# MoveAgain Ltd

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## General terms and conditions

Version as of [01.12.2021]

## 1. Subject

MoveAgain Ltd, [69 Hight Street, Southgate, N14 6LD London, United Kingdom]] (hereinafter "MoveAgain") operates an online platform for household-related services (e.g. removals, cleaning, painting, etc.) (hereinafter "Services"). The platform may offer further services in connection with the Services, such as the processing of payment for the Service or communication between the Parties.

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

If you enter into the Agreement on behalf of your employer or another company, you represent and warrant that you are authorised to represent such company and to enter into the Agreement with MoveAgain, including these GTC, on behalf of such company. MoveAgain may assume that you are authorised to do so, irrespective of the internal regulations or circumstances of the relevant company and entries in the commercial register, and without further verification of authorisation. Whenever these GTC refer to "you", "you" or the like, this always refers to the company for which you are acting.

## 2. 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 send it to you. The offer is valid for a period of 5 working days. You are not obliged to accept MoveAgain's offer. No obligations or disadvantages arise from an offer that you do not accept.

The contract is concluded when you click on "Book now" on the online platform and thereby accept MoveAgain's offer. Alternatively, a contract can also be concluded by e-mail or by telephone. The relevant telephone call will be recorded after prior notice and with your consent.

The conclusion of the contract takes place between MoveAgain and you directly. MoveAgain uses the services of a company (hereinafter referred to as "partner company"). There is no contractual

relationship between this partner company and you. Accordingly, the remuneration for the agreed services is owed to MoveAgain and MoveAgain is your main contact before, during and after the provision of services.

# 3. Obligations of the customer

The Customer is obliged to provide truthful and complete information, in particular with regard to the required information on the move-in and move-out location (such as, for example, local conditions, metre details for walking distances to/from the truck/vehicle, square metre details, number of rooms, persons in the household, lift/floor details, cellar rooms, contents of the list of removal goods, etc.). If special circumstances, e.g. at the move-in and move-out location, have been withheld by the Customer (e.g. long distances from the front door to the street), MoveAgain reserves the right to charge the Customer an additional expense allowance after the execution of the move.

The Customer is obliged to send a complete list of removal goods to MoveAgain. As far as 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 before or during the booking process or if the completeness of the list of household effects could not be guaranteed at the time of the booking, the Customer shall send the list of household effects or the completion thereof to MoveAgain no later than three days before the date communicated by MoveAgain by means of the standardised form provided or by email. Furthermore, the Customer is obliged to provide further and descriptive information on items to be transported which exceed a dimension of 2 metres and/or 100 kg (e.g. marble statue, piano, safe, etc.) or require special transport equipment. If the Customer fails to provide this information, MoveAgain reserves the right to charge the Customer an additional fee after the transport or reserves the right to cancel the transport of these objects. The transport of valuables (e.g. jewellery, gold, art, etc.) is not provided for and the security and damage-free keeping of these cannot be guaranteed at any time.

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 and to disassemble plug-in and light furniture (e.g. Ikea Pax / Billy shelves). The foregoing shall not apply if the Customer has booked corresponding preparatory services as additional services with MoveAgain.

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 move-in period agreed with the Customer. The provision of no-stopping zones shall in particular be subject to official approval in each case.

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. MoveAgain shall not be obliged to obtain or check these documents.

The customer is obliged to provide special protection for movable, fragile or electronic parts. 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 adequately protected against the forces that may occur during transport. MoveAgain or its partners shall not be obliged to check this

transport protection provided by the Customer. The Customer shall ensure that the packaging is appropriate and safe for transport. Goods which are not packed appropriately or securely for transport, or which are soiled, may be rejected without affecting the other rights and obligations under the contract. MoveAgain or the Partner shall not be liable in the event of damage to fragile items which have not been packed in accordance with the regulations.

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 it is present at the place of loading and unloading in order to be able to sign all necessary 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 accordingly inform his authorised representative of all order details, contractual matters and other agreements. If no authorised person and or the customer is on site, no warranty can be assumed.

In the event of delays caused by the Customer being absent or not properly represented on site, MoveAgain shall be entitled to charge lump-sum damages of GBP 100.00 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 providing the ordered service. In both cases, the Customer shall be entitled to prove that the damage claimed was not incurred at all or was significantly lower than the lump sum.

