

# MoveAgain GmbH

## GENERAL TERMS AND CONDITIONS (GCV)

### General terms and conditions

As of [12.04.2023]

#### 1. Subject

MoveAgain GmbH, Holzgasse 7-11, 50676 Cologne (hereinafter referred to as "MoveAgain") shall operate an online platform on which the "Customer" (the contracting party as per the online registration represented by the person indicated) may purchase the performance of home and business services (e.g. removals, cleaning, painting, etc.) (hereinafter referred to as "Services"). MoveAgain may offer other contractual services in connection with the main Services via the Platform, such as the processing of payment for the Service or communication between the persons involved in the performance of the contract.

These General Terms and Conditions of Business (hereinafter "GTC") together with the information provided by the Customer in connection with the order and the offer of MoveAgain shall constitute the contract between MoveAgain and the Customer for the provision of the Services and the use of the online platform. By clicking on the checkbox ["I have read and accept the General Terms and Conditions"] the Customer declares that he has read, understood and accepted the General Terms and Conditions.

If the Customer enters into the Agreement on behalf of a third party, e.g. on behalf of his employer or another company, the Customer represents and warrants that he is authorised to represent the Customer concerned and to enter into the Agreement with MoveAgain, including these T&Cs, on behalf of the third party concerned. MoveAgain shall not be obliged to verify the authorisation internally. The Customer within the meaning of the GTC shall always be the one who becomes a contractual partner of MoveAgain.

#### 2. MoveAgain's services

MoveAgain organises and carries out removals, among other things, and can provide certain accompanying services in this context. Such services include, for example, the arrival and departure of the transport vehicle and the loading and unloading of the goods to be moved. The customer can sometimes book such services for an additional fee, e.g. the purchase of moving boxes, the setting up of no-parking zones.

##### 2.1 Basic services

The customer does not hire a vehicle(s) or mover(s), but books a removal. MoveAgain reserves the right to use a different number or type of transport vehicle(s) and a smaller and/or larger number of employees to carry out the booked assignment.

The following services for the execution of a move with MoveAgain are always included in the

contract:

- Planning and organisation of the move
- Arrival and departure of the transport vehicle
- Intervention of removal personnel to an appropriate extent, both at the loading and unloading location
- Loading and unloading of the goods to be moved into the transport vehicle by the removal personnel
- Transport of the goods to be moved to the place of removal
- Unloading of the household goods by the removal staff at the removal site
- Moving and parking of the goods to be moved
- Fuel for the transport vehicle(s)

## **2.2 Additional services**

If MoveAgain so offers, the Customer may subscribe to additional services for an additional fee. These are the following services, listed by way of example:

- assembly and disassembly of furniture and kitchens
- Packing and unpacking of goods to be moved
- Organising, requesting permission, setting up no-parking zones with timely provision of the necessary signs.
- Provision of packing material

## **2.3 Booking assembly services**

When booking a removal, it is possible to additionally book the assembly service. The assembly service can be booked separately as furniture dismantling (disassembly) and/or furniture assembly (assembly).

Assembly (reassembly) shall only apply to furniture that has previously been dismantled (disassembled) by MoveAgain. It is not possible to book the assembly of new and/or unprofessionally dismantled furniture or furniture in its original packaging.

Drilling, sawing and/or installation work on furniture and walls or the connection of electrical or gas appliances shall not be included in the assembly services of MoveAgain.

MoveAgain reserves the right to refuse the assembly of new furniture in its original packaging.

MoveAgain reserves the right to refuse the assembly of furniture which it has not dismantled itself.

## **2.4**

All other work or services will be invoiced separately by agreement. Disassembly and assembly do not include drilling or sawing work on furniture and walls or electrical connections.

## **3. Formation of the contract**

On the basis of the data provided by the Customer to MoveAgain (e.g. addresses, goods to be moved, etc.) MoveAgain shall draw up an offer and forward it to the Customer. The offer shall be valid for a period of 5 working days from the date of its transmission to the customer. The Customer is not obliged to accept MoveAgain's offer.

The contract shall be concluded when the Customer, after receiving the offer, clicks on "Book now" on the online platform and thereby accepts the offer of MoveAgain.

Alternatively, a contract can be concluded by e-mail or by telephone. The telephone conversation in question will be recorded after prior notification and with the consent of the customer.

