

General Conditions of Storage

MOVING SERVICES ZÜRICH GMBH

Art. 1 Area of Application

The performance and execution of a warehousing order by the company Umzugsservice Zürich GmbH (hereinafter referred to as the Warehouse Keeper) shall be subject to the terms and conditions set forth below, provided that they do not conflict with mandatory statutory provisions.

These terms and conditions shall cover the areas of activity of the Warehouse Keeper as described in greater detail below.

Deviating agreements from the conditions listed must be agreed upon in writing.

Art. 2 Field of Activity

In accordance with the terms and conditions, the scope of activities of the Warehouse Keeper shall include storage, warehouse management and storage and retrieval.

Within the scope of his duties, the Warehouse Keeper shall be responsible for the storage and safekeeping of furniture, household goods, effects and other goods in accordance with the instructions issued by the Client. In return for the payment of a fixed fee, the Warehouse Keeper shall perform all work related to the receipt, delivery, onward transport and further handling of the stored goods.

Art. 3 Placement of Orders

Orders must be issued in writing.

All details necessary for proper execution must be included in the order, including the type and quantity of items to be stored, the storage area required, the time and type of delivery, any references to regulated goods such as goods without customs clearance, compulsory stocks, etc., as well as any references pertaining to stored goods requiring special handling (e.g. odor emissions, extreme dimensions, special floor loads, regulations regarding temperature or humidity, etc.). Likewise, the order must refer to special properties of the stored goods, to special susceptibility to damage or to special high value.

Without a written agreement, the following stored goods are excluded from acceptance for storage: dangerous goods that are flammable or explosive, in addition to goods that have any kind of detrimental effect on their surroundings. Furthermore, illegal items, animals, money, precious metals, jewels, bearer securities, securities within the meaning of the Stock Exchange and Securities Trading Act as well as perishable goods are excluded. Should such goods nevertheless be stored, it is the client who is liable for all resulting damages.

The order is only valid after signature by both contracting parties.

Art. 4 Acceptance and Incoming Inspection of the Goods in Storage

The Client shall notify the storage of his goods at least 24 hours in advance. The goods shall be collected.

Acceptance of goods into the warehouse shall be confirmed by the Warehouse Keeper to the Client by issuing a warehouse receipt. For the type and number of the stored items the warehouse warrant is exclusively decisive. It is to be signed by the warehouse keeper and the customer. The warehouse warrant is by no means a security; it is therefore neither lendable nor pledgeable or transferable.

Upon receipt of the goods to be stored, an inspection shall be limited to the exterior condition of the stored goods. Liability for the contents of containers such as boxes, baskets, cartons, drawers or cupboards shall only be assumed by the Warehouse Keeper if his own assistants have packed, unpacked or sealed them. If this is the case, the Warehouse Keeper shall draw up a list.

The warehouse keeper is entitled to perform random checks of the goods to be stored.

Art. 5 Liability of the Warehouse Keeper

The Warehouse Keeper shall be liable towards the Client to carry out the order with due diligence.

The Warehouse Keeper's duty of care relates exclusively to the storage of the goods in suitable storage rooms (at room temperature and unregulated humidity). This does not apply to special precautions and the handling of the goods during storage if no written agreements have been made in this respect.

At regular intervals, the warehouse keeper shall monitor the condition of his warehouse. In case he notices any changes in the goods which give rise to suspicion of damage or danger, he is obliged to inform the Client thereof without delay. In the event of imminent danger, the Warehouse Keeper shall be authorized to take the necessary precautions required to protect the stored goods on his own, to the best of his knowledge.

To the extent that damage has been caused by circumstances for which neither the Warehouse Keeper nor his subcontractors are responsible or were unable to avert the consequences, the Warehouse Keeper shall be released from any liability. He shall only be liable for damage which can be proven to have been caused due to gross negligence on his part or on the part of his auxiliary persons. Said liability shall not apply if he can prove that all reasonable care was taken under the circumstances to avoid the damage.

The liability of the Warehouse Keeper shall be limited to the general commercial value which the goods had at the time of loss or damage, but not exceeding the declared value in the order or warehouse warrant or CHF 500/m³ of the damaged goods.

Provided that no other agreements have been made, the liability of the warehouse keeper is limited to CHF 25,000 per event.

The liability of the Warehouse Keeper is excluded in the following cases:

- a) if particularly sensitive or fragile items are handed over for storage unpacked, such as porcelain, glass, marble, lamps, pictures, mirrors, works of art, electrical and other apparatus;
- b) if the stored goods are falsely declared;
- c) if unpacked clothing, blankets or small objects are handed over for storage, which may suffer damage or be lost if unpacked;
- d) if damage occurs in consequence of rust, mold, mice, woodworm or moths (even if moth-proofing treatment has taken place).
- e) if damage occurs resulting from temperature fluctuations or humidity;
- f) if damage is caused by pressure marks, surface abrasion, glue solutions, breakage of rotten furniture and linoleum carpets;
- g) in the case of money, securities, documents and precious objects such as works of art, jewels, gold and silverware and antiques;
- h) in the case of damage caused as a result of force majeure such as war, earthquake, looting, destruction or social unrest;
- i) in the event of loss or damage to contents on data carriers;
- j) in the event of damage during storage in containers or rental of separate rooms.

Affection values will not be replaced.

In the event that the Client retakes his stored goods without explicit reservation, the liability of the Warehouse Keeper shall end upon termination of the order. (See Notice of Defects, Art. 15)

Art. 6 Liability of the Client

The Client itself shall be liable for all damage incurred by the Warehouse Keeper or third parties as a result of the stored goods.

Art. 7 Insurance

In the event of the stored goods being insured against fire, water and burglary damage, a written order must be submitted by the Client. In the order the insured value and the risk to be covered must be specified.

