

General Terms and Conditions for Relocation and Assembly Services by RMP e.K.

Effective as of July 2022

1. Provider, Customers, and Scope

1.1. The provider of services is RMP e.K., Robert Ladanyi, Neuwiesenstr. 10, 88214 Ravensburg, Phone: 0173/4553655, Email: management@rmp-umzug.de, registered in the Commercial Register of Ulm District Court under HRA 727604, VAT identification number DE320443026 (hereinafter referred to as "**RMP**").

1.2. The customer is considered a consumer insofar as the purpose of the ordered services cannot predominantly be attributed to their commercial or independent professional activity. In contrast, an entrepreneur is any natural or legal person or a partnership with legal capacity acting in the exercise of its commercial or independent professional activity when concluding a contract.

1.3. The business relationship between RMP and the customer (hereinafter "customer") is exclusively governed by the following General Terms and Conditions in their version valid at the time of the order. Deviating general terms and conditions of the customer are not recognized unless RMP explicitly agrees to their validity in writing.

2. Offer, Ordering Process, Conclusion of Contract

2.1. The customer may provide RMP with details and information regarding the planned move or the intended use of services via their website, email, or telephone. If the customer uses RMP's website, they must use the configurator provided and enter all details and possibly requested documents and information to RMP.

2.2. The customer assures that the information provided by them is true and factually correct and complete. The customer's information forms the basis for RMP's offer. If it turns out during the actual execution of the move or the service that the data provided by the customer and recorded in the offer are incorrect, RMP can either refuse to carry out the move and/or the service if the incorrect information means that the move cannot be carried out due to actual circumstances (such as insufficient loading capacity, exceeding the calculated time, etc.), or RMP can provide the service, calculating the additional effort incurred.

2.3. Based on the information provided by the customer and usually confirmed by an RMP employee in a phone call with the customer, such as moving and destination addresses, moving goods list, and other price-determining factors, RMP prepares a detailed offer and sends it to the customer via email.

2.4. If all necessary data from the customer for the service to be provided are available and have been determined in the offer, a binding offer from RMP is presented to the customer to carry out the move or the service under the specified conditions at the specified date. The customer can accept this offer by sending an email or via the RMP website.

2.5. If the customer accepts RMP's offer, the service contract between RMP and the customer is concluded.

2.6. RMP confirms the order to the customer within 3 working days via email (order confirmation). In this email or in a separate email, but no later than the start of the service, the contract text (consisting of the order, terms and conditions, and order confirmation) is sent to the customer by us on a permanent data carrier (email or paper printout) (contract confirmation). The contract text is stored respecting data protection.

2.7. The contract is concluded in the German language.

3. Services by RMP

3.1. RMP fulfills its obligations (especially organizing and carrying out moves, as well as furniture assembly) with the utmost care and while safeguarding the interests of the customer in exchange for the agreed fee. In this context, additional services may arise, such as the arrival and departure of transport vehicles, loading, securing and unloading of moving goods, or furniture disassembly and assembly.

3.2. Unless otherwise agreed, the following services are generally included in RMP's contract scope:

3.2.1. Organization and planning of the move;

3.2.2. Arrival and departure of the required transport vehicles;

3.2.3. Moving personnel in a reasonable, necessary scope at the loading and unloading location;

3.2.4. Loading and unloading of the agreed moving goods into the transport vehicle by the personnel mentioned in 3.2.3;

3.2.5. Transport of the agreed moving goods from the departure location to the destination;

3.2.6. Unloading of the agreed moving goods by the personnel mentioned in 3.2.3 at the destination;

3.2.7. Delivery and placement of the moving goods;

3.2.8. Fuel for the transport vehicles;

3.2.9. Materials for proper loading (e.g., belt restraints, etc.);

3.3. Additional services can be booked by the customer for an additional fee, provided they are offered by RMP. These include, but are not limited to:

3.3.1. Dismantling and assembly of furniture;

3.3.2. Packing and unpacking of moving goods;

3.3.3. Rental of furniture lifts;

3.3.4. Sale of packaging materials;

3.3.5. Conclusion of additional insurances.

3.4. Unless otherwise agreed, RMP personnel are not obligated to perform doweling, electrical, plumbing, and other installation work.