The conclusion and execution of the contract shall be effective only between MoveAgain and the Customer. For the performance of the contractual services MoveAgain shall use third party companies which act as subcontractors of MoveAgain. The subcontractors shall not become contractual partners of the Customer. Accordingly, the remuneration for the agreed services shall be due to MoveAgain. MoveAgain shall be entitled to execute contracts concluded with the Customer with one or more service providers. However, MoveAgain shall remain the sole contractual partner from the beginning to the end of the transaction, the sole beneficiary of the payment (with the exception of cash payments on site) and the sole contact person for the customer.

## **4. Obligations of the customer**

The order shall be placed exclusively on the basis of the reference values previously communicated by the customer. If these are changed or not communicated correctly, this shall result in a change in the framework conditions and the framework values shall therefore be adjusted.

### **4.1**

The customer shall be obliged to provide true and complete information, in particular with regard to the information required on the place of removal and relocation (such as local conditions, metre indications for journeys to/from the lorry/vehicle, square metre indications, number of rooms, persons in the household, lift/floor indications, cellars, contents of the list of goods to be removed, etc.).

### **4.2**

If MoveAgain discovers, during the execution of the order, special circumstances, for example at the Customer's moving location (e.g. a distance of more than 20 metres from the front door to the truck/vehicle and/or very dirty and/or poorly packed personal effects (cf. item 4.11)), about which the Customer has not provided information beforehand, MoveAgain reserves the right to charge the Customer, after the execution of the order, additional and reasonable compensation for the costs incurred.

### **4.3**

The Customer shall ensure that no objects or equipment are inadvertently taken away or left behind. Vehicles must be checked before departure to ensure that they are empty.

## 4.4

In the event of snowfall, the client is responsible for clearing the immediate access road and car park of snow so that access can be made without difficulty. If access or parking is made impossible by snow, MoveAgain reserves the right to charge the Customer for any snow removal work.

## 4.5

The customer undertakes to :

- a. Obtain the administrative permits for no-parking zones for the agreed period of the move at the place of move-in and move-out. Insofar as the Customer has booked with MoveAgain, as an additional service, the provision of an emergency stop zone for the place of removal and/or the place of moving in, MoveAgain undertakes to endeavour to obtain emergency stop zones for the period of removal agreed with the Customer. The obtaining of no-parking zones shall be subject to the permission of the authorities. Unnecessary expenses shall also be reimbursed, i.e. those which were incurred in anticipation of the performance of the service, but which prove to be unnecessary due to the non-performance of the service for which you are responsible (e.g. costs for setting up a no-parking zone if you terminate the contract. Flat rate of EUR 200).
- b. Carrying out all the necessary preparatory work in good time to enable the removal to proceed smoothly, in particular packing the personal effects (see point 4.11). The above does not apply if and insofar as the customer has booked the corresponding preparation services as additional services with MoveAgain.
- c. Send a complete list of personal effects to MoveAgain. Insofar as this is part of the booking process, the customer is obliged to enter the complete list of household effects directly as part of the booking process on the website. If a removal list has not been requested/communicated prior to or as part of the booking, or if the completeness of the removal list could not be guaranteed at the time of booking, the customer must send the removal list or complete it by e-mail to MoveAgain at the latest three days prior to the date communicated by MoveAgain.
- d. Provide all documents/accompanying documents, permits, licences, customs documents - if necessary - required by law or the authorities for the removal goods concerned. MoveAgain shall not be obliged to obtain or verify such documents pursuant to § 451b (3) sentence 2 HGB.
- e. to provide additional and descriptive information on items to be transported that exceed a size of 2 metres and/or 100 kg (e.g. marble statue, piano, safe, etc.) and/or that require special transport equipment
- f. To carry out all the necessary preparatory work in good time to ensure that the move goes smoothly, in particular to pack personal belongings (see point 4.11) and to dismantle light, plug-in furniture (e.g. Ikea Pax / Billy shelves). The foregoing shall not apply if and insofar as the customer has booked corresponding preparation services as additional services with MoveAgain.
- g. Pack the goods to be moved in such a way that they are not damaged during the execution of the order by MoveAgain. In particular, moving, fragile and/or electronic parts shall be specially protected by the Customer. In particular, fragile objects such as lamps (shades), pictures (frames), plants and technical equipment (televisions, computers, etc.) shall be packed in such a way that they are sufficiently protected against forces that may arise during transport. MoveAgain shall not be obliged to check the transport security provided by the

Customer. The Customer shall ensure that the packaging is suitable and safe for transport. Goods transported which are not adequately or securely packed for transport or which are dirty may be refused by MoveAgain without affecting other contractual rights and obligations. If fragile items are damaged because they have not been packed by the Customer in accordance with the above conditions, MoveAgain shall not be liable for such damage.

