SaveSpace
Terms and Conditions

These Terms and Conditions are a translation of the German original. In the event of any discrepancy between the German and the English version, the German version prevails.

1. Services

1.1 SaveSpace as a brand of SaveSpace Schweiz GmbH (**SaveSpace**) with registered office in Risch and business address Lettenstrasse 9, 6343 Rotkreuz provides the following services:

a. item-based and space-based storage of movable objects (**storage goods**) in warehouses operated or rented by SaveSpace (**SaveSpace facilities**),
b. the pick-up of the storage goods for storage and their return delivery during or after storage, as required in connection with storage (**storage-related transport services**),
c. sale of containers, packing paper, bubble wrap and other material used for transport and storage (**SaveSpace packaging material**) to customers, and
d. order picking of goods for businesses.

For item-based storage, the storage fee is calculated according to the number and size of the containers or other items; for space-based storage, it is calculated according to the number of square meters of storage space required.

1.1a When a SaveSpace facility is booked, SaveSpace and the customer conclude a storage agreement. The main service and economic focus of the agreement are the storage and safekeeping of the storage goods by SaveSpace.

The pick-up of the storage goods for storage and their return delivery during or after storage serve the performance of the storage agreement and are provided as non-independent ancillary services of the storage agreement. Separate scheduling, itemization or invoicing of these services does not give rise to an independent contract of carriage or removal contract.

The special provisions of Sections 2B.4 and 11B apply to storage-related transport services in connection with partner units. Mandatory statutory provisions remain unaffected.

1.1b In addition, SaveSpace arranges storage space of independent third-party providers for the customer (**partner units**). In doing so, SaveSpace acts exclusively as the customer's authorized representative and concludes the rental or storage agreement in the customer's name with the respective third-party provider. Within the scope of this authorization, SaveSpace also handles communication, contract administration and payment processing. The storage service on partner units is provided exclusively by the third-party provider; in this respect, SaveSpace is neither the warehouse keeper nor the landlord.

1.1c Definitions and recognizability for customers

SaveSpace facilities are storage spaces that are operated or rented exclusively by SaveSpace and to which the customer has **no independent regular access**. Storage and retrieval are carried out exclusively by SaveSpace within the scope of the storage agreement, including the storage-related pick-up and return delivery.

Customers book SaveSpace facilities via the **pick-up/delivery booking interface**, where SaveSpace collects the storage goods from the customer and later returns them.

Partner units are self-storage spaces of independent third-party providers where the customer receives independent access to the rented storage room. A partner unit always exists if the customer makes a self-storage booking without SaveSpace pick-up and without mandatory return transport. Partner units are clearly marked as such in the booking interface, e.g. by a notice or a "Partner" badge.

In case of doubt, the following applies: if the customer is granted independent access to the storage room, it is always a partner unit, unless the booking confirmation expressly states that storage takes place in a SaveSpace facility.

1.2 These Terms and Conditions are the basis for the provision of services by SaveSpace. They apply exclusively in the relationship between SaveSpace and the customer. Conflicting, additional or deviating terms and conditions of the customer are hereby rejected, unless SaveSpace has agreed to their validity in text form or in writing. In these Terms and Conditions, customers who obtain services for personal or family use are referred to as **consumers**; all other customers are referred to as **businesses**. Where consumers and businesses are meant together, the term **customer** is used. Insofar as these Terms and Conditions provide for text form, a legible declaration, e.g. by e-mail, is sufficient.

For services pursuant to Section 1.1 (a)–(d), the customer's sole contractual partner is SaveSpace. For services pursuant to Section 1.1b (intermediation of partner units), the storage agreement is concluded exclusively between the customer and the respective third-party provider; in this respect, SaveSpace acts as the customer's authorized representative.

1.3 By entering their postal code on the SaveSpace website (**SaveSpace website**), the customer can see whether their address is located in one of the SaveSpace service areas and whether they can therefore become a customer.

1.4 For services pursuant to Section 1.1 (a)–(b), the customer enters the following information on the SaveSpace website when placing an order:

a. **Storage goods**
   i. description of the type of storage goods,
   ii. number of containers and unpacked items to be stored,
   iii. dimensions and weight of each container and unpacked item to be stored,
   iv. approximate storage space required (only for space-based storage).

b. **Date, pick-up location, desired services**
   i. desired time slot,
   ii. name or company and address,
   iii. floor, elevator yes/no.

and checks the above information for accuracy and completeness and confirms it as correct with a click. SaveSpace includes this information provided by the customer in the first inventory list, which is to be sent to the customer upon SaveSpace's acceptance of the order and which is then binding in the relationship between SaveSpace and the customer.

1.5 By completing the ordering process and clicking "***Authorize future payment***" at the end of it, the customer registers and, on the basis of these Terms and Conditions, enters into the contractual relationship with SaveSpace concerning the maintenance of their customer account and the business relationship conducted through it. At the same time, the customer places the respective order with SaveSpace or submits the offer required for this purpose. The acceptance

of individual orders is governed by the provisions of these Terms and Conditions provided for this purpose. The customer can only register and submit the order and transmit it to SaveSpace after having accepted these Terms and Conditions once by clicking "***I agree to the Terms and Conditions***". The contract text is stored by SaveSpace. Reference is made to the Privacy Policy.

For services pursuant to Section 1.1b (intermediation of partner units), the customer additionally grants SaveSpace, when placing the order, an authority to conclude contracts and an authority to process payments in order to conclude and administer the storage agreement with the third-party provider in the customer's name.

1.6 The customer account is maintained for the duration of the business relationship between SaveSpace and the customer. These Terms and Conditions apply to the maintenance of the customer account and to all orders and service requests placed on the basis of the existing contractual relationship.

Further orders and service requests, in particular the storage of further storage goods, changes to the storage volume, return deliveries and additionally ordered transport or additional services, are made within the framework of the existing contractual relationship, unless a separate contract is expressly concluded.

1.7 Each customer is entitled to maintain one customer account in their name via the SaveSpace website. SaveSpace reserves the right to delete multiple registrations if a customer registers with SaveSpace with several accounts.

1.8 In relation to businesses, these Terms and Conditions also apply to future business relationships between them and SaveSpace without their validity having to be agreed again.

2. Conclusion of contract, inventory list

This Chapter 2 applies exclusively to services pursuant to Section 1.1 (a)–(d) (SaveSpace facilities, transport services, packaging material, additional services). Chapter 2B applies to intermediation services pursuant to Section 1.1b (partner units).

2.1 The offerings on the SaveSpace website merely constitute an invitation to submit an offer to place the respective order within the framework of the contractual relationship existing pursuant to Sections 1.5 and 1.6.

2.2 SaveSpace accepts the customer's offer by confirming it in the form of an e-mail with the subject line "***Appointment Confirmation***" or, at the latest, by picking up the storage goods. An e-mail by which SaveSpace merely confirms receipt of the offer does not yet constitute a binding acceptance of the customer's respective offer. The e-mail containing SaveSpace's binding acceptance of the offer states the scope of the order. The customer is hereby asked to check the spam folder of their mailbox regularly.

2.3 For the performance of the storage agreement, SaveSpace collects the storage goods intended for storage from the customer on the date entered by the customer in an available time slot on the SaveSpace website, unless SaveSpace and the customer have exceptionally agreed on another date in text form or in writing, or the driver exceptionally arrives before or after the time slot (of which SaveSpace will inform the customer by telephone as soon as a deviation from the time slot becomes apparent).

2.4 The customer also submits offers within the framework of this contract (handing over further storage goods or requesting storage goods in whole or in part) via the SaveSpace website. SaveSpace adjusts the inventory list after each change of the inventory by the customer and sends it to the customer by e-mail after the delivery or pick-up appointment has been carried out.

2.5.1 Continuation of storage if a return delivery is cancelled

If the customer cancels, in whole or in part, an appointment for the delivery of storage goods already in storage to them, irrespective of the time and the reasons, or changes the scope of the requested delivery, SaveSpace continues storing the storage goods not delivered on behalf of the customer and at the customer's expense. Storage of these storage goods continues until their actual return, other surrender, realization or other termination of safekeeping in accordance with these Terms and Conditions.

