

Art. 1 Scope of Validity

The following General Storage Conditions of the SWISS MOVERS ASSOCIATION (GSC SMA) apply to all deposit and storage contracts concluded by members of the SMA.

They cover the entire range of activities of the warehouse keeper as described in more detail below. All areas of activity not mentioned below are subject to the General Conditions of Removal of SMA (GTC SMA).

If there are various conflicting regulations or agreements, the following order of precedence shall apply: 1. Mandatory statutory provisions; 2. individual contractual agreements; 3. GSC SMA; 4. GTC SMA; 5. Nonmandatory law.

Art. 2 Sphere of Activity

The scope of activities of the warehouse keeper according to the conditions comprises exclusively storage, warehouse management and storage and retrieval.

Art. 3 Placing of Orders

Orders must be placed in writing within the meaning of Art. 13 f. Swiss Code of Obligations (OR) must be issued. Offers shall lapse if they are not accepted within 60 days.

The order shall contain all information necessary for proper execution, such as the quantity and type of goods to be stored, required storage area, time and type of delivery, etc., references to regulated goods (e.g. goods without customs clearance, compulsory storage, etc.) as well as those requiring special handling (e.g. odour emissions, special floor loads, extreme dimensions, humidity and temperature regulations, etc.). In addition, the client shall point out the special nature of the stored goods, their particular susceptibility to damage or their special high value. Any additional costs caused by this shall be borne by the client.

Unless otherwise agreed in writing, goods are excluded from acceptance for storage (prohibited goods): Dangerous goods such as inflammable and explosive goods and in general all goods that have an adverse effect on their surroundings in any way, illegal objects, animals, money, negotiable bearer instruments, precious metals, jewels, securities within the meaning of the Stock Exchange and Securities Trading Act and perishable goods.

It is presumed, until proven otherwise, that the goods to be stored are used household effects. The warehouse keeper is not required to include a reservation for normal wear and tear in acknowledgements of receipt or similar documents. If a client stores unused goods, he must explicitly inform the warehouse keeper of this.

Art. 4 Acceptance and incoming inspection of the stored goods

The client shall notify the warehouse keeper of the forthcoming delivery and the planned removal of the goods at least 24 hours in advance.

The inspection upon receipt of the items to be stored is limited to their external condition. The warehouse keeper is entitled, but not obliged or required, to take random samples of the goods to be storage. The warehouse keeper shall only be liable for the contents of boxes, cartons, baskets, cupboards, drawers and other containers if their packing and unpacking as well as their sealing is carried out by his own assistants and a list has been issued by the warehouse keeper.

The warehouse keeper shall confirm the receipt of goods in the warehouse to the client by issuing a warehouse warrant. Only the storage receipt shall be authoritative for the type and number of items stored. The warehouse warrant must be signed by the warehouse keeper and the client. The warehouse warrant is not a security; it is therefore neither lendable nor pledgeable or transferable.

Art. 5 Liability of the Warehouse Keeper

The warehouse keeper shall be liable to the depositor of the goods for the diligent execution of the order. He is entitled to call in auxiliary persons or substitutes for the execution of the order.

The duty of care of the warehouse keeper shall extend only to the storage goods in storage rooms with room temperature and unregulated humidity, but not to special precautions or special treatment of the goods (special safety measures, air-conditioning technology or similar) during storage, unless written agreements have been made in this respect.

The warehouse keeper takes over the stored goods when they are put into storage at the ramp or door sill and hands over the stored goods when they are taken out of storage at the ramp or door sill. The loading and unloading process shall in any case be attributed to the client's liability period. If auxiliary persons or substitutes of the warehouse keeper assist in the loading or unloading process, they shall be deemed to be auxiliary persons of the client in this respect.

The warehouse keeper is not obliged to check the condition of the goods during the storage period. However, if he notices obvious changes that suggest damage or danger, he reports it to the client. The warehouse keeper shall have no further obligations other than reporting to the client.

The warehouse keeper shall be exempt from any liability if damage has been caused by circumstances for which neither the warehouse keeper nor any subcontractors are to blame.

The liability of the warehouse keeper for slight negligence is excluded in accordance with Art. 100 OR. Liability for slight negligence on the part of his auxiliary persons or substitutes is also excluded. Any other agreements remain reserved.

Damage attributable to the following causes shall not constitute fault on the part of the warehouse keeper:

- a) Rust, mice and moth damage (even if moth protection treatment has taken place), woodworm, mould;
- b) glue solutions, abrasions, pressure marks, loss of gloss on furniture polish, breakage of rotten furniture and linoleum carpets as well as consequences of temperature fluctuations or impact of humidity;
- c) Force majeure such as war, earthquake, looting, destruction, social unrest;
- d) Loss or damage to contents on data carriers;
- e) Damage when storing in containers or renting separate rooms.

Goods of sentimental value shall not be replaced.

The liability of the warehouse keeper ends with the termination of the storage contract.

Art. 6 Duties and Liability of the Client

The Client shall be liable for all direct and indirect damage caused to the warehouse keeper by the stored goods.

The following obligations are incumbent on the client and any damage resulting from a breach of these obligations shall therefore not constitute fault on the part of the warehouse keeper:

- a) Particularly sensitive items such as porcelain, glass, marble, lamps, lampshades, pictures, mirrors, works of art, electrical and other appliances are to be handed over packed for storage;
- b) Stored items must be declared truthfully;
- c) Clothes, linen, blankets, small carpets, as well as small items in general, which are exposed to the risk of loss if unpacked, are to be handed over packed for storage.
- d) Perishable goods or prohibited goods may not be handed over for storage.
- e) The client shall draw the warehouse keeper's attention to the special nature of the stored goods, to their particular susceptibility to damage or to their special high value (e.g. money, securities, documents, valuables such as works of art, jewellery, gold and silverware, antiques); see above, Art. 3;

The client shall reimburse the warehouse keeper for all expenses including interest, incurred by the warehouse keeper in connection with the proper execution of the order. Likewise

he shall compensate any damage incurred by the warehouse keeper in the correct execution of his order.