## **4.6**

On collection of the transported goods, the customer is obliged to check that no objects or equipment have been taken away or left at the loading site by mistake. Items that are not involved in the removal must be marked and/or stored accordingly.

The client must ensure that he himself is present at the loading and unloading site during the entire loading and unloading of the goods to be moved, in order to be able to sign all the necessary working documents. If the Customer is unable to do so, he shall appoint a third party to MoveAgain who is authorised to send or receive the goods to be moved, to check them for damage and to accept the services of MoveAgain. The customer shall inform his agent of all details of the order, the contract and any other agreement.

In the event of delays due to the absence of the Customer or the absence of an on-site representative, MoveAgain shall be entitled to charge a flat-rate compensation of € 50.00 gross per commenced half hour per mover present on site, due to the third party costs incurred. From 3 hours onwards MoveAgain shall be entitled, without providing the contractually agreed services, to charge the Customer the full contractually agreed transport price by means of a lump sum compensation. In both cases the Customer shall be entitled to prove that the damage claimed did not occur at all or was significantly less than the lump sum. MoveAgain shall also be entitled to prove a greater loss.

If the Customer indicates that the loading and/or unloading location is easily accessible for a truck up to 20 metres and this is not the case on the day of execution of the order due to parked third party cars or other obstacles, MoveAgain shall charge additional costs for the additional work thus caused in the amount of € 50.00 gross per commenced hour per worker for the duration of loading and unloading. The same shall apply to lifts indicated by the customer as being available, but which are not available or are defective on the day of execution of the order. In both cases, the Customer can justify a lower amount or MoveAgain a higher amount of additional expenditure.

## **4.7**

MoveAgain shall be given access to the new and old dwelling. Carpets, parquet and other floor coverings in the old and new home must be covered and protected by the customer against dirt (e.g. gravel in the forecourt, etc.). MoveAgain shall not be liable for damage and/or dirt caused by failure to comply with the above obligation.

# **5. Changing/deferring dates and cancellations**

## **5.1 Change/deferral of dates**

The agreed dates (dates) for the provision of services may only be changed/postponed with the agreement of both parties. Confirmation from MoveAgain is required to change/postpone an appointment. The change/postponement of an appointment shall have the following financial consequences, unless the Customer and/or MoveAgain can prove a lower or higher financial

consequence:

In case of changing/postponing an appointment within a period of 7 days to 72 hours before the start of the service, a fee of € 100.00 will be charged.

In case of a change/rescheduling of an appointment less than 72 hours before the start of the service, 50% of the agreed price will be charged.

All other changes/rescheduling of appointments are free of charge.

## **5.2 Cancellations**

Cancellations must be sent in writing (by e-mail to [info@moveagain.de](mailto:info@moveagain.de)) to MoveAgain. Cancellations have the following financial consequences, unless the customer and/or MoveAgain can prove a lower or higher financial consequence:

Cancellations made more than 14 days before the start of the service are free of charge.

In the event of cancellation between 14 days and 7 days before the start of the service, 50% of the agreed price shall be charged.

In case of cancellation between 6 days and 72 hours before the start of the service, 80% of the agreed price will be charged.

In the event of cancellation less than 72 hours before the start of the service, 100% of the agreed price will be charged.

## **6. Prices and payment**

### **6.1 Prices**

All prices are in Euros (€) and include VAT, which is valid at the time of invoicing.

### **6.2 Payment**

The following payment methods are available on the MoveAgain online platform:

- Credit card:

In case of payment by credit card, the agreed total amount shall be charged to the Customer's credit card by the payment service provider used by MoveAgain. Only the credit card providers indicated on the online platform are accepted.