2.5.2 Cancellation or rescheduling of a pick-up or delivery appointment

For agreed pick-up and delivery appointments, SaveSpace reserves in particular transport capacities, vehicles and personnel. The following provisions apply to the cancellation or rescheduling of a bindingly agreed pick-up or delivery appointment:

a. **Until the end of the seventh calendar day before the agreed appointment**, the customer may cancel or reschedule the appointment free of charge.
b. In the event of a later cancellation or rescheduling up to **4:00 p.m. on the last business day before the agreed appointment**, the lump-sum damages for appointment reservation, scheduling and organization individually shown to the customer before conclusion of the contract become due.
c. In the event of a cancellation or rescheduling **after 4:00 p.m. on the last business day before the agreed appointment**, a cancellation on the day of the appointment, or if the agreed appointment cannot be carried out for a reason for which the customer is responsible, lump-sum damages in the amount of the **regular transport price before deduction of any storage-dependent discounts** shown to the customer before conclusion of the contract become due instead of the lump sum pursuant to (b).

The lump sum applicable to the respective order, the regular transport price, any storage-dependent discount and the transport price actually payable after the discount are displayed to the customer before they submit their contractual declaration.

The customer expressly reserves the right to prove that SaveSpace has suffered no damage or significantly less damage.

2.5.3 Booking within the chargeable cancellation period

If a pick-up or delivery appointment is booked only after expiry of the free cancellation or rescheduling period provided for in Section 2.5.2 (a), there is no free cancellation or rescheduling option from the conclusion of the contract onwards. The cancellation terms applicable to the specific appointment from the conclusion of the contract and any lump sum that may be incurred are expressly displayed to the customer before they submit their contractual declaration.

2.5.4 Changes in scope for item-based storage

If a change in scope is no longer possible via the SaveSpace website, the customer may ask the driver upon arrival whether additional item-based storage goods can be taken. If sufficient free capacity is available, the driver may take the additional storage goods. The storage fees and, if applicable, transport fees incurred for this are adjusted accordingly.

Upon the driver's arrival, the customer may also declare that no or fewer item-based storage goods are to be picked up. However, this does not result in a subsequent reduction of the transport fee owed for the agreed transport appointment.

Section 2.5.1 applies to changes in the scope of a return delivery.

2.5.5 A cancellation or rescheduling of a transport appointment within the meaning of this Section is a change initiated by the customer as a result of which the agreed transport appointment is not to be carried out at all or is to be moved to another time. The designation used by the customer for the declaration is irrelevant.

A mere change in the scope of the storage goods to be transported while the agreed transport appointment is carried out is not deemed a cancellation or rescheduling. Depending on the case, such changes in scope are governed by Sections 2.5.1, 2.5.4, 4.10 and 4.10a.

2.6 SaveSpace has the right to refuse further performance of an order already accepted by it, in whole or in part, if before, during or after pick-up and, if applicable, storage of the storage goods it becomes apparent that essential information provided by the customer about the type and scope of the storage goods is incorrect or that the storage goods do not meet the requirements set out in these Terms and Conditions regarding the properties of storage goods or their packaging. SaveSpace's claim to the transport fee remains unaffected, unless SaveSpace knew before or upon acceptance of the order, or did not know due to gross negligence, that the storage goods do not meet the requirements set out in these Terms and Conditions regarding the properties of storage goods or their packaging.

2.7 Upon acceptance and delivery of storage goods from or to the customer and upon any other change in the inventory of storage goods, SaveSpace always sends an e-mail stating the additions and/or removals, the remaining balance of the inventory and the ID number of each item of the storage goods. An item is a container or, in the case of storage goods not in containers, a physical object, and in the case of sets of objects belonging together by their purpose (such as a bicycle with the associated air pump), the set. The most recent e-mail from SaveSpace to the customer constitutes the current and authoritative inventory list. The inventory list is deemed to have been received by the customer and confirmed by them as correct if it was sent to their e-mail address and they subsequently hand over the storage goods to SaveSpace for transport. At SaveSpace's request, the customer is obliged to confirm receipt and correctness of an inventory list sent or otherwise handed over to them by SaveSpace by e-mail or by signing a printout.

2.8 In the case of storage goods that are handed over neither in SaveSpace containers nor in the customer's own containers, the customer must enter the dimensions of each of the relevant items in the fields provided for this purpose on the SaveSpace website.

2.9 If, despite ordering in good time, SaveSpace does not receive storage space or means of transport from its service provider in good time and SaveSpace is not responsible for this, SaveSpace is entitled to postpone the affected pick-up or delivery appointment to the next possible date, generally within three business days. SaveSpace informs the customer of this

without undue delay and notifies them of the new date. Payments already made are credited towards the postponed appointment.

If the customer does not agree to the postponed date, they may cancel the affected order free of charge; Section 2.5.2 does not apply in this respect. In this case, payments already made for this order are refunded to the customer upon request and otherwise credited to their customer account as credit. Such credit can only be offset against fees for future services of SaveSpace, cannot be paid out and cannot be transferred to other persons or customer accounts; it does not expire.

2.10 SaveSpace is not obliged to procure storage space and means of transport for a customer or to use procured storage space or means of transport for a customer.

2.11 The minimum order value for transport, storage and packaging material is shown after the customer has entered their postal code on the SaveSpace website. The minimum order value includes value added tax (VAT).

2.12 By submitting each order on the SaveSpace website, the customer declares that they are at least 18 years old, that their information regarding their name or company and their address is correct, that the storage goods are their sole property, that there is no co-ownership of third parties, that third parties have no lien or right of possession, that there is no threat of a claim for surrender by third parties, and that they undertake – subject to the pledge to SaveSpace pursuant to Section 13 – not to sell, pledge or otherwise dispose of the storage goods for the duration of storage and not to assign their claim for surrender of the storage goods to third parties.

2B. Conclusion of contract for partner units

2B.1 If the customer orders a partner unit on the SaveSpace website, SaveSpace provides the intermediation service within the framework of the existing contractual relationship pursuant to Section 1.6, provided that such a contractual relationship already exists between the customer and SaveSpace. If no contractual relationship with SaveSpace exists yet, the acceptance of the order at the same time establishes the contractual relationship pursuant to Section 1.6.

The order of the partner unit at the same time constitutes an offer by the customer to conclude a storage agreement between them and the respective third-party provider. SaveSpace concludes the respective storage agreement for the partner unit with the third-party provider in the customer's name on the basis of the authority to conclude contracts granted.

2B.2 By submitting the order, the customer grants SaveSpace the authority to conclude contracts and to process payments required for the conclusion, administration and payment processing of the storage agreement with the third-party provider. Insofar as the third-party provider offers insurance cover in connection with the partner unit, the authority also covers the selection, agreement and amendment of the insurance option or sum insured chosen by the customer. SaveSpace confirms the acceptance of the intermediation order by e-mail.

2B.3 The storage agreement is concluded exclusively between the customer and the third-party provider. SaveSpace is not the warehouse keeper and does not provide any storage services on partner units. The agreement for the partner unit is generally a rental agreement; it is governed by the contractual terms of the third-party provider and by the mandatory provisions of tenancy

law. SaveSpace does not create an inventory list for partner units and does not inspect or document the storage goods.

2B.4 In connection with a partner unit, the customer may instruct SaveSpace to pick up the storage goods for storage with the third-party provider and to return them later. These storage-related transport services serve the performance of the storage agreement existing between the customer and the third-party provider. In doing so, SaveSpace provides exclusively the transport service; the storage service remains a service of the respective third-party provider.

In addition, the customer may separately order packaging material and other additional services from SaveSpace. Furthermore, insofar as offered for the respective partner unit, the customer may choose insurance cover in accordance with Chapter 14 for the storage goods stored on a partner unit and for related storage-related transport services.

Ordering these services does not establish a storage agreement between SaveSpace and the customer. The transport and additional services provided by SaveSpace are governed by the relevant provisions of these Terms and Conditions and by mandatory statutory provisions.