Art. 7 Insurance

The warehouse keeper shall only be obliged to insure the stored goods against fire, water and burglary damage if there is a written order from the depositor stating the insured value and the risk to be covered.

On the other hand, the warehouse keeper is entitled to insure the goods at the usual level against water, fire or burglary damage at the contractor's expense, even without a special order. However, passing on the costs to the client is only possible if the client has been informed about the existing or intended insurance coverage and does not immediately provide notification that he does not want the indicated coverage.

The corresponding premiums will be invoiced separately.

Art. 8 Storage Fees and Terms of Payment

The fees payable to the warehouse keeper are due immediately. Payment shall be made immediately upon receipt of the invoice. Default shall occur after receipt of the invoice without further reminder (expiry date agreement).

The storage fee is calculated per calendar month. Each month started will be charged in full. Special work caused by the stored goods or carried out on behalf of the depositor shall be charged separately.

In the event of late payment, the client shall owe the warehouse keeper a fee of CHF 50 in addition to the default interest owed by law.

In the event of a delay in payment of more than 60 days, all claims of the client against the warehouse keeper arising from an insurance policy taken out or arranged by the Warehouse Keeper shall also lapse.

Art. 9 Change of domicile

The depositor shall immediately notify the warehouse keeper in writing of any change of domicile. As long as the change of domicile has not been indicated, the latter address shall be deemed to be the domicile of service.

Art. 10 Right of Retention

The stored goods handed over to the warehouse keeper shall be liable to him as a pledge for the respective balance from the entire business transactions with the client. After the unused expiry of a payment deadline set by the warehouse keeper under threat of repossession, the warehouse keeper may utilise the goods concerned without further formalities. The warehouse keeper is entitled to send the notice of forfeiture to the last known address in accordance with Art. 9.

Art. 11 Transfer of ownership

In the event of a transfer of ownership of the stored goods, the client remains liable as a contracting party for the fulfillment of all obligations and the retention right of the warehouse keeper remains in force. Only after all outstanding claims have been settled and only at the request of the client and the new owner must the warehouse keeper agree to a transfer of the contract to the purchaser and issue a new warehouse warrant made out to the purchaser.

Art. 12 Inspection of the Stored Goods

The warehouse keeper shall have access to the storage space during normal business hours after prior notification of at least 24 hours and accompanied by an employee of the warehouse keeper upon presentation of the warehouse warrant and assumption of the resulting costs.

Art. 13 Termination

If the storage contract has been concluded for a certain period of time, it shall end upon its expiry.

If the storage contract is concluded for an indefinite period, the client may terminate the contract at any time with 48 hours' notice, and the warehouse keeper with 30 days' notice. Notice must be given in writing.

The storage contract can be terminated prematurely without notice for important reasons. Important reasons are in particular if the stored goods have or develop disturbing characteristics (odours, leakage, pests, heating, etc.) which affect other goods, the warehouse itself, persons working in it or the environment, or if the due claims of the warehouse keeper are not paid after a subsequent payment deadline of 10 days has been set.

The depositor shall be given a reasonable period of time to collect the stored goods after the end of the contract. **If the stored goods are not collected within the set period of time, the warehouse keeper shall be entitled to sell the goods on the open market at the expense of the depositor or to dispose of them if they no longer have any material value, with the consequences of costs and compensation.**

Art. 14 Retrieval

The retrieval order must be issued by the Client and must be submitted in good time, i.e. at least 48 hours before the intended retrieval date. In any case, the warehouse keeper is entitled to check the legitimacy of the person requesting the goods.

Before even part of the stored goods can be retrieved from storage, all claims on the stored goods must be settled (Art. 8 and Art. 10).

If individual items are requested to be removed, the client shall pay for the rearrangement of the furniture, opening of the boxes and any other labour. The warehouse keeper is entitled to a receipt for all payments. In the event of partial retrieval from storage (or additional storage), the warehouse keeper may re-determine the amount of the storage fee.

If the transport of the goods is not carried out by the warehouse keeper, the warehouse keeper is entitled to reasonable compensation for the infrastructure costs (ramp, lift, etc.) and for auxiliary personnel.

Art. 15 Complaints

By accepting the goods without reservation, it is assumed that the condition of the goods is approved. Claims due to missing stored goods or due to externally visible damage must be reported to the warehouse keeper in writing immediately on the occasion of the retrieval from storage itself, and notification of hidden defects provided within 3 days after removal from storage.

Art. 16 Sale of Stored Goods

The warehouse keeper may accept orders to dispose of the stored goods. In this case, it shall be subject to the rules on the Commission (Art. 425 ff. OR). Unless otherwise agreed, the warehouse keeper shall be free to fix the price. For his efforts he shall receive, unless otherwise agreed, a commission of 10% on the gross proceeds. Expenses are to be reimbursed separately by the warehouse keeper irrespective of the sale.

Art. 17 Governing Law and Jurisdiction

For the assessment of all claims in dispute between the contracting parties, the registered office of the warehouse keeper shall be the place of jurisdiction.

Swiss law is applicable to the exclusion of the Federal Act on Private International Law.