3.5. For services additionally mediated by craftsmen, RMP is only liable for careful selection.

4. Partial Load Transport

4.1. The move may be carried out as a partial load transport.

5. Commissioning Third Parties

5.1. Unless otherwise agreed, RMP may commission another executing furniture removal company to carry out the move.

6. Customer's Obligation to Provide Information

6.1. If the customer does not wish for packaging and labeling by RMP, RMP points out to the customer the exclusion of liability pursuant to § 451 d para. 1 no. 2 HGB. RMP is neither authorized nor obliged to inspect the goods packaged by the customer, except in cases of obvious unsuitability of the packaging.

6.2. If the moving goods include hazardous materials, the customer is obliged to inform RMP in advance about the nature of the danger posed by the goods. Hazardous materials in the context of moving include materials that are fire or explosion hazards, radioactive, prone to spontaneous combustion, toxic, corrosive, foul-smelling, or similar. This includes, in particular, batteries, fuels, chemicals, gases, solvents, ammunition, etc. The transport of these hazardous materials is generally excluded.

6.3. For moving goods that, due to their size or weight and the conditions at the destination, cannot be unloaded without the risk of damage, RMP must obtain instructions from the customer. In case of transportation or delivery obstacles, § 419 HGB applies.

7. Customer's Obligations to Cooperate

7.1. The customer is obliged to provide complete and truthful information, particularly about the conditions at the entry and exit locations (e.g., distance measurements for pathways to/from the transport vehicle, square meter specifications, number of rooms, number of

persons in the household, availability of a suitable elevator, floor information, basement rooms, moving goods, etc.).

7.2. If offered, the customer must enter a complete list of moving goods on the website during the booking process. If this is not possible or not offered, the customer must submit the complete and truthful list of moving goods to RMP within the set deadline.

7.3. The customer is also obliged to carry out all necessary preparatory actions, particularly but not exclusively packing the moving goods, in time before the move so that a proper execution of the move is not hindered. This does not apply if the customer has commissioned RMP with the corresponding services as chargeable additional services.

7.4. Where necessary, the customer will independently obtain official permits for sufficient no-parking zones for the agreed period of the move at the entry and exit locations and set up corresponding no-parking signs.

7.5. Furthermore, the customer is obliged to provide RMP with all necessary documents/accompanying papers, permits, licenses, customs documents, etc., required due to legal and/or official regulations. RMP is not obliged to check these documents, § 451b para. 3 sentence 2 HGB.

7.6. The customer is responsible for the professional securing of movable or electronic parts, especially sensitive components. RMP is not obliged to check this transport securing.

7.7. At the pickup of the moving goods at the loading location (departure site), the customer must check that no item is mistakenly loaded or left behind.

7.8. The customer must either be present at the loading and unloading locations themselves or appoint an authorized representative for RMP, who is authorized to send or receive the moving goods, to check for damages, and to accept the services of RMP. The customer must fully inform this representative about all contract details.

7.9. For inadequacies at the loading and unloading location, resulting from a breach of duty by the customer according to clause 7.4, the customer will be charged for the additional effort incurred according to the current price and performance list of RMP. This also applies if elevators stated as available are either defective or actually not present. An elevator is also considered not present if it can transport less than 50% of the agreed moving goods.

7.10. If the customer is not present at the agreed moving day at the agreed time and is not properly represented by a third party authorized by them, RMP is entitled to charge a lump sum compensation of 20,- EUR for each commenced 30 minutes and per employee present on site. After a delay of 3 hours, RMP is entitled to charge the agreed freight charge, without providing the services, as a lump sum compensation. The customer remains free to prove that no damage occurred at all or only to a lesser extent.

