

# MoveAgain GmbH

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### General terms and conditions

Version as of [30.06.2023]

#### 1. Subject

MoveAgain GmbH, Holzgasse 7-11, 50676 Cologne, Germany (hereinafter "MoveAgain") operates an online platform on which the "Customer" can household-related and company-related services (e.g. removals & cleaning) (hereinafter "Services"). MoveAgain may offer further contractual services in connection with the main services via the platform, such as the processing of the payment for the service or the communication between the acting persons during the execution of the contract.

These General Terms and Conditions (hereinafter referred to as "GTC") - together with the information provided by the Customer in the context of the order as well as the offer of MoveAgain - constitute the contract between MoveAgain and the Customer on the provision of the services and the use of the online platform. By clicking on the checkbox ["I have read and agree to the General Terms and Conditions"], the Customer declares to have read, understood and accepted the GTC.

If the Customer concludes the contract on behalf of a third party, e.g. on behalf of his employer or another company, the Customer declares and warrants that he is authorised to represent the respective company and to conclude the contract with MoveAgain including these GTC on behalf of the respective third party. MoveAgain is not obliged to verify the authorisation in the internal relationship. The Customer within the meaning of the GTC is always the person who becomes MoveAgain's contractual partner.

#### 2. Services of MoveAgain

MoveAgain organises and carries out removals in particular and may provide certain accompanying services in this context. Such services are e.g. arrival and departure of the transport vehicle, loading and unloading of the removal goods. In some cases, the customer can book such services for an additional fee, e.g. purchase of removal boxes, setting up no-stopping zones.

##### 2.1 Basic services

The Customer does not rent any vehicle(s) or removal assistants, but books a removal. In this respect MoveAgain reserves the right to use a different number or type of transport vehicle(s) as well as fewer and/or more employees in order to carry out the booked order.

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

scope of the contract:

- Planning and organisation of the move
- Arrival and departure of the transport vehicle
- Deployment of removal personnel to an appropriate extent at both loading and unloading points
- Loading and unloading of the removal goods into the transport vehicle by the removal staff
- Transport of the removal goods to the move-in location
- Unloading of the removal goods by the removal staff at the move-in location
- Shipment and storage of the removal goods
- Fuel for the transport vehicle(s)
- Materials for proper loading (e.g. belts)

## **2.2 Further services**

The Customer may book additional services, if and to the extent offered by MoveAgain, for an additional fee. These are exemplarily the following services:

- Assembly and disassembly of furniture and kitchens
- Packing and unpacking removal goods
- Establishment of no-stopping zones with timely erection of the necessary road signs.
- Provision of packaging materials

## **2.3 Booking of assembly services**

When booking a removal, the assembly service can be booked in addition. The assembly service can be booked separately as dismantling and/or assembly.

Assembly (reassembly) only covers furniture that has previously been dismantled (disassembled) by MoveAgain. The booking of assembly of new and/or not professionally dismantled or originally packed furniture is not possible.

Drilling, sawing and/or installation work on furniture and walls or the connection of electrical or gas-powered devices is not included in MoveAgain's installation service.

## **2.4**

All other work or services will be charged separately by arrangement. Disassembly and assembly does not mean drilling or sawing work on furniture and walls or electrical connections.

## **2.5**

MoveAgain is not authorised to carry out water, electrical, gas, dowel and other installation work is authorised.

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

Based on the data provided by you to MoveAgain (e.g. addresses, removal goods, etc.) MoveAgain will prepare an offer and transmit it to the Customer. The offer is valid for a period of 5 working days. The Customer is not obliged to accept MoveAgain's offer.

The contract is concluded when the Customer clicks on "Book Now" on the online platform after

receiving the offer and thereby accepts the offer of MoveAgain.

Alternatively, a contract can also be concluded by e-mail or telephone. The relevant telephone conversation will be recorded after prior notice and with your consent.

The conclusion and execution of the contract shall only be effective between MoveAgain and the Customer. For the performance of the contractual services MoveAgain uses 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 is owed to MoveAgain and MoveAgain is the relevant contact person of the Customer before, during and after the performance of the services.

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

### **4.1**

The customer is obliged to provide truthful and complete information, in particular with regard to the required details of the move-in and move-out location (such as local conditions, metre details for walking distances to/from the lorry/vehicle, square metre details, number of rooms, persons in the household, lift/floor details, cellar rooms, contents of the list of removal goods, etc.).

