principal, or his staff, or due to an inaccuracy of such documents as will lie beyond the influence of the Haulage Contractor, or if the cargo was packed inappropriately or in a manner which was not consistent with the instructions, or the Principal or his staff did not receive any instructions within the prescribed time.

If the Principal hands prohibited goods over to the Haulage Contractor (Art. 2 Para. 3) for transportation, without having first agreed this with him, or if damage was caused for majeure, or

If the Haulage Contractor draws attention to the fact (warrants) that due to its size or weight a specific item cannot be removed from its current position, loaded/unloaded or raised/lowered on a rope without causing damage, and the Principal insists upon the performance of these operations notwithstanding this warning, or

If the cargo arrives late at the place of unloading, despite the fact that the Haulage Contractor exercised due diligence commensurate with the circumstances (for example, in the event of transport obstacles which are not the fault of the Haulage Contractor).

Art. 12 Transport insurance
At the express wish of the Principal, the Haulage Contractor shall take out a policy of insurance in the amount of the cost of the trafficking and transport (transport insurance). Insurance of the risk of breakage is conditional upon the respective items being packed and unpacked by the Haulage Contractor or his staff. The cargo is in the care of the Haulage Contractor at all times.

The insurance policy shall apply in every case in accordance with the standard clauses of the respective “General Terms and Conditions for Insuring the Transportation of Goods” (“Allgemeinen Bedingungen für die Versicherung von Gütertransporten” (AVGT)) applied in Switzerland pertaining to the removal of used cargo. The minimum for any such insurance policy shall be charged to the Principal.

If the Principal does not take out an insurance policy, he shall himself bear all risks for which the Haulage Contractor is not liable in accordance with the wording of these Conditions.

Art. 13 Complaints
The Principal must check the cargo immediately upon unloading. Complaints brought on the grounds of loss or damage must be brought immediately at the time of the delivery of the cargo, and must moreover be confirmed in writing to the Haulage Contractor within 20 days. In the event of damage which is not immediately apparent must be reported to the Haulage Contractor in writing within three days following the discovery thereof, or through at the latest seven days after the rendering of the service.

Following the expiry of these deadlines it shall no longer be possible to consider any further complaints.

Art. 14 Place of jurisdiction and applicable law
In respect of the subject-matter of the contract, the parties are agreed upon the following:

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