8. Prices and Payment Terms

8.1. All indicated prices are inclusive of statutory value-added tax, if applicable.

8.2. The customer receives invoices in electronic form at their email address.

8.3. RMP offers the following payment methods: Prepayment/Transfer, Credit Card, and PayPal.

8.3.1. Prepayment

8.3.1.1. If the customer chooses prepayment, they must transfer the agreed payments to the bank account stated in the offer.

8.3.2. PayPal Plus

8.3.2.1. RMP offers the customer various payment methods via PayPal within the framework of the PayPal Plus payment service. The customer is redirected to the PayPal website where they enter their payment details, agree to the use of their data by PayPal, and confirm the payment instruction to PayPal.

8.3.2.2. If the customer chooses PayPal, they must be registered with PayPal or register first and authenticate with their access data to pay the invoice amount. The payment transaction is automatically carried out by PayPal immediately after confirming the payment instruction. Further instructions are provided to the customer during the ordering process.

8.3.3. Credit Card via PayPal

8.3.3.1. If the customer chooses credit card payment, they do not need to be registered with PayPal to pay the invoice amount. The payment transaction is carried out immediately after confirming the payment instruction and after authentication as a legitimate cardholder by the credit card company at PayPal's request and the card is charged. Further instructions are provided to the customer during the ordering process.

8.3.4. Direct Debit via PayPal

8.3.4.1. If the customer chooses the direct debit payment method, they do not need to be registered with PayPal to pay the invoice amount. Upon confirming the payment instruction, the customer grants PayPal a direct debit mandate. PayPal informs the customer about the date of account debiting (so-called prenotification). Immediately after confirming the payment instruction, PayPal requests its bank to initiate the payment transaction. The payment transaction is carried out and the customer's account is debited. Further instructions are provided during the ordering process.

8.4. Down Payment:

8.4.1. Unless otherwise agreed, the customer must make a down payment of 20% of the order value, which can be made using the selected payment method. Another 40% of the order value is to be paid 14 days before the planned moving date or the date of the agreed service.

- 8.4.2. If there are less than 18 days between the conclusion of the contract and the moving date, a down payment of 60% of the order value is required.
- 8.5. Unless contractually agreed otherwise, the remaining payment is due upon delivery or assembly, for international transports before the start of loading.
- 8.6. Expenses in foreign currency are settled according to the exchange rate determined on the payment date.
- 8.7. If the customer fails to meet their payment obligation, RMP is entitled to hold the moving goods or, after starting the transport, to store them at the sender's expense until the fee and expenses incurred up to that point are paid. If the customer still does not meet their payment obligation, RMP is entitled to carry out a pledge sale according to legal regulations.
- 8.8. The pledge sale is carried out according to legal provisions with the provision that if RMP exercises its statutory right of lien, the threat of the pledge sale and the required notifications are to be directed to the sender.
- 8.9. § 419 HGB applies accordingly.
- 8.10. All payments by the customer must be made using the payment method they selected. A later change of the payment method is not possible.
- 8.11. If unforeseen expenses arise within the scope of the contractual service, these are to be reimbursed by the customer, including a reasonable remuneration, provided RMP could consider them necessary under the circumstances.
- 8.12. If the customer extends the scope of services after the conclusion of the contract, the additional costs incurred, including a reasonable remuneration, are to be reimbursed.
- 8.13. Employees of RMP, as well as any executing furniture removal company commissioned by RMP, are not authorized to collect payments, so they cannot accept cash payments.
- 8.14. Tips are not offsettable against RMP's invoices.

9. Assignment Agreement

- 9.1. If the customer has a claim for moving cost reimbursement from a third party (e.g., employer or service provider), the customer assigns this claim to RMP. RMP accepts the assignment. The customer instructs the third party to pay the agreed and due remuneration and any down payments directly to RMP, less any down payments and/or partial payments made, upon written request.

10. Set-off

10.1. Set-off against claims of RMP is only permissible with due counterclaims that have been legally established, are ready for decision, or are undisputed.

11. Instructions and Notifications

11.1. Instructions and notifications of the customer regarding the execution of the transport are to be directed exclusively to RMP in text form.