### **4.2**

Should MoveAgain find special circumstances during the execution of the order, e.g. at the place of moving in and out of the Customer's premises (e.g. walking distance of more than 20 metres from the front door to the truck/vehicle and/or heavily soiled and/or improperly packed removal goods (cf. Clause 4.11)), about which the Customer has not previously provided any information, MoveAgain reserves the right to charge the Customer an additional and reasonable expense allowance for this after the execution of the order.

### **4.3**

The customer must ensure that no objects or equipment are accidentally taken away or left standing. The vehicles are to be checked for empty condition before departure.

### **4.4**

In the event of snowfall, the Customer shall be responsible for clearing the immediate approach route and the parking area of snow to such an extent that a trouble-free approach is possible. Should the approach or parking be impossible due to snow, MoveAgain reserves the right to charge the Customer for any snow removal work.

### **4.5**

If necessary, the Customer shall be responsible for obtaining official permits for no-stopping zones for the agreed period of the move at the move-in and move-out location. Insofar as the Customer has booked with MoveAgain as an additional service the provision of a no-stopping zone for the move-out location and/or the move-in location, MoveAgain shall be obliged to endeavour to procure no-stopping zones for the period of the move agreed with the Customer. The provision of no-stopping zones is in particular subject to official approval. Reimbursement is also due for futile expenses, i.e. expenses incurred in reliance on the performance of the service, but which prove to

be useless due to the non-performance for which you are responsible (e.g. fee for the installation of a no-parking zone if you withdraw from the contract. Flat rate 200 EUR).

## **4.6**

Furthermore, the Customer shall be obliged to carry out all necessary preparatory actions in due time to enable the proper execution of the removal, in particular to pack the removal goods (see Clause 4.11). The foregoing shall not apply if and to the extent that the Customer has booked corresponding preparatory services as additional services with MoveAgain.

## **4.7**

The Customer is obliged to send a complete list of removal goods to MoveAgain. If part of the booking process, the Customer is obliged to enter the complete list of removal goods directly on the Website as part of the booking process. If a list of household effects was not requested/provided prior to or during the booking process or if its completeness could not be guaranteed at the time of booking, the Customer shall send the list of household effects or the completion thereof to MoveAgain by email no later than three days before the date communicated by MoveAgain.

## **4.8**

Furthermore, the Customer shall be obliged to provide MoveAgain with all documents/accompanying documents, permits, licences, customs documents - as far as required in each case - required for the relevant removal goods on the basis of statutory or official requirements. Pursuant to § 451b para. 3 sentence 2 of the German Commercial Code (HGB) MoveAgain is not obliged to obtain or examine these documents.

## **4.9**

Furthermore, the customer is obliged to provide further and descriptive information on objects to be transported that exceed a dimension of 2 metres and/or 100 kg (e.g. marble statue, piano, safe etc.) and/or require special transport equipment.

## **4.10**

Furthermore, the Customer shall be obliged to carry out all necessary preparatory actions in due time to enable proper execution of the removal, in particular to pack the removal goods (see Clause 4.11) and to disassemble plug-in and light furniture (e.g. Ikea Pax / Billy shelves). The foregoing shall not apply if and to the extent that the Customer has booked corresponding preparatory services as additional services with MoveAgain.

## **4.11**

The Customer is obliged to pack the removal goods in such a way that, if possible, no damage occurs during the execution of the order by MoveAgain. In particular, movable, fragile and/or electronic parts shall be specially protected by the Customer. In particular, fragile items such as lamps, lampshades, plants and technical equipment (televisions, computers, etc.) shall be packed in such a way that they are sufficiently protected against the forces that may occur during transport. MoveAgain shall not be obliged to check this transport protection made by the Customer. The Customer shall ensure that the packaging is appropriate and safe for transport.

MoveAgain may reject goods which are not packed appropriately or securely for transport or which are soiled without affecting the other rights and obligations under the contract. MoveAgain shall not be liable for any damage to fragile items caused by the Customer's failure to pack them in accordance with the aforementioned conditions.

## **4.12**

When collecting the goods to be transported, the customer is obliged to check that no object or equipment is taken or left behind by mistake at the loading point.

The Customer shall ensure that he himself is present at the loading and unloading site for the entire duration of the loading and unloading of the removal goods, in particular in order to be able to sign all working papers. If he is prevented from doing so, the Customer shall name an authorised third party to MoveAgain who shall be entitled to dispatch or receive the removal goods, to inspect them for damage and to accept MoveAgain's services. The Customer shall inform his authorised representative accordingly about all order details, contractual matters and other agreements.