In the event of inaccessibility at the loading and/or unloading point, the customer is obliged to agree to a no-parking zone for which a charge will be made. If the Customer states that the loading and/or unloading point can be reached by a truck without any problems up to a distance of 20 metres and if this is not the case on the day of execution of the order due to parked third-party cars or other obstacles, MoveAgain shall additionally charge additional costs due to additional expenditure in the amount of GBP 50.00 gross per hour or part thereof and worker for the time of loading and unloading. The same shall apply to lifts which are stated by the Client as being available but which are not available or are defective on the day of execution of the order. Lifts in which less than 50 % of the goods to be transported fit shall also be deemed to be non-existent.

## 3.1. Acceptance and procedure in case of defects/damage

The services are to be checked immediately after they have been rendered (e.g. the transported removal goods, the condition of the cleaned flat, etc.) and accepted with the help of the handover protocol. Any recognisable defects or damage do not entitle the client to refuse acceptance. If the client refuses to note the recognisable damages on the protocol or to sign the protocol, he shall withdraw the right to report any damages subsequently. However, these are to be listed in the acceptance protocol, which is to be signed together with the partner company. Only services described as defective or damaged in the acceptance report shall constitute claimed defects or damage. All other services shall be deemed to have been accepted without reservation. Defects or damages which are not immediately recognisable shall be reported to MoveAgain in writing within 3 working days after performance of the service by means of a formalised damage report, whereby photos of the defects or damages and obligatory invoices shall be enclosed. MoveAgain shall examine the claimed defects or damages within 7 working days after their delivery.

All claims shall be forfeited if further work is carried out by third parties (e.g. painting work or cleaning services) in the respective object prior to their assertion or clarification by MoveAgain.

If a property (e.g. a house, flat, office, etc.) is handed over (in time, immediately after the provision of the services in the presence of the landlord or the management) on the same day and MoveAgain's services are relevant to this handover, the Partner Company concerned shall participate in the handover. If an improvement is necessary due to the fault of the partner company (e.g. additional cleaning), this shall be carried out free of charge.

MoveAgain must be notified in writing of the date of the handover at least one working day before the cleaning. If MoveAgain is not notified in writing of the date of the handover within this period, the guarantee of handover shall lapse and a subsequent free cleaning cannot be guaranteed. The inspection appointment must take place no later than 72 hours after the performance of the services in order to guarantee acceptance.

A copy of the complaints of the landlord or the administration must be sent to MoveAgain within 24 hours of the delivery date, otherwise the complaint cannot be accepted.

Replacement performance, i.e. the use of third parties to repair defects or damage or in the case of services not provided in accordance with the contract for which MoveAgain or the partner company is responsible, shall not be permitted.

### 3.2. 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 certain points or if special information is required, you must note this in the comments field or mention it in a personal conversation.

MoveAgain reserves the right to charge you for all or part of the additional expense incurred due to (i) incomplete or incorrect data or (ii) unforeseen circumstances (e.g. technical malfunction of the house lift, fire, snowstorm, road closure, etc.). If possible, MoveAgain will try to find an amicable solution with you. If you are asked on site by the partner company to fill in or sign a form for the documentation of the additional expenditure, then you are obliged to do so.

In the event of a reduction in expenditure, there is no entitlement to a price reduction.

### 3.3. Booking of assembly services

When booking a move, for example, the assembly service can be booked in addition. The assembly service can be booked separately as dismantling (disassembly) or assembly (assembly). The dismantling of the removal goods is carried out by the partner company to the extent necessary to carry out the removal service. The assembly (reassembly) therefore only covers the furniture that was previously dismantled (disassembled). The assembly service does not include new furniture that has not been professionally dismantled or packed in its original packaging. The assembly service therefore does not extend to new furniture.

## 4. Change/postponement of appointments and cancellations

### 4.1. 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 from MoveAgain or the partner company is required for the change/postponement of an appointment. The change/postponement of an appointment is associated with the following financial consequences:

- 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 GBP 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.

### 4.2. Cancellations

Cancellations must be sent in writing to MoveAgain. Cancellations are subject to the following financial consequences:

- 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.