2B.5 SaveSpace is not obliged to provide partner units or to select particular partners. Partner companies are selected at SaveSpace's own discretion.

3. Inspection of the storage goods

This Chapter 3 applies exclusively to storage goods located in SaveSpace facilities pursuant to Section 1.1 (a). For storage goods on partner units pursuant to Section 1.1b, an inspection via SaveSpace is not possible; in this respect, the provisions of the respective third-party provider apply.

Upon presentation of an official identity document (passport or identity card) and after prior arrangement of an appointment, SaveSpace allows the customer to inspect the storage goods accompanied by a SaveSpace employee. The SaveSpace central warehouses are not permanently staffed and do not have any general opening or access hours for customers. For the organization and performance of an inspection, in particular for the necessary travel and presence of an employee and the provision of the storage goods, SaveSpace may therefore charge the reasonable expense allowance shown in the pricing overview. SaveSpace will offer the customer an inspection appointment within a reasonable period. The customer must raise any complaints regarding the manner in which the storage goods are accommodated or the choice of storage room without undue delay during or after the inspection. If the customer does not exercise the right to complain after the inspection by e-mail or in writing on the first working day following the inspection at the latest, they waive all objections to the manner of accommodation and the choice of storage room, insofar as these were carried out with the care required in business of a prudent warehouse keeper.

4. Performance of services

This Chapter 4 applies exclusively to services pursuant to Section 1.1 (a)–(d) (SaveSpace facilities, transport services, packaging material, additional services), insofar as these services are provided by SaveSpace itself. For storage services on partner units pursuant to Section 1.1b, exclusively the provisions of the respective third-party provider apply. SaveSpace does not provide any storage or order picking services for partner units and does not make any adjustments to storage space, storage quantities or storage fees. ***Transport services pursuant***

to Section 1.1 (b) may be provided both in connection with SaveSpace facilities and in connection with partner units pursuant to Section 1.1b.

4.1 SaveSpace uses suitable personnel, suitable vehicles, suitable storage space and, unless packaging material provided by the customer is concerned, suitable containers and other packaging material to fulfill the order.

4.2 SaveSpace is entitled to commission a third-party company selected by it, in its own name and for its own account, with the provision of the storage-related pick-up and return delivery services and the supply of packaging material, in which case SaveSpace is liable to the customer for the fulfillment of its obligations by the third-party company to the same extent as if it had provided the services itself.

4.3 If the customer has permitted this by checking the corresponding box on the SaveSpace website and SaveSpace has confirmed this to them in the confirmation e-mail, SaveSpace may also commission third-party companies in its own name with storage and order picking on SaveSpace facilities. In this case too, SaveSpace is liable to the customer for the fulfillment of its obligations by the third-party companies to the same extent as if it had provided the services itself.

4.4 SaveSpace is entitled to assign its payment claims against the customer to third parties for collection.

4.5 SaveSpace does not issue a warehouse receipt. The inventory list is not a warehouse receipt and in particular does not serve as a security.

4.6 The storage-related pick-up and return delivery is usually carried out as a combined load together with storage goods of other customers.

4.7 SaveSpace usually picks up and delivers storage goods in one transport, but is exceptionally entitled to pick up and/or deliver storage goods in several transports if pick-up or delivery in one transport is not possible without disproportionate additional effort for reasons of time or space.

4.8 Additional transports of storage goods from and to the pick-up or delivery address are only charged separately if

a. SaveSpace declared this upon acceptance of the order because the quantity of the storage goods exceeds the capacity of a transport vehicle actually used by SaveSpace, also taking into account any existing combined load, if applicable, and/or
b. the actual quantity of the storage goods exceeds the quantity specified by the customer.

4.9 SaveSpace has calculated the transport fee on the basis of a maximum time of 30 minutes for pick-up and return. Any additional time required for pick-up and/or return results in a reasonable increase in the transport fee in each case, unless the reason for the additional time lies with SaveSpace. There is no reduction of the transport fee if less than 30 minutes are required, nor any offsetting of the time required for pick-up and return.

4.10 If the actual quantity of the storage goods exceeds or falls short of the quantity specified by the customer, SaveSpace will furthermore adjust the storage fee by correcting, in the case of item-based storage, the number of items on which the calculation of the storage fee is based and, in the case of space-based storage, the number of square meters of storage space on which the calculation of the storage fee is based. SaveSpace will notify the customer of the corrected

figures by e-mail without undue delay after determining them, but no later than two working days after the start of storage. SaveSpace may, but is not obliged to, request confirmation from the customer that they accept the corrected figures. If SaveSpace requests confirmation, the customer is obliged to give it by e-mail within two weeks of receipt of the request or to object to the new figures within this period. SaveSpace will then make the correctness of the figures verifiable for the customer by uploading photos to the SaveSpace website and, on request, give the customer the opportunity to visit the warehouse and check the number of items or square meters themselves.

4.10a For space-based storage, the transport fee displayed when the order is placed is calculated on the basis of the approximate storage space required as specified by the customer pursuant to Section 1.4 (a)(iv) and the other price parameters relevant to the order, in particular the agreed storage period.

If the storage space actually required, as determined after pick-up pursuant to Section 4.10, deviates from the storage space specified by the customer, SaveSpace is entitled to **recalculate the transport fee on the basis of the storage space actually required**. In doing so, the price calculation applicable when the order was placed is applied, including any discounts dependent on storage space, storage period or other circumstances taken into account when the order was placed. **The recalculation may result in a higher or a lower transport fee.**

SaveSpace may refrain from an adjustment, in particular in the case of minor differences. If SaveSpace makes an adjustment, any difference resulting from the recalculation is charged subsequently or credited. SaveSpace notifies the customer of the adjustment and the storage space on which it is based in text form.

4.11 The calculation of the transport fees additionally incurred pursuant to Sections 4.8 and 4.9 and of the transport fees adjusted pursuant to Section 4.10a is based on the price calculation applied on the SaveSpace website at the time the respective order was placed and on the price parameters relevant to it.

5. Obligations of the customer

5.1 For the duration of the business relationship and for as long as storage goods are in the safekeeping of SaveSpace or on a partner unit on the basis of the contractual relationship, the customer is obliged to keep on file a current e-mail address, telephone number and postal address at which they can be reached. The customer must notify SaveSpace of any changes to these contact details and of any change of name or company without undue delay via the SaveSpace website or in text form.

SaveSpace is entitled to send notices and legally relevant declarations, in particular invoices, reminders, notices of termination, requests to take back the storage goods and announcements of a realization or disposal, to the e-mail address and/or postal address last notified by the customer.

If a notice or declaration cannot be delivered due to a breach of the customer's obligation to keep their contact details up to date for which the customer is responsible, the customer must reimburse SaveSpace for the necessary and reasonable costs thereby incurred for further delivery attempts and for necessary enquiries into their current contact details.

5.2 The customer must comply with the service exclusions pursuant to Section 7 and, when using a partner unit, additionally with the prohibitions, dangerous goods requirements and usage requirements of the respective third-party provider.

5A. Additional obligations for services pursuant to Section 1.1 (a)–(d) (SaveSpace facilities, transports, packaging material)

The customer must pack the storage goods, in particular if they are sensitive items such as porcelain or electrical appliances, so securely that damage as a result of typical transport stresses, such as sudden braking of the transport vehicle, usual vibrations during loading and unloading and similar, not always avoidable processes, does not occur. SaveSpace and the driver commissioned by it are entitled, but not obliged, to check whether the customer's packaging complies with the foregoing and may for this purpose also ask the customer to open containers or other packaging before they are taken.

5B. Use of partner units

Access to and use of the partner unit and the customer's obligations towards the third-party provider are governed by the third-party provider's contractual terms. The customer must treat access data, codes or keys provided by SaveSpace confidentially and protect them from access by third parties. The customer brings the storage goods into the partner unit and removes them themselves, unless they have booked a transport service from SaveSpace. The customer is responsible for the packaging and secure safekeeping of the storage goods in the partner unit.

6. Return of the storage goods to the customer

This Chapter 6 applies exclusively to storage goods that have been stored in SaveSpace facilities pursuant to Section 1.1 (a) and are returned by SaveSpace. For storage goods on partner units pursuant to Section 1.1b, there is no return by SaveSpace; the customer removes the storage goods directly at the third-party provider.