In case of delays caused by the fact that the Customer is absent or also not duly represented on site, MoveAgain shall be entitled to charge a lump-sum compensation in the amount of € 50.00 gross per half hour or part thereof per removal employee present on site due to the third-party costs incurred. If the waiting time exceeds 3 hours MoveAgain shall be entitled to charge the Customer the contractually agreed freight charge in full by way of liquidated damages without rendering the contractually agreed services. In both cases the Customer shall be entitled to prove that the damage claimed did not occur at all or was substantially lower than the lump sum. Likewise, MoveAgain shall be permitted to prove a higher damage.

If the Customer states that the loading and/or unloading point can be reached by a truck up to 20 metres without any problems and if this is not the case on the day of execution of the order due to parked foreign cars or other obstacles, MoveAgain shall additionally charge additional costs due to the additional expenditure incurred thereby in the amount of € 50.00 gross per hour or part thereof and worker for the time of loading and unloading. The same applies to lifts which the customer states are available but which are not available or are defective on the day the order is executed. In both cases the Customer may prove a lower amount or MoveAgain a higher amount of additional expenditure.

## **4.13**

Accessibility of the new and old flat must be granted to MoveAgain. Carpets, parquet floors and other floor coverings must be covered and protected from soiling by the Customer in the old and new flat. MoveAgain shall not be liable for any damage and/or soiling caused due to the disregard of the above obligation.

# **5. Change/postponement of appointments and cancellations**

## **5.1 Change / postponement of appointments**

Agreed dates (dates) for the provision of the services can only be changed/postponed with the consent of both parties. Confirmation by MoveAgain is required for the change/postponement of an appointment. The change/postponement of an appointment is subject to the following financial consequences, unless lower or higher financial consequences are proven by the Customer and/or

MoveAgain:

- If you change/postpone an appointment within a period of 7 days to 72 hours before the start of the service provision, you will be charged €100.00.
- In the event of a change/postponement of an appointment within less than 72 hours before the start of the service provision, you will be charged 50% of the agreed price.
- All other changes/postponements of dates are free of charge.

## 5.2 Cancellations

Cancellations must be sent in writing to MoveAgain. Cancellations are subject to the following financial consequences, unless lower or higher financial consequences are proven by the Customer and/or MoveAgain:

- Cancellations more than 14 days before the start of the service provision are free of charge.
- For cancellations within a period of 14 days to 7 days before the start of the service provision, you will be charged 50% of the agreed price.
- For cancellations within a period of 6 days to 72 hours before the start of the service provision, you will be charged 80% of the agreed price.
- In case of cancellations within less than 72 hours before the start of the service provision, you will be charged 100% of the agreed price.

## 6. Prices and payment

### 6.1 Prices

All prices are in euros (€) and include value added tax (VAT).

### 6.2 Payment

The following payment methods are available on MoveAgain's online platform:

- Credit card:

In case of payment by credit card, the agreed total amount will be charged to your credit card by the payment service provider used by MoveAgain. Only the credit card providers listed on the online platform are accepted.

- Prepayment

If payment is made in advance, the agreed total amount is transferred to the bank account of MoveAgain

### 6.3 Increased/reduced expenditure

The data transmitted to MoveAgain (e.g. addresses, removal goods etc.) must be complete and correct. If it is not possible to provide clear information on individual points and/or special information is required, this must be noted by the Customer in the comments field or mentioned in a personal conversation with a MoveAgain employee.

MoveAgain reserves the right to charge you for all or part of the additional expenses incurred (i) as a result of incomplete or incorrect data or (ii) as a result of a delay or (iii) in the event of circumstances unforeseeable by MoveAgain and for which the Customer is responsible. If possible, MoveAgain will try to find an amicable solution with the Customer.

The additional expenses to be compensated shall in particular also include removal goods which were not included in the list of removal goods or were otherwise not expressly made the subject matter of MoveAgain's offer but nevertheless became the subject matter of the performance of the service directly or indirectly at the instigation of the Customer.

In case of additional expenses not already agreed upon at the conclusion of the contract, such additional expenses shall be documented separately and shall become part of the original contract as an extension of the contract, provided that the Customer signs such additional documentation. If the Customer refuses to sign, MoveAgain shall not be obliged to provide the additional services.

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

## [OVERHEAD LIST](#)

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

The following provisions govern the use of MoveAgain's online platform as well as its contents and applications. In the event of a breach of these Terms of Use, MoveAgain reserves the right to block the Customer's account immediately, without notice and without compensation.