- Advance payment

In case of advance payment, the total amount agreed upon shall be transferred to MoveAgain's bank account in advance.

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Invoice (POWERPAY):

The payment method "invoice" is offered by the payment service provider MF Group/POWERPAY which MoveAgain uses. With the individual invoice, the customer can pay for the ordered services simply by invoice. The customer shall receive the invoice free of charge by e-mail, provided that he has a valid e-mail address. If the customer does not pay on time, he/she will receive a monthly invoice with a summary of the order the following month.

When concluding a contract with MoveAgain, MF Group/ POWERPAY shall take over the resulting invoice claim and administer the corresponding payment arrangements.

In this case, the customer shall also accept the General Terms and Conditions of MF Group/POWERPAY ([powerpay.ch/en/agb](https://powerpay.ch/en/agb)).

### **6.3 Increase/decrease in value**

The data transmitted to MoveAgain (e.g. addresses, goods to be moved, etc.) must be complete and correct. If it is not possible to state certain points clearly and/or if special information is required, the customer shall state this in the comment field or in a personal meeting with a MoveAgain employee.

MoveAgain reserves the right to charge you for all or part of the additional costs caused by (i) incomplete or incorrect data or (ii) delay or (iii) circumstances for which MoveAgain is not responsible. MoveAgain shall, as far as possible, try to find an amicable solution with the Customer.

Additional expenses giving rise to compensation shall in particular include removal items which are not included in the list of removal items or which have not been expressly included in MoveAgain's offer and which have nevertheless been the subject of the services, directly or indirectly, at the Customer's initiative.

In the case of additional expenses not agreed upon at the time of conclusion of the contract, these shall be documented separately and shall form an integral part of the original contract as an extension of the contract, insofar as the Customer signs this subsequent documentation. If the Customer refuses to sign it, MoveAgain shall not be obliged to provide the services relating to the additional expenses.

If the Customer extends the scope of services after the conclusion of the contract or if unforeseeable expenses arise for MoveAgain within the scope of the contractual services, these shall be paid for additionally by the Customer in accordance with the following price and performance list.

## **7. Conditions of use of the online platform**

The following terms and conditions shall govern the use of the MoveAgain online platform and its contents and applications. In the event of a breach of these terms of use, MoveAgain reserves the right to block the customer account immediately, without notice and without compensation.

## **7.1 Customer account**

In order to be able to use the online platform and the services offered through it, the customer must create a customer account (registration). The data required for this must be complete and correct.

The customer is responsible for the access data to the customer account (login) as well as the corresponding passwords. This data shall be carefully stored, protected against unauthorised access by third parties and shall not be passed on to unauthorised third parties. In the event of loss of data, MoveAgain shall be informed immediately by the Customer. Any liability of MoveAgain for damage suffered by the Customer due to the loss of his data for which he is responsible shall be excluded.

The Customer shall be obliged to keep his contractual address, billing address and e-mail address up to date at all times in his customer account. The e-mail address which he has indicated and stored in his customer account shall be deemed to be the primary address for delivery. Accordingly, MoveAgain shall generally send the Customer information relating to the contract (e.g. invoices, reminders, changes to the services and/or contractual terms and conditions, etc.) to this e-mail address or make this information available to the Customer in another appropriate manner (e.g. in the customer account).

If the Customer wishes to delete his customer account, he shall inform MoveAgain in writing.

## **7.2 Warranty and liability**

The online platform and its contents and applications shall be created and managed with the greatest possible care. However, MoveAgain does not assume any guarantee or liability for the correctness, completeness and up-to-dateness of third-party content or for the 100% availability and proper functioning of the online platform and its applications. In particular, errors in the description of the services offered are reserved. Isolated maintenance-related failures shall be included in the availability.

The information and opinions presented on the online platform (in particular those contained in the "MoveAgain Advisor") are not intended to be comprehensive or definitive on the subject concerned, do not constitute advice and should therefore not be regarded as a substitute for specific advice on a concrete individual case. Furthermore, they may only represent the opinion of the author and not that of MoveAgain. This is noted. Furthermore, MoveAgain shall not be liable for the contents and the availability and proper functioning of websites or online portals of third parties to which the MoveAgain website refers by means of links or otherwise or which refer to the online platform. The contents of third party websites or online portals are external contents over which MoveAgain has no influence and for which MoveAgain is not responsible.

