



the SMC
the Swiss Moving Company
We take you home !

BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS



the SMC, the Swiss Moving Company SA General terms and conditions for removals

Art. 1 Scope of application

All removal orders are executed in accordance with these general conditions for removal the Swiss Moving Company, subject however to statutory mandatory provisions. The general conditions are based on the provisions of the Code of Obligations (CO) and on the Agreement between the Swiss Confederation and the European Community on the rail and road transport of goods and passengers (RS 0.740.72). The general conditions are a complement to the statutory provisions. Agreements that depart from the general conditions must be concluded in writing.

Art. 2 Generally

The order must include all necessary indications for its correct execution, such as information on regulated goods (for example: dangerous goods) and on those that require special treatment. The remover shall verify the order thoroughly; he does not however have the obligation to inspect the contents of the containers or the shipments, nor to control the weights or dimensions. If the remover notices that the order contains imprecise information, he shall clear the issue with the client as soon as possible. The remaining unused volume of the unit of transport is at the remover's disposal. The latter is entitled to entrust another remover with the execution of the order.

Art. 3 Carrying out of the transport in general

Any order of removal requires the possibility of its execution in normal conditions; the main roads, as well as the streets and accesses to buildings where loading and unloading will take place must be accessible to the removal vehicles. Where there is a garden or obstacles of the same type, normal access requires a maximum distance of 15 meters between the vehicle and the building entrance. Corridors, stairs, etc. must allow transport without difficulty. Moreover, official regulations must allow the process of removal as planned. In all other cases, the price of removal is increased to take the additional work into account.

Art. 4 Obligations of the remover

The remover shall provide the necessary means of transport for the execution of the order in due time. He shall execute the order according to the contract and with the required diligence. The delivery of goods at the place of destination must be carried out as soon as the transport vehicle is made available, or at the time agreed by the parties.

Art. 5 Obligations of the client

The client shall make sure the goods are properly packed if this one is not included in the services chargeable to the Swiss Moving Company in the estimate. He shall provide the remover in due time with precise indications as to the address of the consignee, the place of delivery and the local context. The client shall draw the remover's attention on the specific characteristics of the goods and on the damages that they could suffer. The client shall make sure that the transport, loading and unloading can start at the agreed time, respectively as soon as the removal vehicles are available. Failing an agreement to the contrary, it is the client's duty to provide all documents and authorizations, and to take any traffic organization measure necessary for the execution of the transport. The client shall produce a truthful inventory of the goods to be removed. He is entirely liable for the accuracy of such document towards the remover, as well as towards the rail transport companies and the customs or other authorities. Failing any indication in this regard, the remover is entitled to consider the goods to be transported as used personal belongings. The client shall provide all documents required by customs and is liable for their accuracy. He is also liable for all consequences resulting from the absence, the delayed delivery, the incompleteness or inaccuracy of such documents. He shall reimburse to the remover all costs resulting from customs clearing of the goods to be removed. The price of customs clearing assumes that the operations will occur normally. The remover shall be paid for prolonged waiting at the customs and specific negotiations with the competent authorities. The remover has no obligation to advance transport costs, customs duties or other fees. He can request advances from the client in the currency of such costs. If the remover advances an amount of money, he is entitled to a commission, to interest on the amount advanced and to fair compensation for any exchange loss. All additional work and costs resulting from the delayed reception by the client of the goods removed are to be borne by him. If unloading cannot start after a period of four hours, the remover is entitled to unload the goods transported in a warehouse; the costs and risks resulting therefrom shall be borne by the client. In such case, the liability of the remover is restricted to the diligent choosing of the warehouse. Are expressly excluded from transport cash, bearer bonds, including securities as defined by the law on stock exchange, as well as precious metals.



the SMC

the Swiss Moving Company

We take you home !

BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS



Art. 6 Price

The price is determined by costs or fixed as a lump sum. Failing a specific agreement to the contrary, the following items are not included in the price:

- Packing and unpacking of the goods to be removed, additional costs resulting from additional packing services rendered on the date of removal by the remover;
- Transport of packing material delivered or returned through a special trip, as well as its rental or purchase;
- Assembly or disassembly of complex or new furniture, which requires a long time or the intervention of a specialist;
- Transport of refrigerators/chests of over 200 litre, upright pianos, grand pianos, safes and other objects weighing over 100 kilos;
- Taking down and hanging up of paintings, mirrors, clocks, lamps, curtains, special installations, etc.
- Additional manipulations of objects whose removal must be carried out through windows or balconies;
- Premiums of transport insurance;
- Cost of customs clearing, customs taxes and duties;
- Road taxes, ferryboat costs, and any type of official tax;
- Additional costs and services which the remover deems necessary for the removal, even without specific instruction of the client;
- Additional expenses due to weather conditions or where the removal vehicle cannot have access to its destination because of roadblocks or road works, as well as expenses resulting from the waiting of the removal vehicle and the personnel for which the remover is not liable;
- Other appropriate supplements for the carrying of goods on long or unusual routes, if these circumstances have not been considered in the price calculation, as well as additional costs due to detours, if the direct ways were barred or impassable; In accordance with statutory provisions, the taking down and hanging up of lamps and other electrical appliances shall not be carried out by the transport personnel.

Art. 7 Payments

Generally, removals shall be paid upfront. Payment takes place before unloading. Transports to a location abroad shall be paid in advance.

Art. 8 Change of destination / cancellation

The client is entitled to modify the route of a removal during its execution, so long as he reimburses the costs resulting therefrom to the remover. The removal can only be cancelled in writing. Where the cancellation takes place less than 14 days before the planned removal, the client shall pay 30% of the agreed price as a fixed compensation for the costs incurred and the efforts expended. Where the cancellation takes place less than 48 hours before the planned removal, the client shall pay 80% of the agreed price. Moreover, the remover is entitled to compensation for any additional loss that he can prove. Where the cancellation takes place more than 48 hours before the planned removal, the remover is only entitled to the loss that he can prove.

Art. 9 Right of retention

If the goods are refused or if the costs and other claims due on them remain unpaid, the remover can keep the goods in a warehouse or store them with a third party, all risks and costs being borne by the client. Art. 444, 445 and 451, are applicable.

In such case, the remover is entitled to give the client a thirty days' notice to pay. Such notice must include the warning that the remover is entitled, failing payment, to realize the goods freely and at the best conditions, without any further formality (private sale or, in case the goods have no material value, destruction, whichever the remover deems more appropriate).

Art. 10 Liabilities

The remover is only liable for the damage that obviously results from gross negligence of his employees. Moreover, he shall only be liable if he fails to prove that he has met all his obligations of due diligence to avoid such damage or that the damage would have occurred despite having met said obligations. The remover's liability never exceeds that of the transport companies that he hires (rail, shipping and airline companies, post services, etc.). The remover is only liable for the goods whose packaging meets the requirements of transport. Therefore, fragile objects such as lamps, lampshades, plants, electronic appliances (televisions, computers, etc.) must be packed in an appropriate manner. Where the content of the crates and other containers is damaged, the remover is only liable when the packing and unpacking was carried out by his personnel or by employees that he entrusted with such work. The liability of the remover is in any case restricted to the cost of repair, if such is possible, or to the compensation of the devaluation, excluding any other compensation.

The liability of the remover starts with the admission of the goods and ends generally with the delivery at the location requested by the client, with its storage in a warehouse or with its transfer to another remover. If the remover is instructed to transfer the goods to another transport company, his liability ends with the delivery of the goods to the latter.

The liability of the remover in case of loss or damage is restricted to the usual market value of the goods at the time of the damage or the loss and amounts to a maximum of CHF 500.- per cubic meter of the damaged or lost goods. Fractions of cubic meters are compensated proportionally.

The liability of the remover is restricted to CHF 25'000.- per event. (Without prejudice of special insurance contracts (Art. 12 below)).



the SMC
the Swiss Moving Company
We take you home !



BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS

Art. 11 Release of liability

The remover is released from his liability, when the loss or damage is due to the client's negligence, to an intervention of the latter without the remover's knowledge, to defects of the goods or to circumstances outside his control. In case of damages to particularly exposed objects, such as marble, glass, porcelain, stucco, chandeliers, lampshades, radios and televisions, computer hardware, software and data and other fragile items (lamps, animals, etc.), the remover shall be released from his liability, if he has met the usual due diligence obligations in such matters. The remover is not liable for cash and bearer bonds (Art. 5 above). He is not liable for valuable items such as jewellery, documents, and objects of art, antiques, and collector's items. If a list of such items, with a detailed indication of their value, was remitted to the remover who contracted insurance on such basis, the client is entitled to benefit from that insurance. The remover is not liable for damage of the goods occurred during loading, unloading or lifting, where the weight or dimensions of the goods are incompatible with the space available at the location of loading or unloading, if the remover had previously drawn the client's or the consignee's attention on that matter and that the client demanded the execution of the service despite such warning. Moreover, the remover is not liable for damage to walls, windows, floors or ramps when the dimensions or weight of the goods to be transported are incompatible with the space available at the location of loading or unloading. The remover is not liable for damages caused by fire, accidents, wars, strikes, force majeure, nor for damages caused to the transport vehicle by a third party. The client is not entitled to any compensation if loading or delivery is delayed by a breakdown, an accident, and weather conditions or for any reason outside his control. Failing a previous agreement to the contrary, the remover is not liable for delays where the transport vehicle was placed at the remover's disposal late or where other companies taking part in the transport do not meet the regulated deadlines. The costs resulting therefrom (parking fees, intermediary storage, etc.) shall be borne by the client. The remover is not liable either for the damages that can occur in such circumstances.

Art. 12 Transport insurance

The remover shall contract insurance on behalf of the client, if he so requests and against payment of the additional costs, to cover the risks of transport. The covering of the breakage risk is subject to the appropriate packing and unpacking by the remover or his employees of the concerned goods. It is the client's duty to fix the insurance values. Insurance is contracted in any case on basis of the usual terms of the "general conditions for the insurance of goods against the risk of transport" (CGAT), applicable in Switzerland to the removal of used objects. If the client renounces the contracting of insurance, he bears himself the risks for which the remover is not liable according to these general conditions.

Art. 13 Notification of complaints

The client shall inspect the goods transported immediately after their delivery. Any complaint for damages must be made **immediately** at the time of delivery and be confirmed **in writing** to the remover within **three days** after delivery. Any claim for non-visible damages must be notified to the remover within **three days**. No claim shall be taken into consideration after the expiration of such time-limits.

Art. 14 Legal venue and applicable law

The legal venue for both parties to the removal contract is at the location of the remover's registered office.

Swiss law is applicable.



the SMC
the Swiss Moving Company
We take you home !

BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS



the SMC, the Swiss Moving Company SA General terms and conditions for storage

Art. 1 Scope of application

All storage orders are executed in accordance with these general conditions the Swiss Moving Company, subject however to statutory mandatory provisions. The general conditions apply to all scopes of activity of the storage company as described in detail hereafter. Agreements that depart from the general conditions must be concluded in writing.

Art. 2 Scope of activity

The scope of activity of the storage company as defined by the 2005 general conditions includes exclusively storage, safe custody if the stored goods, as well as their admission in the warehouse and their restitution. According to the instructions given, the storage company takes care of the storage and safe custody of furniture, kitchen utensils, as well as any belongings and other goods, and shall undertake all works relating to the admission, restitution, relocation and handling of the goods with which it has been entrusted – as long as the general the Swiss Moving Company do not apply - whilst observing the conditions set out hereafter and against payment of the agreed price. The storage company shall certify the admission of the goods in its warehouse by delivering a storage receipt to the depositor. Only the storage receipt shall constitute proof as to the nature and quantity of stored goods. The storage receipt is only binding upon the parties once it has been signed by the storage company and the depositor. Said receipt is not a bearer bond, and therefore may not be used as collateral, nor given as a security, nor transferred. The parties can renounce the issuing of a receipt when the depositor places the goods in a separate warehouse or in a locked container. The inspection of the goods to be stored at the moment of their admission is restricted to their outside appearance. The storage company shall only be liable for the content of the crates, boxes, baskets, cupboards, drawers, and other containers, if it has these packed, unpacked and sealed by its employees and has established an inventory. The storage order must include all necessary indications for its correct execution, such as information on regulated goods (for example, goods that have not been cleared through customs, compulsory stock, etc.) and on those that require special treatment (for example, giving off of smells, particular floor loading, exceptional dimensions, prescriptions related to humidity rate and temperature, etc.). Excluded from storage are the goods which are inflammable or explosive and generally any goods that can damage their surroundings in any way (for example, food products) or which are excluded from private commerce by law. In the event that any such goods were nevertheless stored, the depositor shall be liable for all damage that may result therefrom. Are also excluded from storage: cash, bearer bonds, including securities as defined by the law on stock exchange, as well as precious metals.