6.1 SaveSpace is only obliged to return the storage goods to the address at which it picked them up or to another agreed address. SaveSpace does not verify the identity of persons present in the home or business to which it transports the storage goods in accordance with the order. The customer is obliged to ensure that only they themselves or a person authorized by them to accept the delivery receive the storage goods.

6.2 If the order for storage or the order for return transport on the SaveSpace website states online, in text form or in writing that delivery is to be or may be made to a specific neighboring address or a specific business in the neighborhood at a separate address, SaveSpace delivers the storage goods to the address so designated. In this case too, SaveSpace does not verify the identity of persons present in the designated neighboring home or the business in the neighborhood.

6.3 SaveSpace hands over the storage goods only against an acknowledgment of receipt in writing or in text form (usually by signature on the driver's mobile phone) by the customer or other persons present in their home or business or at the other address in the neighborhood specified by them.

6.4 If the return delivery fails because the door is not opened at the agreed address, acceptance or the acknowledgment of receipt is refused, or an incorrect address has been provided, SaveSpace takes the storage goods back and continues storing them in accordance with Section

2.5.1. The transport fee for the failed delivery attempt remains owed. A new order is required for a new return delivery attempt.

6.5 If the driver is late with the delivery or SaveSpace is in default with the return of the storage goods for other reasons, SaveSpace is not liable for indirect damage of the customer, i.e. for disadvantages arising for them from the fact that items of the storage goods were not available to them. In such cases, SaveSpace will make up for the delivery as soon as possible and at its own expense.

6.6 Upon return of parts of the storage goods, SaveSpace will make the corresponding deductions in the inventory list and hand over or send the inventory list so adjusted to the customer in writing or in text form at the latest upon handover of the relevant parts of the storage goods.

6.7 If SaveSpace has incurred expenses in order to preserve the storage goods in the interest of the customer, it is entitled, in addition to the agreed fees, to reimbursement of the expenses incurred for the storage goods, insofar as it was entitled to consider them necessary under the circumstances.

6.8 SaveSpace is entitled to hand over the storage goods with debt-discharging effect vis-à-vis the customer at any place and at any time if their surrender is demanded from it and the demand is an official or judicial order, or if the person demanding surrender is, upon reasonable assessment by SaveSpace, entitled to make this demand, in particular if they credibly demonstrate a written power of attorney from the customer or other facts proving their rights upon reasonable assessment, unless SaveSpace knows, or does not know due to negligence, that the person concerned is not authorized to receive the storage goods.

7. Exclusions from services

The following provisions on excluded items (Section 7.1), on the clarification of doubtful cases (Section 7.3) and on the consequences of storing excluded items (Section 7.5) apply both to SaveSpace facilities and to partner units pursuant to Section 1.1b. In contrast, the provisions on weight limits, inspection and opening rights and pick-up and delivery addresses that are difficult to reach (Sections 7.2, 7.4 and 7.6) relate exclusively to services provided by SaveSpace itself, in particular to transport and storage services in SaveSpace facilities.

7.1 SaveSpace does not accept the following storage goods or storage goods with the following properties:

a. cash, checks and bills of exchange in any currency,
b. external design, transport or storage violate statutory or official prohibitions or are subject to special official requirements,
c. nature or other properties may injure or damage persons or property,
d. transport and/or storage is subject to national dangerous goods regulations, e.g. radioactive substances,
e. inadequate packaging, in particular in the case of liquids,
f. food, beverages, pet food and animal feed, regardless of whether they are opened, unopened, preserved or otherwise packaged; furthermore, other substances or items which, due to their nature, are likely to attract pests or impair the hygienic conditions of

the storage space, as well as spoiled, mold-infested, soiled, damp, smelly, leaking or otherwise hygienically questionable items,

g. live or dead animals, with the exception of properly prepared hunting trophies, but not poached or otherwise unlawfully killed or imported animals or parts thereof, live plants, human remains,

h. high value or value that is difficult to estimate, such as in particular works of art, antiques, unique items, stamps, coins and medals, certificates, checks and other securities, admission tickets, travel tickets and other entitlement vouchers, means of payment (money, check cards, credit cards), all types of shares, precious metals in bar form, jewelry, watches, mobile phones, silver, gold and other precious metals, precious stones as well as furs and handmade carpets,

i. delivery, storage and/or return delivery requires special expenses, in particular security measures,

j. goods not cleared through customs, in particular tobacco products and spirits not cleared through customs, goods whose import violates import bans,

k. drugs, weapons, ammunition and explosives,

l. stolen and fenced items and animals.

7.2 In the case of item-based storage, a single container and a single piece of storage goods may not exceed a weight of 25 kg. If this weight is exceeded, the customer is obliged to partially unpack the contents of the container before it is accepted for SaveSpace transport. In the case of space-based storage, the weight of individual containers and/or pieces of storage goods is unlimited, unless otherwise agreed between SaveSpace and the customer. If, in the case of space-based storage, individual items that are not dismantled weigh more than 30 kg, the customer must point this out when placing the order.

7.3 In cases of doubt, the customer is obliged to contact SaveSpace and to clarify whether an item falls under one of the properties mentioned above. The decision whether storage goods are not accepted because they do not or do not sufficiently meet the criteria of Section 7.1 above or because they pose a risk to the safety of the warehouse and its hygienic conditions for other reasons lies within SaveSpace’s dutiful discretion.

7.4 If, after acceptance of the order, the circumstances suggest that one of the exclusions mentioned in Section 7.1 applies, SaveSpace or a commissioned third party is entitled, after prior notice and, in case of imminent danger, also without such notice, to inspect the customer’s storage goods and, in doing so, also to open containers and other receptacles in which they are located.

SaveSpace is furthermore entitled, at its dutiful discretion, to take, or have third parties take, the necessary and suitable measures to avert or eliminate an existing or imminent danger to persons, other storage goods, the storage space or its hygienic conditions. These include in particular separation, quarantine, relocation, cleaning, disinfection, pest control and, where necessary, the removal or disposal of the affected storage goods.

If it is confirmed that the storage goods were stored contrary to Section 7.1 and the customer is responsible for the breach, the cost and compensation consequences are governed by Section 7.5.

7.5 If the customer culpably violates the prohibitions pursuant to Section 7.1, they must compensate SaveSpace for the necessary and reasonable expenses and damage caused thereby. This also applies to storage on a partner unit insofar as SaveSpace incurs its own expenses or

damage as a result. Furthermore, the customer indemnifies SaveSpace against justified claims of third parties, in particular of the operator of a partner unit, insofar as these are based on a breach of Section 7.1 for which the customer is responsible.

These include in particular the costs of necessary inspection and examination, pest control, additional control and monitoring measures, cleaning, disinfection, disposal, quarantine and relocation of storage goods, as well as other necessary third-party services.

If, due to a culpable breach of Section 7.1, special pest control measures become necessary beyond the control and monitoring measures carried out regularly in any case, SaveSpace may demand lump-sum damages of CHF 500 for this. The customer is expressly permitted to prove that SaveSpace has suffered no damage or significantly less damage.

SaveSpace reserves the right to prove higher actual damage. Lump-sum damages paid are credited against any further claim for damages arising from the same damaging event.

7.6 SaveSpace does not accept pick-up or delivery addresses that can only be reached with disproportionate difficulty.

8. Term, minimum storage period and request for return

This Chapter 8 applies exclusively to storage goods that have been stored in SaveSpace facilities pursuant to Section 1.1 (a). For storage goods on partner units pursuant to Section 1.1b, there is no surrender by SaveSpace; the customer removes the storage goods directly at the respective third-party provider.

8.1 If the customer selects a minimum storage period when placing the order, the storage agreement is initially concluded for the minimum storage period chosen by the customer. The chosen minimum storage period is displayed to the customer before they submit their contractual declaration and stated in the booking confirmation.

The minimum storage period begins on the first day for which a storage fee is charged.