## 5. Liability for services

MoveAgain is not responsible for the provision of the service and its quality and assumes no liability with regard to the services. Any liability claims in connection with the services are directed against the partner company. In this case MoveAgain can mediate between the parties, but is not obliged to do so. In particular, MoveAgain assumes no liability in cases of force majeure or for damages attributable to you or for which you are responsible. The latter also applies in the event of instructions from you, the execution of which by the partner company concerned results in damage. In cases of force majeure, MoveAgain is furthermore exempt from its obligation to perform.

In the case of removal services, you are obliged to clearly label all easily breakable and sensitive goods and to carefully pack them in such a way that they cannot be damaged. In addition, you must explicitly point out these goods to the partner company carrying out the removal. This includes in particular glass and porcelain products, lamps and computers. If you fail to do so, liability for damage to these goods is excluded.

## 6. Prices and payment

### 6.1. Prices

All prices are in British pounds (GBP) and include value added tax (VAT). MoveAgain's offers include fixed prices which cannot be adjusted. Prices are subject to change without notice and may be subject to errors.

### 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 shown on the online platform are accepted.

- Prepayment:

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

- Invoice (POWERPAY):

  The payment method "invoice" is offered by the payment service provider MF Group/POWERPAY used by MoveAgain. With the individual invoice, you can simply pay for the services ordered by invoice. You will receive the invoice free of charge by e-mail, provided that you have a valid e-mail address. If you choose not to pay within the specified time frame, you will receive a monthly invoice with an order summary in the following month.

  Upon conclusion of the contract with MoveAgain, MF Group/POWERPAY shall assume the invoice claim arising and shall handle the corresponding payment modalities. You also accept the General Terms and Conditions of MF Group/POWERPAY (powerpay.ch/en/agb).

# 7. Conditions for the use of the online platform

The following provisions govern the use of the MoveAgain 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, you must create a customer account (registration). The information required for this must be complete and correct.

You are 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 has to be informed immediately. Any liability of MoveAgain is excluded.

You are obliged to keep your contract, billing and e-mail address up-to-date in the customer account at all times. The e-mail address provided by you and stored in the Customer Account shall be deemed the primary delivery address. Accordingly, MoveAgain will generally send you contract-relevant information (e.g. invoices, reminders, changes in services and/or contract terms, etc.) to this e-mail address or make such information available to it in another suitable manner (e.g. in the Customer Account). Information transmitted or made available in this way shall be deemed to have been validly delivered.

If you wish to delete your customer account, you can contact MoveAgain.

## 7.2. Warranty and liability

The online platform and 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 the contents as well as for the availability and the correct functioning of the online platform and its applications. In particular, errors in the description of the services offered and their prices are reserved.

MoveAgain also assumes no liability for the use of the Online Platform and its contents and applications. 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.

Furthermore, liability 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 via links or in any other way or which refer to the online platform is excluded. 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 unauthorised third parties. MoveAgain is not liable for the security of the transmission of data via the Internet.

## 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. Use of any kind without prior express consent is prohibited. Quoting with correct source information and 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.uk/datenschutzbestimmungen

# 8. Further provisions

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

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

Amendments and supplements to the contract concluded between MoveAgain and you, 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.

If any provision of these GTC or any ancillary agreements is invalid or ineffective in whole or in part, the validity and effectiveness of the remaining provisions shall not be affected thereby. In this case, the parties undertake to replace the invalid or ineffective provision with a provision that comes closest to the economic objective of the parties. The same shall also apply in the event of loopholes in the contract.

# 9. Applicable law and place of jurisdiction

The contract between MoveAgain and you is subject to England law. The exclusive place of jurisdiction is London. Mandatory places of jurisdiction remain reserved.

# 10. Withdrawal, termination and right of cancellation

The removal is a service. There is therefore no statutory right of cancellation. For the right of withdrawal in the case of payment by instalments or the purchase of moving boxes, we refer to the detailed explanations in the document "Right of withdrawal in the case of payment by instalments or the purchase of moving boxes". The customer will be informed of his right of withdrawal before completing his order when purchasing moving boxes and when choosing the payment method payment by instalments. The customer must confirm that he/she has taken note of the information in the order process.

## 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, 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 addition, MoveAgain grants the Customer a right of cancellation as set out in 4.2.