Art. 3 Verification of the stored goods

The obligation of due diligence of the storage company is restricted to the keeping of the goods in appropriate premises but does not include any particular measures nor the maintenance of the goods during storage unless written agreements have been concluded in this respect. The storage company inspects the state of its warehouse on a regular basis. If it notices any visible change of the goods, which can make one assume the existence of damage or danger, it must immediately inform the depositor. If a danger is imminent, it can take from its own initiative the measures that it deems necessary, at the best of its knowledge, to protect the goods.

Art. 4 Obligations of the remover

The storage company is liable towards the depositor for the good execution of the latter's order. The storage company is released from its liability for damage that occurred in circumstances that neither the company nor its employees could have prevented nor avoided the consequences of. The storage company is only liable for damage which is proved is the result of gross negligence on its part or on its employees' part; in that last hypothesis, the company shall only be liable if it fails to prove that it has met all its obligations of due diligence so as to avoid such damage, or that the damage would have occurred despite having met said obligations. The liability of the storage company is limited to the general customary market value at the location of storage of the goods at the time the loss or damage occurred, but at most to the value indicated in the receipt, respectively to CHF 500.-/m3 of the damaged goods. The liability of the storage company is limited to CHF 25'000. – per event. Special insurance agreements (Art. 6 et seq.) are reserved. The storage company is released from its liability in the following cases: a) storage of particularly fragile goods which are not packed, such as porcelain, glass, marble, chandeliers, lampshades, paintings, mirrors, art objects, electrical appliances, and other appliances. b) untrue declarations by the depositor. c) storage of unpacked clothing, linen, blankets, small carpets and generally any small items subject to being lost due to lack of packing. d) deterioration of plants, food products, etc. e) damage caused by rut, rodents, moths (even if moth repellent has been used), wood-mites, mould. f) unsticking, scuff marks, scratches, damage to furniture varnish, fragmentation of worm-eaten furniture, linoleum breakage, as well as the consequences of changes in temperature or air humidity. g) storage of cash, securities, documents, and valuable items such as objects of art, jewellery, gold and silver goods, antiques, as well as items of a sentimental value, unless such goods have been verified and accepted by the storage company by way of a specific agreement. h) damage due to force majeure such as war, earthquakes, looting, annihilation, social upheavals. i) loss or damage of the contents of data carriers. j) damage when the goods are stored in containers or in separate rented premises. The liability of the storage company for the state or quantity of goods ceases when the depositor or his employee accepts the goods without reservation (Art. 14).



the SMC

the Swiss Moving Company

We take you home !

BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS



Art. 5 Depositor's liability

The depositor is liable for any damages caused to the storage company or to third parties resulting from the storage.

Art. 6 Insurance

The storage company is only obliged to insure the stored goods against damage due to fire, water, and theft if it has received written authority from the depositor for contracting such insurance, together with a statement as to the insured value and the risks to be covered. However, the storage company is entitled to contract insurance against damage due to fire, water, or theft for the usual amount, even when it has not been so authorised, but shall immediately inform the depositor thereof. Should the latter fail to request, by return of post, a modification of the sum insured resulting from the non-binding assessment by the storage company, the latter value is valid. The insurance premiums are billed under a separate heading. If the depositor already owns an insurance policy for the stored goods, and he notifies the storage company at the time of the signing of the storage contract, the storage company shall not contract insurance. In that case, the storage company is not liable for any damage. In the event of damage, the depositor may only be compensated where the insurance company grants such a payment under the insurance conditions relating thereto, and after deduction of any claim of the storage company against the depositor.

Art. 7 Storage fee and payment terms

The claims of the storage company are due immediately. The storage fee shall be calculated on a monthly basis. Any fraction of a month shall be billed as a whole month. Specific work required for the stored goods or carried out at the request of the depositor shall be accounted for under a separate heading.