After expiry of the agreed minimum storage period, the storage agreement continues for an indefinite period. From that point on, the customer may end the storage agreement at any time in accordance with Section 8.4.1.

Irrespective of the contract term, the storage fee is billed in billing periods of four weeks each.

8.2 Irrespective of any agreed minimum storage period, the customer may at any time request the return of the storage goods in whole or in part. In the case of storage goods packed in containers or other receptacles, only entire containers or receptacles can be returned.

The customer requests the return delivery of the storage goods within the framework of the existing storage agreement via the time selection provided for this purpose on the SaveSpace website. SaveSpace delivers the storage goods on the date selected by the customer from the available dates on the SaveSpace website, unless SaveSpace and the customer exceptionally agree on another date in text form.

If the driver exceptionally arrives before or after the agreed time slot, SaveSpace informs the customer of this as soon as the deviation becomes apparent.

8.3 If no time slots suitable for the customer are available on the SaveSpace website, the customer may contact SaveSpace by telephone or e-mail. Delivery is made only in vehicles owned or leased by SaveSpace or by third parties commissioned by it, not in customer vehicles, taxis or other means of transport, and only to the address at which the storage goods were picked up or to another agreed address. During the term of the storage agreement, return generally takes place by return delivery pursuant to Section 8.2; collection of the storage goods by the customer or their agents at the warehouse is not possible during this time. After termination of the storage agreement, however, SaveSpace may, under the conditions of Section 10.6, demand that the storage goods be collected at a warehouse location designated by SaveSpace.

8.4.1 The customer ends the storage agreement by booking the complete return delivery of their storage goods via the function provided for this purpose on the SaveSpace website. By making this booking, the customer at the same time declares the termination of the storage agreement; no separate notice of termination is required. The storage agreement ends upon expiry of the billing period in which the complete return delivery actually takes place. If the customer cancels the booked complete return delivery, the storage agreement continues.

If the complete return delivery takes place during an agreed minimum storage period, the storage agreement ends upon expiry of the minimum storage period; Sections 8.5 and 8.6 remain unaffected.

Termination of the storage agreement by the customer without complete return delivery of the storage goods is excluded. The right to extraordinary termination for good cause pursuant to Section 8.9 remains unaffected.

8.4.2 If the storage agreement ends for a reason other than complete return delivery pursuant to Section 8.4.1 and storage goods are still with SaveSpace at the end of the contract, SaveSpace continues to keep them in safekeeping until their actual return.

For the duration of this further safekeeping, the customer owes a storage charge in the amount of the regular SaveSpace price applicable upon termination of the storage agreement for a comparable storage service with a corresponding storage volume without a minimum storage period. SaveSpace notifies the customer of this price in text form at the latest together with the declaration of termination of the contract or the request to take back the storage goods. The storage charge demanded may not unreasonably exceed the storage charge customary for a comparable storage service at the storage location.

The storage charge is calculated pro rata temporis up to and including the day of the actual return.

8.4.3 If the customer has booked a return delivery appointment via the function provided for this purpose on the SaveSpace website no later than 14 calendar days before termination of the storage agreement, and the earliest return delivery appointment available at the time of booking is after the end of the storage agreement, no storage charge pursuant to Section 8.4.2 is incurred for the period between termination of the storage agreement and this return delivery appointment.

This does not apply if the customer subsequently cancels or reschedules the booked return delivery appointment or if the return delivery cannot be carried out for a reason for which the customer is responsible.

8.4.4 Insofar as the return does not take place because SaveSpace justifiably exercises a right of retention or pledge over the storage goods due to outstanding claims, SaveSpace continues to keep the storage goods in safekeeping until their surrender or realization. Section 8.4.2 applies accordingly to the storage charge owed during this time. Further statutory claims of SaveSpace to reimbursement of necessary expenses, in particular for the preservation, relocation and realization of the storage goods, remain unaffected. The rights pursuant to Section 13 remain unaffected.

8.5 If the storage space actually required or the actual storage volume is adjusted pursuant to Section 4.10 after the initial storage, the storage fee determined on this basis is decisive for the remainder of the minimum storage period.

If, during the minimum storage period, the customer requests only the partial return of their storage goods, the storage fee owed during the remaining minimum storage period is not thereby reduced below the storage fee applicable up to that point for the relevant storage inventory.

If the storage volume actually required increases due to the storage of further storage goods, the storage fee is adjusted accordingly in accordance with these Terms and Conditions.

8.6 The customer may request the return of the storage goods in whole or in part at any time, even during the agreed minimum storage period. The minimum storage period and the storage fees agreed for it remain unaffected by this: if the customer requests the complete return of their storage goods before expiry of the minimum storage period, the storage fees still outstanding until the expiry of the minimum storage period remain owed. These fees are the consideration for the storage capacity reserved for the entire minimum storage period and for the price benefits granted with regard to the minimum storage period.

SaveSpace is entitled to invoice the storage fees still outstanding until the expiry of the minimum storage period upon completion of the full return delivery.

At the same time, SaveSpace credits the customer's SaveSpace customer account with an amount equal to the storage fees attributable to the period from the actual complete return until the expiry of the minimum storage period as storage credit. The storage credit

a. does not expire,
b. can only be offset against fees for future storage services of SaveSpace,
c. cannot be paid out, and
d. cannot be transferred to other persons or customer accounts.

8.7 During an existing storage agreement, the customer may voluntarily agree on a new minimum storage period, provided that SaveSpace makes them a corresponding offer.

The agreement is made exclusively on the basis of an express declaration by the customer. In particular, a new minimum storage period does not arise automatically through the passage of time or on the basis of an already existing minimum storage period.

The duration, start, any advance payment to be made for this purpose and the benefits granted by SaveSpace are displayed to the customer before the agreement is concluded.

If a new minimum storage period is agreed, it begins upon conclusion of the agreement. A longer minimum storage period existing at that time is not shortened as a result.

After expiry of the respective applicable minimum storage period, the provisions of Section 8.1 on the continuation of the contract for an indefinite period apply.

8.8 SaveSpace may offer the customer the option of paying storage fees for a newly agreed minimum storage period in advance, in whole or in part.

The amount paid in advance is treated as an advance payment on the storage fees falling due during the agreed minimum storage period and is automatically offset against them when they fall due.

SaveSpace may additionally grant bonus credit for such an advance payment. The amount, conditions and redemption terms of the bonus credit are displayed to the customer before the agreement is concluded.

Unless otherwise stated for the respective offer, bonus credit can only be used for future storage services of SaveSpace, cannot be paid out and cannot be transferred to other persons or customer accounts.

The customer's statutory claims to repayment of unused advance payments made by them remain unaffected.

8.9 The above provisions do not affect the right of either party to extraordinary termination for good cause or any other mandatory statutory rights.

9. Fees

This Chapter 9 applies exclusively to services pursuant to Section 1.1 (a)–(d) (SaveSpace facilities, transport services, packaging material and additional services). Chapter 9B applies to intermediation services pursuant to Section 1.1b (partner units).

9.1 The customer pays SaveSpace the fees agreed for the respective order, in particular

a. for item-based storage, the storage fee per container or other item and billing period,
b. for space-based storage, the storage fee per square meter of storage space and billing period,
c. the agreed transport fee,
d. the fee for packaging material according to consumption, and
e. the order picking fee as agreed between SaveSpace and the customer.

A billing period for the storage fee comprises four weeks, i.e. 28 calendar days. Insofar as a calculation to the day is required under these Terms and Conditions, the storage fee attributable to one calendar day is 1/28 of the storage fee agreed for four weeks.

The separate statement of the fee for the storage-related pick-up or return delivery does not affect their nature as an ancillary service of the storage agreement.

9.2 The fees applicable to the respective order are displayed to the customer before they submit their contractual declaration and stated in the booking or order confirmation. Insofar as a general pricing overview is provided on the SaveSpace website, the fees individually displayed to the customer in the booking process apply to the specific order.

SaveSpace may reduce the regular transport fee depending in particular on the scope of storage and the agreed minimum storage period. In this case, the regular transport price before

discount, the discount granted and the transport fee actually payable are displayed to the customer before they submit their contractual declaration.