## **7.1 Customer account**

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

The customer is responsible for the access data to the customer account (login) and the associated passwords. This data must be stored carefully, protected from unauthorised access by third parties and not passed on to unauthorised third parties. In case of loss of the data MoveAgain shall be notified by the Customer immediately. Any liability of MoveAgain for damages incurred by the Customer due to the loss of his data for which he is responsible is excluded.

The customer is obliged to keep his contract, billing and e-mail address up-to-date in the customer account at all times. The e-mail address provided by the Customer and stored in the Customer Account shall be deemed the primary delivery address. Accordingly, MoveAgain shall send the Customer information relevant to the contract (e.g. invoices, reminders, changes to the services and/or terms of the contract, etc.) as a rule to this e-mail address or shall make this information available to the Customer in another suitable manner (e.g. in the Customer Account).

If the Customer wishes to delete his Customer Account, he shall notify MoveAgain thereof in text form.

## **7.2 Warranty and liability**

The online platform as well as its contents and applications are created and maintained with the greatest possible care. However, MoveAgain does not assume any warranty or liability for the correctness, completeness and up-to-dateness of third party contents as well as for the 100% availability and the correct functioning of the online platform and its applications. In particular, errors in the description of the services offered are reserved. Individual maintenance-related outages are to be included in the availability.

The information and opinions on the online platform (in particular those in the "MoveAgain Advisor") are not intended to be a comprehensive or conclusive statement on the subject in question, do not constitute advice and accordingly must not be regarded as a substitute for specific advice on a concrete individual case. Furthermore, they may only represent the opinion of the respective author, not also of MoveAgain. This will be indicated. Furthermore, MoveAgain shall not be liable for the contents as well as for the availability and correct functioning of the websites or online portals of third parties to which reference is made from the MoveAgain website via links or in any other way or which refer to the online platform. The contents of the websites or online portals of third parties are third-party contents over which MoveAgain has no influence and for which MoveAgain is not responsible.

MoveAgain also accepts no liability for damage caused by viruses, hacker attacks or other manipulation of your device by the actions of 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 held by MoveAgain or the respective authorised third parties. All rights are reserved. Any use of these contents by the Customer is prohibited without the prior express consent of MoveAgain in text form. Quoting with correct source information as well as setting links to the online platform is permitted.

## **7.4 Data protection**

The "Privacy Policy & Cookie Policy" explains how MoveAgain collects and processes personal data in connection with the operation and use of the online platform and its applications. It also explains how MoveAgain uses cookies and similar technologies in this context. The "Privacy Policy & Cookie Policy" can be accessed via the following link:

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

## **8. Right of withdrawal**

The contract for the execution of a removal is a contract within the meaning of § 312 g para. 2 sentence 1 no. 9 BGB (contract for the supply of goods). In this respect, the customer has no statutory right of revocation according to § 355 BGB.

If the Customer agrees with MoveAgain on payment by instalments or concludes a purchase contract for moving boxes, MoveAgain refers to the detailed explanations in the document



"Widerrufsbelehrung bei Ratenzahlung oder beim Kauf von Umzugskartons". The Customer shall be informed of his right of withdrawal before concluding his order when purchasing moving boxes and when choosing the payment method instalment payment. The customer must confirm that he/she has taken note of the information in the order process.

## **9. Right of termination of the customer**

The Customer may terminate the removal contract at any time. If the Customer terminates the contract, MoveAgain may, provided that the termination is based on reasons which are not attributable to MoveAgain's sphere of risk, pursuant to Section 415 para. 1 of the German Commercial Code (HGB), demand either the agreed freight, the demurrage, if any, as well as expenses to be reimbursed, taking into account what MoveAgain saves in expenses as a result of the termination of the contract or otherwise acquires or maliciously refrains from acquiring, or one third of the agreed freight. In the latter case, the Customer shall have the possibility to prove that MoveAgain has incurred lower costs.

In addition, MoveAgain grants the Customer a right of cancellation as set out in 5.2.

## **10. Termination for cause**

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

## **11. Further provisions**

The transfer of the contract or the assignment or transfer of rights, obligations or claims thereunder shall require MoveAgain's written consent.

Offsetting by the Customer against MoveAgain is only possible with undisputed or legally established claims of the Customer.

Amendments and supplements to the contract concluded between MoveAgain and the Customer, including these GTC and any ancillary agreements, must be made in writing. This shall also apply to any amendment of this written form requirement.