MoveAgain is also not liable for damage caused by viruses, hacker attacks or other manipulations of your device by third parties.

## **7.3 Intellectual property**

All intellectual property rights to the contents of the online platform and its applications (texts, trademarks, images, videos, layout, etc.) are owned by MoveAgain or authorised third parties. All rights are reserved. The use of such content by the customer is prohibited without the express prior consent of MoveAgain in text form. Quotation with correct indication of the source and linking



to the online platform shall be permitted.

## **7.4 Data protection**

MoveAgain GmbH shall use the data provided by the Customer for the execution and processing of the order. The data shall be passed on to vicarious agents insofar as they are used for the execution of the order. After complete execution of the order and full payment, the data is blocked for further use and deleted after the expiry of the fiscal and commercial provisions.

For the rest, reference is made to the data protection declaration of MoveAgain GmbH.

<https://www.moveagain.de/en/datenschutzbestimmungen>

## **8. Right of withdrawal**

The contract for the execution of a removal is a contract in the sense of § 312 g para. 2 p.1 no. 9 BGB (contract for the delivery of goods). The Customer shall not have a statutory right of withdrawal pursuant to § 355 BGB.

If the Customer agrees with MoveAgain on payment by instalments or concludes a contract for the sale of moving boxes, MoveAgain shall refer to the detailed explanations in the document "Information on the right of withdrawal in case of payment by instalments or purchase of moving boxes". The customer shall be informed of his right of withdrawal prior to the conclusion of his order when purchasing moving boxes and when choosing the instalment payment method. The customer must confirm that he/she is aware of this information during the ordering process.

## **9. Customer's right of withdrawal**

The Customer may terminate the removal contract at any time. If the Customer terminates, MoveAgain may, insofar as the termination is based on reasons which are not attributable to MoveAgain's area of risk, in accordance with Section 415 (1) HGB, either demand the agreed freight, any detention costs as well as the expenses to be reimbursed, taking into account what MoveAgain saves in expenses as a result of the termination of the contract or what it otherwise acquires or fails to acquire in bad faith, or demand one third of the agreed freight. In the latter case the Customer shall have the opportunity to prove that MoveAgain has incurred lower costs.

In addition MoveAgain shall grant the Customer a right of cancellation as described in item 5.2.

## **10. Termination for good cause**

The right of termination without notice for good cause pursuant to § 648a BGB shall remain unaffected.

## **11. Other provisions**

The transfer of the contract or the assignment or transfer of rights, obligations or claims arising from it shall require the written consent of MoveAgain.

Offsetting of the Customer against MoveAgain shall only be possible with undisputed or legally valid claims of the Customer.

Any amendment or supplement to the contract concluded between MoveAgain and the Customer, including these General Terms and Conditions of Business, as well as any ancillary agreements, shall be made in writing. This shall also apply to a change in this requirement of written form.

MoveAgain reserves the right to amend these General Terms and Conditions without stating reasons and with effect for the future. Existing contracts shall not be affected by such amendment.

The Customer waives his right of set-off for all claims he has against MoveAgain.

## **12. Applicable law**

The contract between MoveAgain and the Customer shall be governed by German law.

### **Part A General provisions on liability**

#### **Information on liability provisions according to Article 451g of the Commercial Code.**

##### **1. Principles of liability**

MoveAgain shall be liable for damage caused by loss of or damage to the goods between acceptance for transport and delivery or by exceeding the delivery period as long as the goods are in the custody of MoveAgain.

##### **2. Compensation for value**

If MoveAgain has to pay compensation for the loss of the customer's removal goods, the value at the place and time of collection for transport shall be reimbursed (current value). If the removal goods are damaged, the difference between the value of the undamaged removal goods and the value of the damaged goods must be reimbursed. The value of the removal goods at the place and time of collection by MoveAgain shall be decisive. The value of the removal goods shall be determined by the market price.