If a minimum storage period is agreed, the relevant minimum storage period and the storage fee payable during this minimum storage period with an unchanged storage volume are additionally displayed to the customer before they submit their contractual declaration.

Adjustments due to a deviating storage volume determined after the initial storage are governed by Sections 4.10 and 4.10a.

9.3 Changes to the storage volume relevant for the calculation are governed by Section 4.10; during a minimum storage period, Section 8.5 additionally applies. For additionally stored items and for transport or other services additionally ordered for them, the fees displayed to the customer before placing the respective additional order apply.

9.4 During a current minimum storage period, SaveSpace does not increase the storage fee agreed for the storage inventory covered by it. Adjustments due to a change in the storage volume pursuant to Section 4.10 and additionally ordered services remain unaffected.

After expiry of an agreed minimum storage period, SaveSpace is entitled to adjust the storage fee at its dutiful discretion if and to the extent that the costs relevant to the provision of the storage service increase or additional costs necessary for this purpose arise.

The relevant costs include in particular costs for storage space and its operation, energy, personnel, insurance, external services and service providers, technical systems and public charges, as well as expenses for maintenance, replacement, modernization and investments in storage locations, technical installations, security and fire protection equipment, IT and access systems and other infrastructure necessary for the operation, security or provision of the storage service.

Investment expenses are only taken into account to the extent that they are economically attributable to the ongoing storage service; in the case of investments with a useful life of several years, the expenses are reasonably distributed over the expected useful life.

When making the adjustment, SaveSpace takes cost increases and cost reductions into account according to the same standards and offsets opposing cost developments against each other. An increase in the storage fee may not exceed the increase in the total costs relevant to the storage service that has occurred since conclusion of the contract or since the last adjustment.

SaveSpace notifies the customer of an increase in the storage fee in text form at least six weeks before it takes effect. The notification states the previous and the new storage fee, the date on which the increase takes effect and the reasons relevant to the adjustment.

In the event of an increase, the customer is entitled to end the storage agreement in accordance with Section 8.4.1. If the customer books the complete return delivery before the increase takes effect, the previous storage fee applies until the end of the storage agreement. SaveSpace informs the customer of this right in the notification.

SaveSpace's right to ordinary termination of the storage agreement pursuant to Section 10.7 remains unaffected.

9.5 The storage fee is invoiced in advance for billing periods of four weeks each. The first billing period begins on the first day for which a storage fee is owed under the contract.

The transport fee and fees for packaging material and other additional services become due upon the invoice issued for them, unless a later due date is communicated to the customer.

If the customer stores further storage goods during an existing storage, SaveSpace may align their billing with the existing billing cycle. Any resulting first partial billing period is calculated on a daily basis.

Invoices are due upon receipt, unless a later due date is stated in the invoice.

In the event of a complete return before expiry of a minimum storage period, billing is governed by Section 8.6.

9.6 Payment of the fees due is made via a payment method accepted by SaveSpace and stored by the customer, e.g. LSV or a charge to a credit or debit card.

By storing the payment method, the customer grants SaveSpace the authorization required to collect the amounts due under the contract.

For the duration of the contract and for as long as payment claims may still arise from the contractual relationship, the customer is obliged to keep at least one valid payment method accepted by SaveSpace on file and to ensure that fees due can be collected through it.

If the stored payment method becomes invalid or is blocked or if a payment due cannot be executed through it, the customer must store another valid payment method without undue delay.

9.7 If all or part of the storage goods is returned outside a current minimum storage period, the storage fee is only reduced from the beginning of the next billing period; the storage fee for the current billing period remains payable in full. However, as a gesture of goodwill, SaveSpace credits the portion of the storage fee already paid that relates to the period after the actual return, on a pro rata daily basis, as **storage credit to the customer's SaveSpace account**.

The storage credit is calculated for the period from the day following the actual return until the end of the billing period already paid for.

The storage credit can only be offset against fees for future storage services of SaveSpace, cannot be paid out and cannot be transferred to other persons or customer accounts. It does not expire.

During an agreed minimum storage period, Sections 8.5 and 8.6 take precedence. In the event of a complete early return, billing, including the granting of storage credit, is governed exclusively by Section 8.6.

Sections 8.4.2 to 8.4.4 apply to the further safekeeping of storage goods after termination of the storage agreement. Insofar as a storage charge is owed thereunder, it is calculated on a daily basis.

9.8 Section 8.8 applies to advance payments and bonus credit. Unless otherwise agreed for the respective offer, advance payments made by the customer are offset first and bonus credit thereafter against storage fees due; in the event of a complete early return during a minimum storage period, Section 8.6 additionally applies.

9.9 When making a payment, the customer may determine to which outstanding claim the payment is to be credited. Such a determination may be made in particular by stating the relevant invoice number or by using a payment channel assigned to a specific invoice.

In the absence of an express determination by the customer or one recognizable from the circumstances, incoming payments are credited first to the most recent claim due and then to the other claims due in reverse chronological order.

If a payment exceeds the outstanding claims to be settled in accordance with the above, the excess amount is credited to the customer account as credit and offset against the next claim due, unless otherwise provided by the type of credit or a separate agreement.

9B. Fees for the use of partner units

9B.1 When using a partner unit, the customer owes SaveSpace the agreed intermediation or service fee and, where applicable, the fee for insurance cover chosen via SaveSpace. The customer owes the storage fee (rent) and any fee for insurance cover chosen via the third-party provider to the third-party provider; SaveSpace collects these amounts on the basis of the authority to process payments and forwards them to the third-party provider.

9B.2 SaveSpace may adjust its own intermediation or service fee if and to the extent that the costs relevant to it change, and informs the customer at least 14 calendar days before the adjustment takes effect. Periods already invoiced remain unaffected. Price adjustments by the third-party provider are governed by the agreement with the third-party provider; SaveSpace collects adjusted amounts only after corresponding notification to the customer.

9B.3 Billing is carried out by means of a consolidated invoice from SaveSpace, in which SaveSpace's intermediation/service fee and the amounts of the third-party provider are shown separately. Payment is made exclusively to SaveSpace. Sections 9.6 and 9.9 apply accordingly.

9B.4 In the event of default in payment of amounts owed to the third-party provider, the consequences, in particular a termination of the agreement for the partner unit, are governed by the agreement with the third-party provider; Chapter 10B remains reserved. SaveSpace's rights in respect of its own outstanding claims remain unaffected.

9B.4a The mere complete or partial removal of the storage goods from a partner unit does not lead to a daily reduction or refund of the storage fee owed for the current billing period. Whether and at what point in time the storage fee is reduced or a refund claim exists is governed by the agreement with the third-party provider and by mandatory statutory provisions.

9B.5 If SaveSpace makes payments to the third-party provider on the basis of a payment guarantee or comparable arrangement agreed with the third-party provider, the corresponding claim of the third-party provider against the customer may pass to SaveSpace or be assigned to SaveSpace in accordance with the agreement between SaveSpace and the third-party provider. Insofar as the claim has effectively passed to or been assigned to SaveSpace, the customer must pay SaveSpace after being notified accordingly. Insofar as a payment by SaveSpace discharges the third-party provider's claim against the customer in whole or in part, the customer is obliged to reimburse SaveSpace for the corresponding amount. Claims that have passed or been assigned and reimbursement claims are due immediately; Sections 10.1 to 10.3 apply accordingly. SaveSpace has no obligation towards the customer to make payments to the third-party provider.

10. Default in payment, breaches of duty, termination of contract and taking back of storage goods

10.1 If the customer is in default with a payment due, they owe default interest of 5% per annum on the outstanding amount.

Further claims of SaveSpace due to the default in payment remain unaffected.

10.2 If an LSV debit or other payment initiated by the customer is not executed, the customer must reimburse SaveSpace for the reasonable third-party costs actually incurred as a result and for which the customer is responsible, in particular return debit fees.

For each reminder that SaveSpace sends after the customer has fallen into default, the customer owes a reminder fee of CHF 30. The customer is entitled to prove that SaveSpace has incurred no expenses or significantly lower expenses.