The Warehouse Keeper, on the other hand, reserves the right of insuring the stored goods against water and fire damage as well as burglary in the usual amount, in the absence of a special order, as well as to notify the Client accordingly. Should the latter not request an immediate amendment in writing of the insurance value determined by the Warehouse Keeper, the amount determined shall be decisive. The respective premium amounts shall be invoiced separately.

Provided that the Client himself has obtained insurance for the stored goods and discloses this upon conclusion of the contract, the Warehouse Keeper shall not be liable in the event of any damage.

The Client shall be entitled to compensation in the event of damage solely to the extent to which the insurance company provides compensation in accordance with the applicable insurance terms and conditions. Potential claims that are still attributable to the Warehouse Keeper will be deducted from this.

Art. 8 Storage Fees and Terms of Payment

Receivables of the Warehouse Keeper are due immediately.

Storage fees are charged on a per calendar month basis. Months commenced shall be invoiced in full. The storage fee shall be charged separately for special work caused by the stored goods or carried out on the instructions of the Client.

Art. 9 Change of Residence of the Client

Any change of the Client's domicile shall be notified by the Client to the Warehouse Keeper in writing without undue delay. If no such notification is made, the Warehouse Keeper shall be entitled to send correspondence to the last-mentioned address of the Client.

Art. 10 Right of Retention and Sale by Private Treaty

The Warehouse Keeper shall be liable for the stored goods by way of pledge for the respective balance arising from all business transactions with the Client.

Upon unused expiry of a payment deadline set by the Warehouse Keeper to the last-mentioned address of the Client under threat of liquidation, and without any further formalities, the Warehouse Keeper shall be entitled to liquidate or sell the goods in question by private contract or - in case the stored goods have no material value - to dispose of them.

Should the goods be disposed of, the proceeds shall primarily be used to cover the costs. The Client shall be invoiced for any outstanding storage costs not covered by the proceeds or for the costs of sale or disposal. Any surplus will be paid out.

Art. 11 Transfer of Warehouse Warrant

In the event that ownership of the stored goods is transferred to a third party after storage, there must be issued a new warehouse warrant on behalf of this third party. Only after signature by both parties shall the transfer become legally binding. Prior to issuing the new warehouse warrant, the Warehouse Keeper shall be entitled to demand full payment of the claims encumbering the goods.

The Client shall be held liable for any costs arising therefrom.

Art. 12 Inspection of Stored Goods

Upon prior notification (at least 24 hours in advance) and presentation of the storage warrant, the Client shall be permitted access to the storage room, accompanied by a person appointed by the Warehouse Keeper, and shall bear the costs incurred.

Art. 13 Termination

The storage contract, if concluded for a definite period of time, shall terminate on its expiration date.

If the storage contract is concluded for an indefinite period of time, it may be terminated by the Client at any time with 48 hours' notice, and by the Warehouse Keeper with 30 days' notice. The termination must be submitted in writing.

It is possible to terminate the storage contract prematurely without notice upon important reasons. For example, an important reason is deemed to be if the stored goods have or develop disturbing properties (odors, leakage, pests, etc.), which impair other goods, the warehouse itself, persons working in it or harm the environment) as well as if the due claims of the Warehouse Keeper after a subsequent payment deadline of 10 days have not been paid.

A reasonable period of time shall be set for the Client to collect the stored goods. In case the Client has failed to collect the stored goods within the set time limit, this shall entitle the Warehouse Keeper to sell the goods on the open market at the expense of the Client, subject to costs and compensation. In case the stored goods have no material value any more, the Warehouse Keeper shall be entitled to disposal of the goods.

Art. 14 Removal from Storage

The Warehouse Keeper is obliged to release the stored goods upon presentation of the warehouse warrant. The Warehouse Keeper shall, however, be entitled to verify the legitimacy of the person requesting the return of the goods. In the event of loss of the warehouse warrant, it is necessary to inform the Warehouse Keeper immediately in order for him to issue a duplicate thereof and to declare the first warehouse warrant as invalid.

Before the removal of all or part of the stored goods can take place, all claims on the stored goods must be settled (Art. 7 and Art. 9).

The Client shall pay for all related work in the event that individual items are demanded to be removed. The Warehouse Keeper may request a receipt in the case of partial removals. In the event of partial removal (or additional storage), an amount of the storage fee may be re-determined by the Warehouse Keeper.

Provided that the transport of the goods is not performed by the Warehouse Keeper, an appropriate compensation for the infrastructure costs (ramp, lift, etc.) and for auxiliary personnel shall be due to the Warehouse Keeper.

Art. 15 Notice of Defects

The Client shall forfeit all claims for damages by unconditionally taking back the stored goods. Notification of defects must be made immediately upon acceptance of the goods. The Warehouse Keeper must be notified in writing of claims for missing items or externally visible damage prior to the removal from storage itself, while other claims must be notified within 3 days of removal from storage. The liability of the Warehouse Keeper shall not apply if the storage and retrieval is carried out by the Client himself (or by a person authorized by him).

Art. 16 Sale of Stored Goods

The Warehouse Keeper shall be entitled to disclose the goods for sale to any interested parties, provided that the Warehouse Keeper has accepted orders for the sale of the stored goods. Unless otherwise agreed, the Warehouse Keeper reserves the right to set the price. In the absence of any other agreement, for his efforts the Warehouse Keeper shall receive a commission of 10 % on the gross proceeds. The Client must pay for expenses separately, irrespective of the sale.

Art. 17 Place of Jurisdiction and Applicable Law

The registered office of the Warehouse Keeper shall be the place of jurisdiction for the assessment of all claims in dispute between the contracting parties.

Swiss law shall apply.