##### **3. Limitation of liability**

MoveAgain's liability for loss or damage shall be limited in accordance with § 451 e HGB to an amount of € 620,- per cubic metre of loading space required for the performance of the contract. MoveAgain's liability for exceeding the delivery period shall be limited to three times the freight amount. If MoveAgain is liable for damages other than those resulting from the loss of or damage to the goods or the exceeding of the delivery period due to the breach of a contractual obligation in connection with the performance of the removal, and if the damages are other than damage to property or personal injury, then the liability of MoveAgain shall be limited to three times the amount that would have been due in the event of the loss of the goods.

## **4. Special grounds for exclusion of liability**

1. MoveAgain shall be exempt from liability pursuant to § 451d HGB insofar as the loss or damage is due to one of the following risks
  - a. Transport and storage of precious metals, jewellery, precious stones, money, stamps, coins, securities or documents (§ 451 d para. 1 No. 1 HGB); - Insufficient packaging or marking by the sender (§ 451 d para. 1 No. 2 HGB);
  - b. Handling, loading or unloading of the goods by the consignor (§ 451 d para. 1 No. 3 HGB);
  - c. Transport and storage of unpackaged goods by the remover in containers (§ 451 d Paragraph 1 No. 4 HGB);
  - d. Loading or unloading of goods whose dimensions or weight do not correspond to the space available at the loading location. The loading or unloading of goods does not correspond to the place of loading or unloading, provided MoveAgain has previously informed the sender of the risk of damage and the sender has insisted that the service be performed (§ 451 d para. 1 no. 5 HGB);
  - e. transport and storage of live animals or plants (§ 451 d Paragraph 1 No. 6 HGB);
  - f. the natural or defective nature of the goods, due to which they are particularly susceptible to damage, in particular through breakage, malfunction, rust, internal deterioration or leakage (§ 451 d Paragraph 1 No. 7 HGB).
  - g. The executing contractor shall be liable for damage which is not to the property, e.g. to the building, staircase etc., and which is attributable to him.8)
  - h. In such cases MoveAgain hereby assigns to the Customer its claim for damages against the executing contractor.

MoveAgain may only rely on the special grounds for exclusion of liability if MoveAgain has taken all measures which are incumbent upon it under the circumstances and has complied with special instructions.

2. The warehouse keeper shall not be liable for damage caused by nuclear energy and radioactive substances or by radioactive substances.

## **5. Validity of the disclaimers and limitations of liability**

1. The disclaimers and limitations of liability shall also apply to non-contractual liability claims for loss of or damage to the goods or for exceeding the delivery period, unless MoveAgain acted intentionally or with gross negligence and with knowledge that damage would probably occur.
2. The aforementioned disclaimers and limitations of liability shall also apply to the employees of MoveAgain.

## **6. Notification of damage, § 438, 451f HGB**

1. Externally visible damage to and loss of the goods must be reported to MoveAgain after delivery in accordance with § 451 f No. 1 HGB in a detailed and sufficiently concrete manner in text form (by e-mail to info@moveagain.de) at the latest on the following day. A

mere mention on the proof of performance, the proof of delivery or the damage report is not sufficient for this notification obligation.

2. An oral complaint is permitted if the damage is reported "on delivery". Furthermore, the complaint must be made in text form in accordance with § 438 paragraph 4 of the German Commercial Code. The damage must be mentioned in detail and in concrete terms.
3. Damage and losses which are not visible from the outside must be reported to MoveAgain in accordance with § 451 f No. 2 HGB within 14 days after delivery, also in a detailed and sufficiently concrete manner in text form (by e-mail to info@moveagain.de).
4. If damage and loss is not reported within the above-mentioned period, the Customer's liability claims against MoveAgain shall lapse.
5. Exceeding the delivery period must be reported in writing within 21 days after delivery in accordance with § 438 paragraph 3 HGB. Any claim for exceeding the delivery period shall also be null and void if the customer does not notify MoveAgain within this period after delivery.

Second-hand goods are fully covered, with the exception of damage caused by paint, scratches, rust and oxidation.

If the goods have not been packed by the customer in such a way as to ensure their transport (see § 4.5 paragraph g)), the right to carrier's liability or transport insurance is lost. The same applies to damage caused by paint, scratches, scuffs, rust and oxidation.

## **7. Different agreement / insurance**

It is possible for the customer to agree with MoveAgain a more extensive liability or to insure the goods.

## **8. Extended liability**

Unless otherwise agreed above, MoveAgain shall be liable in accordance with the statutory provisions.