10.3 If the customer is in default with payments due, SaveSpace may request them to pay in full, setting a reasonable deadline, generally of 14 calendar days.

Until claims due have been settled, SaveSpace may refuse further additional services not yet performed or new orders of the customer, insofar as no mandatory statutory provisions preclude this.

SaveSpace is furthermore entitled to assert its rights of retention and pledges pursuant to Section 13 with regard to the storage goods in its possession.

If a reasonable deadline set for payment expires without result and SaveSpace cannot reasonably be expected to continue the contract, taking into account the circumstances of the individual case and the interests of both parties, SaveSpace may terminate the storage agreement for good cause. Setting a deadline or issuing a warning is not required insofar as this is dispensable under the statutory provisions.

Further claims for damages by SaveSpace remain unaffected.

10.4 The provisions of Section 10.3 apply accordingly if the customer culpably breaches another material contractual obligation.

This applies in particular if, despite being requested to do so, the customer does not correct incorrect material information, stores inadmissible storage goods or otherwise breaches obligations the violation of which makes the continuation of the storage agreement unreasonable for SaveSpace.

For inadmissible, dangerous or hygienically questionable storage goods, the special provisions of Sections 7.4 and 7.5 additionally apply.

10.5 If, contrary to Section 9.6, the customer has not stored a valid payment method, SaveSpace may request them in text form to store a valid payment method within 14 calendar days.

If the customer does not comply with this request in time and SaveSpace cannot reasonably be expected to continue the contract, taking into account the circumstances of the individual case and the interests of both parties, SaveSpace may terminate the storage agreement for good cause.

SaveSpace's rights in respect of simultaneously existing outstanding claims remain unaffected.

10.6 If the storage agreement has ended and storage goods are still with SaveSpace, SaveSpace may demand that the customer take back the storage goods and request them to collect the storage goods at a warehouse location designated by SaveSpace within a reasonable period of generally 14 calendar days. This does not apply as long as a return delivery appointment pursuant to Section 8.4.3 has been bindingly booked for the storage goods and the customer has neither cancelled nor rescheduled this appointment nor prevented it from being carried out for a reason for which the customer is responsible.

SaveSpace may already point out to the customer in the request that, after the deadline has expired without result, the conditions for the realization of the pledge pursuant to Section 13 may be met and SaveSpace may be entitled to realize the storage goods in accordance with Section 13 or, insofar as an economically reasonable realization is not possible, to dispose of them.

Collection takes place exclusively by prior appointment. The expense allowance shown in the pricing overview is charged for the organization and performance of the collection appointment, in particular for providing the storage goods, the necessary travel and attendance of personnel and the handover of the storage goods.

The expense allowance must be paid before the collection appointment takes place. A collection appointment is only bindingly confirmed after receipt of payment. The customer reserves the right to prove that SaveSpace incurs no expenses or significantly lower expenses.

If the customer does not pay the expense allowance, does not arrange a collection appointment within the set deadline or otherwise fails to cooperate in taking back the storage goods for a reason for which the customer is responsible, their obligation to take back the storage goods remains unaffected. The storage charge pursuant to Section 8.4 is incurred until the actual surrender, realization, disposal or other lawful termination of safekeeping.

If the customer does not enable the taking back of the storage goods within the set deadline, SaveSpace is entitled to initiate the measures provided for in Section 13 for the realization or disposal of the storage goods.

For spoiled, dangerous or other storage goods requiring immediate or special measures, Sections 7.4 and 7.5 additionally apply.

Additional mandatory statutory requirements for a specific realization remain unaffected.

10.7 During an agreed minimum storage period, ordinary termination of the storage agreement by SaveSpace is excluded.

However, SaveSpace may already declare ordinary termination during the minimum storage period, provided that the termination date is not before the expiry of the agreed minimum storage period.

After expiry of the minimum storage period, SaveSpace may terminate the storage agreement continued for an indefinite period with one month’s notice.

The right of both parties to extraordinary termination for good cause remains unaffected.

The provisions of Section 8.4 apply to the return of the storage goods after termination of the storage agreement and to any further safekeeping.

10B. Relocation of storage goods from partner units

10B.1 If the customer is in default towards SaveSpace with storage fees due or other material amounts arising from the use of a partner unit, in particular with claims that have passed to or been assigned to SaveSpace or reimbursement claims pursuant to Section 9B.5, and fails to settle them despite a reminder and the setting of a reasonable deadline of generally 14 calendar days, SaveSpace is entitled to arrange with the third-party provider for the termination of the agreement for the partner unit in accordance with the contractual terms and statutory provisions applicable to it.

After effective termination of the agreement for the partner unit, SaveSpace is entitled to take over the customer's storage goods stored there and to move them to its own or another storage space in Switzerland selected by SaveSpace (relocation), provided that the third-party provider grants SaveSpace access for this purpose and surrenders the storage goods.

The customer expressly consents to the relocation upon conclusion of the contract and instructs SaveSpace to carry it out if the above conditions are met. The customer further consents to the third-party provider granting SaveSpace access to the partner unit for this purpose and surrendering the storage goods to SaveSpace. SaveSpace notifies the customer of the relocation in advance in text form, stating the intended date.

Rights of the third-party provider in the storage goods remain unaffected unless the third-party provider has waived them in favor of SaveSpace. Rights of other third parties remain unaffected.

10B.2 The relocation serves in particular to limit the costs of further safekeeping. SaveSpace is entitled to select a more cost-effective storage space for this purpose. The customer bears the necessary and reasonable costs of the takeover and transport. Section 10B.4 applies to the costs of the subsequent safekeeping. The costs of the takeover and transport are calculated according to the necessary time and labor as well as any third-party services and may be considerable, in particular in the case of greater distances or special circumstances.

10B.3 Insofar as required for declarations towards the third-party provider, the customer additionally authorizes SaveSpace to demand the surrender of the storage goods in the customer's name, to receive the storage goods and to make and receive the declarations required for this purpose. SaveSpace's right to relocation pursuant to Section 10B.1 does not depend on the continued existence of this authorization.

10B.4 After the takeover, SaveSpace keeps the storage goods in safekeeping in accordance with the provisions of these Terms and Conditions on SaveSpace facilities; the customer owes a storage charge pursuant to Section 8.4.2 for the safekeeping. The customer may collect the storage goods from SaveSpace after full settlement of all outstanding claims or book a chargeable return transport. In all other respects, Section 10.6 and Chapter 13 apply accordingly; the pledge pursuant to Section 13.2 arises upon SaveSpace's takeover of the storage goods.

11. Liability, upper limits of liability and exclusions of liability

This Chapter 11 applies exclusively to storage agreements concerning SaveSpace facilities pursuant to Section 1.1 (a), including all related pick-up and return delivery services pursuant to Section 1.1 (b) and other services provided by SaveSpace within the framework of the storage agreement. Chapter 11B applies to storage services on partner units and to services provided by SaveSpace in connection with partner units pursuant to Section 1.1b.

11.1 SaveSpace must fulfill its obligations with the customary care of a prudent warehouse keeper. It is liable for damage caused by loss of or damage to the storage goods in the period from takeover by its driver for storage until delivery to the customer, unless the damage could not have been averted by the care of a prudent warehouse keeper.

11.2 SaveSpace is liable without limitation for intent and gross negligence. For slight negligence, SaveSpace is only liable in the event of a breach of its main obligations, in particular the obligation to store and transport the storage goods with due care; in this case, liability is limited to the damage typical for the contract that was foreseeable at the time of conclusion of the contract and to the maximum amounts pursuant to Section 11.5. In all other respects, liability for slight negligence is excluded.

11.3 Liability for culpable injury to life, body or health remains unaffected by the foregoing.

11.4 If containers and/or the storage goods themselves are in a recognizably damaged or defective condition when taken over by SaveSpace's driver, the driver will document this together with the customer in a report. In this case, the driver is furthermore entitled but not obliged to refuse to take over the storage goods. SaveSpace's claim to the transport fee remains unaffected, unless SaveSpace knew before or upon acceptance of the order, or did not know due to gross negligence, that the container(s) and/or the storage goods showed the damage in question.

