1. **Scope of Application**

The cold storage company agrees to carry out the air-conditioned storage of goods and the leasing of air-conditioned storage space, including all additional work in accordance with the ABK, and also such additional work or the quality of which is described in the house rules of the cold store.

1.2. Additional orders are, in particular, those for deep-freezing and refreezing, defrosting, boning meat, portioning, stripping steaks, twigs, stalks and similar orders.

1.3. The ABK shall apply in the same way when the cold storage company agrees to take over the storage of goods and the leasing of storage space in individual cases without air conditioning.

1.4. The ABK shall not apply in dealings with consumers.

1.5. The cold storage company agrees to carry out the dispatch or conveyance of goods. Deutsche Speditionbedingungen® (ADSP) (recommended conditions of business for forwarding agents) in the latest edition shall apply in such cases and to orders placed in that connection.

2. **Order**

2.1. All orders and instructions shall be placed and given in writing. Ambiguous details due to verbal communication shall be to the account of the customer.

2.2. The order shall expressly specify the required storage temperature and, at a required temperature of approx. 0 degrees Celsius, also the air humidity.

2.3. The storage order shall detail the goods to be stored according to type, quantity and weight, and shall specify any other properties that necessitate special treatment. The same shall apply in the event of room rental, where the cold storage company is charged with placing the goods in the room.

3. **Goods to be Delivered and Put in Store**

3.1. The customer shall deliver or put in place only goods that are in perfect condition and suitable for air-conditioned storage. Goods that are unsuitable for air-conditioned storage, owing to their condition or properties, and which in particular may have detrimental effects on the cold store or goods already in storage, shall be excluded from storage and putting in place.

3.2. If the cold storage company should raise any doubts in this respect, it shall inform the customer thereof without delay. If no agreement is reached, the cold storage company may arrange for the condition of the goods to be established by an independent, if possible, publicly appointed and sworn expert. His findings shall be binding for all concerned. The costs of the expert opinion shall be borne by the aggrieved party.

3.3. Unless the cold store is commissioned to do the task, the customer must pack and mark the goods to be delivered or put in store in the manner required for storage and protection of the goods. The goods in store there shall be protected from loss and/or damage.

3.4. If dangerous goods are to be stored, the customer must inform the cold storage company in writing or in any other legible form about the exact kind of hazard and, if necessary, precautionary measures to be taken. The cold store is free to reject the storage.

3.5. The customer shall only put the dangerous goods into a rented after prior express agreement of the cold store. Before that, he must inform the cold store about the exact kind and hazard, and, if necessary, the precautionary measures to be taken, in writing or any other legible form.

3.6. The customer must submit to the cold store all the documents and papers required for storing and handling the goods, unless he commissions the cold store to draw up and/or obtain the papers.

4. **Storage**

4.1. Storage shall be carried out in suitable rooms, at the discretion of the cold storage company. The goods may also be stored on the premises of a sub-storekeeper. In such cases, the cold storage company shall inform the customer of the storage location and the name of the sub-storekeeper.

4.2. The customer is entitled to the rooms prior to storage of his goods. If he does not do so, or if he does not immediately raise objections and complaints, the rooms shall be deemed as having been accepted, provided that selection and storage are carried out with the due care and diligence of a prudent businessperson.

4.3. To the extent that the cold storage company agrees to carry out onloading or off-loading of vehicles, the duty of the cold storage company to exercise proper care shall commence and end with the picking up and, putting down, respectively, of the goods on the vehicles, unless the cold storage company had already issued a receipt for the goods at an earlier time. The on- and off-loading of vehicles shall take place in the ordinary course of business only after the personnel in the order in which it was notified, unless a specific time had been agreed. The cold storage company is not obligated to exchange pallets.

4.4. The cold storage company is obligated to protect the rights of the customer vis-à-vis the carrier on account of deficiencies or differences that are outwardly recognizable. If the cold storage company establishes such deficiencies or differences, it shall inform the customer thereof without delay.

4.5. In addition, the cold storage company is not obligated, without having received an explicit order, to inspect the outward condition (piece number, weight, temperature) of the goods.

4.6. Without the cold storage company having received an appropriate order, it is the concern of the customer to check the qualitative condition of the goods during the work on the cold storage company, or output work on the cold storage company takes samples thereof, he shall subsequently hand over the goods again to the cold storage company according to number, weight and condition.

4.7. If the time of storage the cold storage company should establish a change in the goods, giving rise to fears of deterioration, it shall inform the customer or his authorized agent. The cold storage company can, provided a warehouse certificate had been issued, make delivery dependent upon the return of the receipted warehouse certificate. The presentation of a warehouse certificate bears as evidence of delivery receipts shall have equal standing with a written instruction. Where, in connection with taking goods out of storage, "best before" dates and the like need to be given consideration, these must be expressly stated by the customer.

4.8. The person empowered to act shall be the depositor or that person to whom the depositor has assigned the right to recover possession from the cold storage company. The cold storage company can demand to be given written proof of assignment.

5. **Room Rental**

5.1. The cold storage company undertakes to hand over the leased room to the customer in a condition suitable for the contractual use for the period of its leasing. It is the concern of the customer to check the suitability of the room for the intended storage.

5.2. Putting the goods into storage and taking them out of storage shall be carried out by the customer. He shall also be responsible for the correct stacking and storing of the goods. In accordance with the rulings of the house rules for air-conditioned storage, and for ensuring conformance with building legislation, in particular concerning the maximum loading of the floor area. In cases of doubt, request information enquire about this from the cold storage company.

5.3. It is incumbent upon the customer also to comply with the hygiene regulations issued by the health and welfare authorities in regard to the goods to be stored.

5.4. The customer may utilize the room only to store goods for his own purposes. Any subletting is permitted only with the consent of the cold storage company.