12. Determination of the Moving Goods

12.1. The determination of the moving goods is the responsibility of the customer.

13. Right of Withdrawal, Customer Cancellation

13.1. The move is a service within the meaning of § 312 g paragraph 2 sentence 1 number 9 BGB. There is no legal right of withdrawal according to § 355 BGB.

13.2. The customer may cancel the moving contract at any time.

13.3. If the customer cancels, RMP may either

13.3.1. claim the agreed fee, any demurrage, and reimbursable expenses, deducting what RMP saves in expenses due to the termination of the contract or acquires or maliciously fails to acquire elsewhere;

13.3.2. or claim a flat-rate third of the agreed fee. If the cancellation is due to reasons attributable to RMP's risk area, the claim for default freight under 13.3.2 is omitted; in this case, the claim under 13.3.1 also lapses if the transport is of no interest to the sender.

14. Customer Withdrawal

14.1. Notwithstanding the customer's right of termination under 13.2, the customer may withdraw from the contract unless the moving date has already been postponed once by the customer and accepted by RMP. In the event of withdrawal, the customer must pay cancellation fees (cancellation costs) according to the date of withdrawal (based on the agreed compensation):

14.1.1. More than 15 calendar days before the agreed moving date: 20%

14.1.2. Between 8 and 14 calendar days before the agreed moving date: 50%

14.1.3. Less than 7 calendar days before the agreed moving date: 100%

14.2. The invoice for cancellation costs is issued according to item 8, with the customer agreeing that the cancellation costs are collected according to the chosen payment method (e.g.). The customer retains the right to prove that no damage occurred or is significantly lower than the cancellation flat rates in 14.1.1 to 14.1.3.

15. Force Majeure

15.1. In cases of force majeure, the affected party is exempted from the obligation to perform or accept services for the duration and to the extent of the impact. Force majeure includes any event outside the control of the respective party that wholly or partially prevents it from fulfilling its obligations, including fire damage, floods, strikes, and lawful lockouts, unexpected pandemics or epidemics, as well as operational disruptions or official orders not caused by it.

15.2. The affected party will immediately notify the other party of the occurrence and cessation of force majeure and make the best efforts to remedy and limit the impact of the force majeure as far as possible.

15.3. The parties will coordinate on further procedures in the event of force majeure and determine whether the service not provided during this time should be performed after its cessation. Notwithstanding, either party is entitled to withdraw from the affected services if the force majeure lasts more than 2 weeks from the agreed service date. The right of each party to terminate the contract for an important reason in the event of prolonged force majeure remains unaffected.

16. Change of Moving Date

16.1. The customer is allowed to change the moving date once after the conclusion of the contract, provided the originally agreed moving date is at least 15 days in the future at the time of change. The new moving date must also be at least 15 days in the future, counted from the day of the change.

16.2. For changing the moving date, RMP is entitled to charge a processing fee of 39.00 €. This processing fee will be collected using the payment method specified by the customer.

17. Data Protection

17.1. Regarding the processing of personal data, RMP's data protection declaration applies.

18. Final Provisions

18.1. The laws of the Federal Republic of Germany apply to contracts between RMP and the customers, excluding the UN Sales Convention. The statutory provisions restricting the choice

of law and the applicability of mandatory provisions, especially of the state in which the customer as a consumer has their habitual residence, remain unaffected.

18.2. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and RMP is the seat of RMP. Otherwise, § 30 ZPO applies.

18.3. The contract remains binding in its other parts even if individual points are legally ineffective. Instead of the ineffective points, the statutory provisions apply, if any. However, if this would represent an unreasonable hardship for a contracting party, the contract becomes entirely ineffective.

18.4. The European Commission provides a platform for online dispute resolution (ODR), available at <https://ec.europa.eu/consumers/odr>. RMP is not obligated and unwilling to participate in a dispute resolution procedure before a consumer arbitration board.

Notification about Liability Provisions according to § 451 g HGB -

RMP is liable as a carrier under the moving contract and the Commercial Code (HGB). These liability principles also apply to cross-border transports starting or ending in Germany, even if different types of transport means are used. The liability provisions also apply accordingly for storage when the storer is a consumer.