## Withdrawal due to unreasonableness

Any order placed with MoveAgain shall be subject to the condition that the conditions for the

execution of the order are reasonable. If an order is unreasonable, e.g. if the object is highly soiled or the removal goods are not packed, MoveAgain reserves the right to charge a surcharge or to cancel the order and withdraw from the contract. MoveAgain shall not be liable for any resulting costs. For all cleaning services, e.g. final cleaning, no mould removal will be carried out. The customer shall be responsible for the removal of mould and other types of soiling of the object, which can be traced back to improper use.

### Right of withdrawal for MoveAgain

MoveAgain shall have the right to withdraw from the contract with the Customer if MoveAgain has no partner capacities for the fulfilment of the contractual services or cannot meet the agreed deadlines without MoveAgain having been able to foresee and/or prevent this and without MoveAgain being responsible for these circumstances. MoveAgain shall also be entitled to such a right of withdrawal if there are circumstances which were not foreseeable at the time of the conclusion of the contract and which justify a withdrawal taking into account a recognised interest of MoveAgain, e.g. in case of force majeure, strike, natural disasters.

In the event of snowfall, the Customer shall be responsible for clearing the approach route and the parking area of snow. Should the approach or parking be impossible due to the snow, MoveAgain reserves the right to charge for any snow removal work or to withdraw from the order.

If MoveAgain cancels the move one day before the agreed moving date or on the moving day itself, the Customer shall be entitled to compensation of up to 100% of the total amount of the contract concluded between MoveAgain and the Customer. The declaration of withdrawal by MoveAgain shall be made in writing, whereby an e-mail shall be sufficient.

## Part B General liability provisions

Information on the liability provisions pursuant to CO Art. 440 et seq.

### 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 its care.

### 2. value replacement

If MoveAgain has to pay compensation for loss of the goods, the value at the place and time of acceptance for carriage shall be compensated (current value). If the goods are damaged, the difference between the value of the undamaged goods and the value of the damaged goods shall be compensated. The value of the goods at the place and time of taking over shall be decisive. The value of the goods is determined by the market price. In both cases, the costs of assessing the damage shall also be reimbursed.

### 3. special grounds for exclusion of liability

(1) MoveAgain shall be exempt from liability to the extent that the loss or damage is due to one of the following perils:

- Transport and storage of precious metals, jewels, precious stones, money, stamps, coins,

securities or deeds;
- inadequate packaging or labelling by the sender;
- Handling, loading or unloading of the goods by the consignor;
- Transport and storage of goods not packed by the Furniture Removal Company in containers;
- Loading or unloading of goods, the size or weight of which is not suited to the space conditions at the loading point or unloading point does not comply, provided MoveAgain has previously advised the Shipper of the risk of damage and the Shipper has insisted on the performance of the service;
- Transport and storage of live animals or plants;
- natural or defective condition of the goods, as a result of which they are particularly susceptible to damage, in particular by breakage, malfunction, rust, internal spoilage or leakage.

If damage has occurred which, according to the circumstances of the case, could have arisen from one of the designated dangers, it shall be presumed that the damage arose from this danger. 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 shall not be liable for damage caused by nuclear energy and to radioactive or radioactive substances.

## 4. validity 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 has acted intentionally or recklessly and with the knowledge that damage would probably occur.

(2) The aforementioned exemptions from and limitations of liability shall also apply to the Furniture Removal Company's personnel.

## 5. executing partner company

If MoveAgain commissions another executing contractor for the removal or cleaning, the latter shall be liable in the same way as the commissioned contractor as long as the goods are in its care. The executing contractor may assert all objections under the freight contract.

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.

## 8. notice of damage

(1) Any externally visible damage to and loss of the goods shall be reported to MoveAgain in detail and in a sufficiently specific manner in text form (e-mail, letter) 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 admissible if the damage is claimed "upon delivery". In all other respects, the same principles apply as in the Code of Obligations: Accordingly, the notice of damage must be sufficiently specific in terms of content. General or superficial complaints are not sufficient.

(2) Damages and losses which are not visible from the outside must be reported to MoveAgain within 3 days after delivery, also in detail and sufficiently specifically in text form.

(3) If damage and losses are not claimed within the specified periods, the customer's liability claims shall expire.

(4) Exceeding the delivery period must be notified in text form within 21 days after delivery. Claims for exceeding the delivery period shall also expire if the Customer fails to notify MoveAgain thereof within this period after delivery.