5.5. The customer shall keep the room locked and, for emergencies, shall deposit a key in a sealed envelope with the cold storage company.

5.6. The cold storage company is entitled for compelling reasons to make alterations to the rented room or to allocate a different room to the customer. In this connection, the cold storage company is entitled to the interests of the customer. The costs for re-storation of the goods shall be borne by the cold storage company, unless this is the responsibility of the customer.

5.7. The cold storage company is entitled to allow authorized persons access to the room to perform necessary tasks, after having given prior notification thereof to the customer. Such access shall take place only in the presence of the customer. If, in an emergency, the customer fails to be notified beforehand, the event shall be documented and the customer advised thereof without delay.

5.8. In connection with room rental, the customer shall charge the cold storage company with putting the goods into storage and taking them out of storage and with the performance of other work connected with the goods, in these instances the rulings as under Sections 4.3, 4.4, 4.5, 4.6 and 4.8 of the ABK shall apply mutatis mutandis, it being understood that, by these actions, the goods do not pass into the care and custody of the cold storage company.

6. **Access to the Cold Store**

6.1. Unless there is direct access to the leased room, the customer and his authorized agent are permitted to enter the storage room only when accompanied by an authorized agent of the cold storage company. Both the customer and his authorized agent shall produce proof of identity when requested to do so. The customer and his authorized agent shall comply with the house rules of the cold store, and in particular the fire protection regulations (for example, ban on smoking) and all other regulations concerning the prevention of accidents, maintenance of safety and hygiene. The customer shall be responsible for all acts and omissions and authorized agents of the cold storage company, or other persons contravening the house rules of the cold store may be refused entry.

**Notice of Deficiencies**

7.1. When goods are delivered and at a required temperature, the goods are delivered in outwardly unrecognizable deficiencies. Thus, deficiencies may be outwardly unrecognizable deficiencies after their discovery, but not later than 8 days following the taking out of storage, the goods shall be deemed as having been properly taken out of storage.

7.2. Should the customer or his authorized agent establish a violation of the cold storage company, or should he contract by authorized agents of the cold storage company, or should he...
obtain knowledge of such a violation, he shall without delay, at the latest within 30 days of the establishment of such violation, give notice thereof in writing to the cold storage company. The conduct is deemed as approved if, within one month after receiving knowledge thereof, the customer fails to lodge a complaint in writing to the cold storage company as being in violation of the contract. The same shall apply mutatis mutandis if the customer or his authorized agent establishes a knowledge of deficiencies in the goods during the period of storage.

11.6.2. Damage due to natural wastage or natural deterioration of the goods, in the case of loss or damage of the goods (damage to goods) the cold storage company shall be liable for all damage only based on the due care and diligence of a prudent businessman is unable to avert; this also applies to strikes.

11.6. The cold storage company shall not be held liable for the following circumstances which the cold storage company with the due care and diligence of a prudent businessman is unable to avert, this also applies to strikes.

11.5. In each case the liability of the cold storage company shall be limited to the value of the goods declared or estimated in conformity with Section 8. Given subsequent declaration of the value, the insurance policy shall be modified with the beginning of the month following subsequent declaration.

11.4. Set-off or retention against claims of the cold storage company is only permissible with due and payable counterclaims of the customer, to which there are no objections or which were found by the court to be due and conclusive.

11.3. In the case of damage by fire the cold storage company shall be liable only for its own gross negligence and that of its executive personnel as well as for the violation of cardinal and contract-related duties also by ordinary servants.

11.2. In the case of loss or damage of the goods (damage to goods) the cold storage company shall be liable for all damage only based on the due care and diligence of a prudent businessman is unable to avert; this also applies to strikes.

11.1. The cold storage company shall be liable for all damage only based on the due care and diligence of a prudent businessman is unable to avert; this also applies to strikes.

10.1. In respect of the goods, both those put into storage and placed in the room, the cold storage company shall take out a goods insurance for the account of the customer for the duration of the contract. In case of damage, the customer is entitled to apply for compensation of damage, the value of the goods declared or estimated in conformity enclosed with the ABK.

8. Declaration of Value

8.1. The customer shall be answerable to the cold storage company in that he and his authorized agents shall fulfill the obligations assumed pursuant to Section 8. Given subsequent declaration of the value, the insurance policy shall be modified with the beginning of the month following subsequent declaration.

8.2. Should he fail to do so, the cold storage company shall estimate the value and advise the customer thereof. The customer is entitled to remedy the omission by subsequent presentation of a declaration.

7. Notice to Terminate

7.1. The storage and room rental contracts can, unless a fixed time of the period of storage.

6. Declaration of Value

6.1. The customer shall be liable for the cold storage company in that he and his authorized agents shall fulfill the obligations assumed pursuant to Section 8. Given subsequent declaration of the value, the insurance policy shall be modified with the beginning of the month following subsequent declaration.

5. Insurance of Goods

5.1. In respect of the goods, both those put into storage and placed in the room, the cold storage company shall take out a goods insurance for the account of the customer for the duration of the contract.

4. Full Liability

4.1. The cold storage company cannot invoke the article concerning liability limitations and loss of claims from liability contained in the ABK when a damage or loss is due to gross negligence (wrongful intent and gross fault) or to infringement of cardinal and contract-fundamental obligations.

3. Notice to Terminate

3.1. In the case of damage by fire the cold storage company shall be liable only for its own gross negligence and that of its executive personnel as well as for the violation of cardinal and contract-related duties also by ordinary servants.

2. Full Liability

2.1. The cold storage company cannot invoke the article concerning liability limitations and loss of claims from liability contained in the ABK when a damage or loss is due to gross negligence (wrongful intent and gross fault) or to infringement of cardinal and contract-fundamental obligations.