1. Liability Principles

RMP is liable for damage caused by loss or damage to the goods while they are in their custody.

2. Maximum Liability

RMP's liability for loss or damage is limited to an amount of 620 Euros per cubic meter of loading space required to fulfill the contract. For exceeding the delivery deadline, RMP's liability is limited to three times the amount of the freight. If RMP is liable for violating a contractual obligation related to the execution of the move for damages not caused by loss or damage to the goods or by exceeding the delivery time, and if these are damages other than material and personal injury, in this case, the liability is limited to three times the amount that would be payable in the event of loss of the goods.

3. Compensation Value

If RMP has to compensate for the loss of goods, the value at the location and time of taking over for transport is to be replaced. In the case of damage to the goods, the difference between the value of the undamaged goods and the value of the damaged goods is to be replaced. The decisive factor is the value of the goods at the location and time of taking over. The value of the goods is determined by the market price. In both cases, the costs of damage assessment are also to be compensated.

4. Exclusion of Liability

RMP is exempt from liability if the loss, damage, or exceeding of the delivery time is due to an unavoidable event that RMP could not avoid even with the utmost care and the consequences of which they could not prevent.

5. Special Exclusion of Liability Reasons

5.1. RMP is exempt from liability if the loss or damage is due to one of the following risks:

5.1.1. Transport and storage of precious metals, jewels, gemstones, money, stamps, coins, securities, or documents;

5.1.2. Insufficient packaging or marking of the moving goods by the sender;

5.1.3. Handling, loading, or unloading of the goods by the sender;

5.1.4. Transport and storage of goods not packaged by RMP in containers;

5.1.5. Loading or unloading of goods whose size or weight does not correspond to the space conditions at the loading or unloading site, provided RMP has warned the sender of the risk of damage beforehand and the sender has insisted on performing the service;

5.1.6. Transport and storage of living animals or plants;

5.1.7. Natural or deficient condition of the goods, making them particularly susceptible to damage, especially through breakage, malfunction, rust, internal decay, or leakage.

5.2. If a damage occurs that could have arisen under the circumstances of the case from one of the risks listed in items 5.1.1 to 5.1.7, it is assumed that the damage arose from this risk. RMP can only rely on the special reasons for exclusion of liability if they have taken all measures incumbent upon them according to the circumstances and observed special instructions.

5.3. The storage keeper is not liable for damages caused by nuclear energy and radioactive or by radioactive substances.

6. Applicability of Exemptions and Limitations of Liability

6.1. The exemptions and limitations of liability also apply to claims from non-contractual liability due to loss or damage to the goods or due to exceeding the delivery deadline, provided RMP has not acted intentionally or recklessly and with the awareness that damage will probably occur.

6.2. The aforementioned exemptions and limitations of liability also apply to RMP's staff.

7. Executing Furniture Forwarder

7.1. If RMP commissions another executing furniture forwarder for the move, this forwarder is liable in the same way as RMP as long as the goods are in their custody. The executing furniture forwarder can assert all contractual objections.

8. Transport and Storage Insurance

8.1. There is the option to insure the goods beyond the statutory liability. RMP concludes a transport or storage insurance at the customer's request and against payment of a separate premium.

9. Damage Reporting

9.1. For asserting claims for damages, the following important peculiarities apply:

9.1.1. Externally recognizable damages and losses of the goods should be precisely recorded at delivery on the delivery note or a damage protocol. Such damages or losses must be reported to RMP in detail in text form (email, letter, fax) no later than the next day.

9.1.2. Externally unrecognizable damages and losses must be reported to RMP within 14 days after delivery, also in detail in text form.

9.2. If damages and losses are not claimed within the specified periods, the claims for compensation expire.

9.3. Exceeding the delivery deadline must be reported in text form within 21 days after delivery. After this period, the claim is otherwise forfeited.

9.4. To meet the deadlines, the timely dispatch of a detailed notice in text form to the commissioned or delivering furniture forwarder, identifying the sender, is sufficient.