Art. 8 Change of address

The depositor shall immediately notify the storage company in writing of any change of address. As long as such change has not been notified, the storage company is entitled to send its correspondence to the last address given by the depositor.

Art. 9 Right of retention and private sale

The stored goods can be used by the storage company as security (Art. 485 par. 3 Code of Obligations, Art. 895 Civil Code) for any claim resulting from its business relations with the depositor. If the depositor does not pay the storage fee within the term of payment set to him at its last given address, with the warning that the goods will be sold in case of non-payment (Art. 8), the storage company is entitled to realize the goods freely and at the best conditions, without any further formality (private sale or in case the goods have no material value, destruction). The proceeds of a sale are used primarily to cover the depositor's outstanding debt. The depositor is liable for any storage fees that remain outstanding following the sale. Any sums left over from the proceeds of the sale shall be reimbursed to the depositor.

Art. 10 Transfer of the storage receipt

If ownership of the stored goods is transferred to a third party, a new storage receipt shall be drafted in favour of the latter. The transfer shall only be effective once said receipt has been signed by both parties. Before the drafting of the new receipt, the depositor is entitled to claim full payment of all outstanding sums due on the relevant goods. The depositor is liable for the costs related thereto.

Art. 11 Inspection of the stored goods

The depositor may only enter the warehouse if he has given at least 24 hours' notice, is accompanied by an employee of the storage company, has produced the storage receipt, and bears the costs related to the inspection.

Art. 12 Termination

A storage contract concluded for a fixed period of time expires at the end of such period. A storage contract concluded for an indefinite period of time may be terminated at any time by the depositor with 48 hours' notice, by the storage company with 30 days' notice. Termination must be notified in writing. Termination through the storage company must be sent to the last address the depositor has given (Art. 8 applies). The storage contract can be terminated immediately for fair reasons. In particular, shall be considered a fair reason the fact that the stored goods present or develop disturbing properties (smells, leaks, vermin, overheating, etc.), the fact that they are harmful to other goods, to the warehouse itself, to the people working in it or to the environment. Fair notice is given to the depositor to relocate the stored goods. If the stored goods are not relocated in the allotted time limit, the depositor shall be entitled to organise a private sale of the goods or to destroy them if they have no material value; all costs and damages shall be borne by the depositor.



the SMC
the Swiss Moving Company
We take you home !

BY YOUR SIDE AT EVERY STAGE OF YOUR REMOVAL PROCESS



Art. 13 Restitution of the stored goods

Upon presentation by the depositor of the storage receipt, the storage company must return the stored goods. The storage company is however entitled to return the goods without presentation of the storage receipt. In any case, the storage company is entitled to verify the legitimacy of the bearer. Any loss of the storage receipt must be announced immediately to the storage company so the latter may prepare a duplicate and cancel the original. Before proceeding with the restitution, even partially, of the stored goods, full payment of all outstanding sums due on the relevant goods must have been made (Art. 7 and 9). If the depositor requests the restitution of isolated items, he shall bear the costs resulting from the relocation of the furniture, the opening of containers and any other service. In case of partial restitution, the storage company is entitled to request a receipt. In case of partial restitution or additional storage, the storage company is entitled to modify the storage fee. If the transportation of the goods is not carried out by the storage company, the latter has the right to an appropriate indemnity for its infrastructure costs (ramps, lift, etc.) and its employees.

Art. 14 Notification of complaints

The depositor shall notify any complaint immediately upon receiving the stored goods. By accepting said goods without reservation, the depositor loses all rights to claim for damages. Any claim for missing goods or visible damages must be made at the time of restitution and any other claim must be made in writing to the storage company within three days after restitution. If the depositor himself or his representative (but not the storage company) carries out the admission in the warehouse or the restitution, the storage company is released from any liability for the storage.

Art. 15 Sale of the stored goods

The storage company may be entrusted with the sale of the stored goods and show them to interested parties. Failing an agreement to the contrary, the storage company is free to set the sales price. As consideration, it may charge a 10% commission on the gross proceeds of the sale. Whatever the result of the sale, costs related thereto are to be borne by the depositor.

Art. 16 Applicable law and legal venue

The legal venue for both parties to the storage contact is at the location of the storage company's registered office.

Swiss law is applicable.

I declare that I have read and accepted all the general conditions.

Date

Signature