MoveAgain reserves the right to amend these GTC with effect for the future, even without stating reasons. Existing contracts remain unaffected by such a change.

With respect to all claims against MoveAgain, you waive your right of set-off.

## **12. Applicable law**

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

In the event of any conflict between the English and German text, its structure, meaning or interpretation, the German text, structure, meaning or interpretation shall prevail.

### **Part B General liability provisions**

# Information on the liability provisions pursuant to § 451 g HGB.

## 1. Liability principles

MoveAgain shall be liable for damage caused by loss of or damage to the goods in the period from acceptance for carriage to delivery or by exceeding the delivery period, as long as the goods are in MoveAgain's care.

## 2. Value replacement

If MoveAgain has to pay compensation for the loss of the Customer's removal goods, the value at the place and time of acceptance for carriage shall be compensated (current value). In the event of damage to the removal goods, the difference between the value of the undamaged removal goods and the value of the damaged goods shall be compensated. The value of the removal goods at the place and time of acceptance by MoveAgain shall be decisive. The value of the removal goods shall be determined by the market price.

## 3. Maximum liability amount

MoveAgain's liability for loss or damage shall be limited to an amount of € 620 per cubic metre of cargo space required for the performance of the contract in accordance with § 451 e HGB. Due to exceeding the delivery period MoveAgain's liability shall be limited to three times the amount of the freight. If MoveAgain is liable due to the breach of a contractual obligation connected with the performance of the removal for damage not caused by loss of or damage to the goods or by exceeding the delivery period, and if the damage is other than damage to property or personal injury, in this case the liability shall be limited to three times the amount which would have been payable if the goods had been lost.

## 4. Special grounds for exclusion of liability

1.

MoveAgain shall be exempt from liability pursuant to § 451d of the German Commercial Code (HGB) to the extent that the loss or damage is due to one of the following risks:

- a. Carriage and storage of precious metals, jewels, precious stones, money, stamps, coins, securities or documents (§ 451 d par.1 no.1 HGB);
- b. inadequate packaging or labelling by the consignor (§ 451 d para.1 no.2 HGB);
- c. Handling, loading or unloading of the goods by the consignor (§ 451 d Para.1 No.3 HGB);
- d. Transport and storage of goods not packed by the Furniture Removal Company in containers (§ 451 d Para.1 No.4 HGB);
- e. Loading or unloading of goods, the size or weight of which does not correspond to the space conditions at the. MoveAgain shall not be liable for any damage to the goods, if MoveAgain has informed the Shipper in advance of the risk of damage and the Shipper has insisted on the performance of the service (§ 451 d para. 1 no. 5 HGB);
- f. Transport and storage of live animals or plants (§ 451 d para. 1 no. 6 HGB);

- g. natural or defective condition of the goods as a result of which they are particularly susceptible to damage, in particular breakage, malfunction, rust, internal spoilage or leakage (section 451 d subsection 1 no. 7 HGB).
- h. The executing contractor shall be liable for damage not to the goods, e.g. to the building, staircase, etc., caused by the executing contractor and attributable to him. In such cases MoveAgain assigns its claim for damages against the executing contractor to the Customer.

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

2. The warehouse keeper is not liable for damage caused by nuclear energy and to radioactive or radioactive materials.

## **5. Applicability of the exemptions and limitations of liability**

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

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

1. Externally visible damages and losses of the goods shall be reported to MoveAgain in text form (e-mail, letter) in accordance with § 451 f No. 1 HGB in detail and sufficiently specifically no later than the next day after delivery. A simple note on the proof of performance, delivery receipt or damage report shall not be sufficient for this duty of notification.

An oral complaint is permissible if the damage is complained about "upon delivery". Otherwise, the complaint must be made in text form in accordance with § 438 para. 4 HGB. The damage must be named specifically and in detail.

2. Damages and losses which are not externally visible must be reported to MoveAgain in accordance with § 451 f No.2 HGB within 14 days after delivery, also in detail and sufficiently specifically in text form.
3. If damage and losses are not claimed within the aforementioned periods, the Customer's liability claims against MoveAgain shall expire.
4. Pursuant to § 438 para. 3 of the German Commercial Code (HGB), MoveAgain must be notified in text form of any exceeding of the delivery period within 21 days after delivery. Claims for exceeding the delivery period shall also expire if the Customer does not notify MoveAgain within this period after delivery.

## **7. Deviating agreement / insurance**

It is possible for the Customer to agree with MoveAgain on further liability or to insure the goods.

## **8. Further liability**

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