11.5 Insofar as SaveSpace is liable for slight negligence in the event of loss of or damage to the storage goods within the scope of the storage services and storage-related pick-up and return delivery services covered by this Chapter, liability for item-based storage is limited to the amount stated in the order confirmation, which is calculated on the basis of the maximum guide values of CHF 50 for category S, CHF 100 for category M and CHF 250 for category L. For space-based storage, liability is limited to CHF 500 per storage room billed.

These limitations of liability do not apply in the case of intentional or grossly negligent causation of damage, in the case of culpable injury to life, body or health, or insofar as mandatory statutory liability provisions preclude a limitation.

Insurance cover agreed pursuant to Section 14 is independent of these liability limits. In particular, a higher sum insured does not lead to a corresponding increase in SaveSpace's liability. SaveSpace is entitled to pay any compensation owed in money.

11.6 SaveSpace's liability for damage resulting from inadequate packaging by the customer is excluded. Packaging is inadequate if it does not comply with the packaging requirements of these Terms and Conditions, unless it was apparent to SaveSpace upon acceptance of the storage goods that the packaging was inadequate and no report on the circumstances was nevertheless made. Liability is furthermore excluded for damage to storage goods falling under one of the exclusions of Section 7.1, provided that the property excluded by Section 7.1 was the cause of the damage.

11.7 In the event of loss of or damage to storage goods, SaveSpace is only liable for the value of the storage goods. Liability for indirect damage caused by the damage to or loss of storage goods (such as financial losses due to the loss of documents) is hereby excluded. Furthermore, SaveSpace is only liable for the current value, not for the replacement costs of the storage goods.

11.8 The customer should report obvious losses or damage, if possible, already upon return of the storage goods and non-obvious damage without undue delay after its discovery, so that

SaveSpace can carry out a timely inspection and preservation of evidence. Statutory notification, evidence and exclusion provisions remain unaffected.

11.9 SaveSpace is not liable for damage caused through the fault of the customer or persons entitled to give instructions on the customer's behalf. Furthermore, it is not liable for damage arising as a result of force majeure, war or war-like events or as a consequence of orders by public authorities, in particular seizures.

11.10 SaveSpace is not liable for damage that has occurred

a. due to explosive, flammable, radioactive, self-igniting, toxic or corrosive substances, or due to oils or greases, that are or were in the container or items of the customer's storage goods,
b. as a result of the natural or defective nature of the storage goods, such as detachment of glued joints, cracking or dulling of polish, oxidation, internal spoilage, leaking or spilling, unless these processes were caused by improper storage,
c. due to pest infestation, vermin or other animal infestation, insofar as the damage could not have been averted even by exercising the care of a prudent warehouse keeper. This applies in particular if the infestation was brought in by storage goods and SaveSpace has taken the monitoring, prevention and control measures appropriate to the type and scope of storage.

11.11 Furthermore, SaveSpace is not liable for:

a. loss of or damage to storage goods in containers of any kind, provided that SaveSpace did not pack or unpack them, unless the damage was caused by the handling of the storage goods by SaveSpace or its agents,
b. damage to or loss of items whose storage is excluded pursuant to Section 7.1, insofar as the respective exclusion of liability is legally permissible,
c. functional damage to radio, television or similar sensitive equipment,
d. damage to live plants or live animals.

11B. Liability when using partner units pursuant to Section 1.1b

11B.1 When partner units are used, only the respective third-party provider is the warehouse keeper of the storage goods. SaveSpace assumes no duties of custody with regard to the storage goods and is not liable for loss of, damage to or other impairment of the storage goods occurring during storage on partner units. Exclusively the third-party provider's terms and liability provisions apply to the third-party provider's storage services; the liability provisions of Chapter 11 do not apply to these storage services.

11B.2 In connection with partner units, SaveSpace is liable for damage based on a breach of its obligations under the intermediation and administration relationship, in particular in the event of incorrect transmission of contract data, access data or address data. SaveSpace is not liable for storage, security or operational risks of the partner unit, as the storage service is provided exclusively by the respective third-party provider.

11B.3 Insofar as SaveSpace provides transport services pursuant to Section 1.1 (b) in connection with partner units, the liability provisions of Chapter 11 apply accordingly to these transport services.

12. Applicability of the exclusions of liability

This Chapter 12 applies exclusively to services pursuant to Section 1.1 (a)–(d). For intermediation services pursuant to Section 1.1b, the provisions of Chapter 11B apply accordingly.

12.1 SaveSpace cannot rely on the exclusions of liability pursuant to Section 11.6 and Sections 11.9–11.11 if and to the extent that it caused or contributed to the damage through its own fault.

12.2 Insofar as legally permissible, the limitations and exclusions of liability in these Terms and Conditions apply to all contractual and non-contractual claims for damages, in particular also to claims in tort. Mandatory statutory grounds of liability and mandatory statutory liability limits remain unaffected.

13. Right of retention, pledge and realization

This Chapter 13 applies only to storage goods in the possession of SaveSpace, in particular to storage goods in SaveSpace facilities pursuant to Section 1.1 (a) and to storage goods that have come into SaveSpace's possession pursuant to Chapter 10B.

13.1 SaveSpace has a right of retention over the storage goods in its possession for its claims. SaveSpace is in particular entitled to refuse the surrender or return delivery of the items stored by the customer on account of all payment claims due from the respective contractual relationship until these claims have been settled in full. This also applies if the customer has already requested a full or partial return delivery of the storage goods or has agreed a return delivery appointment.

The customer's obligation to pay the outstanding claims and the storage charge pursuant to Section 8.4 incurred during the justified retention remains unaffected. The customer's statutory rights to avert the retention by providing security remain unaffected.

13.2 To secure the claims specified in Section 13.3, the customer pledges to SaveSpace the storage goods which they hand over to SaveSpace for storage within the framework of the contract (possessory pledge). The pledge arises upon handover of the storage goods to SaveSpace and exists for as long as the storage goods are in SaveSpace's possession.

The pledge covers only storage goods which the customer owns or is entitled to dispose of. Rights of third parties remain unaffected.

13.3 The right of retention and the pledge secure all existing and future payment claims of SaveSpace from the relevant contractual relationship, in particular from storage fees, storage charges, transport fees, claims and reimbursement claims that have passed to or been assigned to SaveSpace pursuant to Section 9B.5, costs pursuant to Section 10B.2 and claims for damages, as well as the necessary costs of the further safekeeping, surrender, realization or disposal of the storage goods to be borne by the customer under these Terms and Conditions or the statutory provisions.

13.4 If the net realization proceeds of the pledged goods that can probably be achieved according to reasonable commercial assessment exceed 110% of the secured claims, the customer may demand the release of pledged goods to a corresponding extent. SaveSpace selects the items to be released at its dutiful discretion, taking into account the legitimate interests of the customer.

13.5 SaveSpace may realize the pledged goods if

a. the storage agreement with SaveSpace or, in the case of storage goods taken over pursuant to Chapter 10B, the agreement for the partner unit has ended,
b. SaveSpace has requested the customer pursuant to Section 10.6, setting a reasonable deadline of generally 14 calendar days, to take back the storage goods and has warned them that, if the deadline expires without result, the storage goods will be realized or, insofar as an economically reasonable realization is not possible, disposed of,
c. the customer has not enabled the taking back of the storage goods within this deadline, and
d. at this point in time, at least one payment claim of SaveSpace from the contractual relationship exists that is due and has not been fully satisfied.

The request and warning pursuant to Section 10.6 is at the same time deemed to be the warning of realization under this Chapter. No renewed request or further deadline is required.

13.6 The customer expressly authorizes SaveSpace to realize the pledged goods itself without conducting debt enforcement proceedings for the realization of a pledge (private realization). Realization may take place in particular by private sale, by auction or by sale or auction via a publicly accessible online platform specializing in the realization of storage goods. SaveSpace remains entitled to initiate debt enforcement proceedings for the realization of a pledge instead. Mandatory provisions of debt enforcement and bankruptcy law remain reserved. In particular, no private realization takes place insofar as the pledged goods have been attached or are subject to a freezing order, bankruptcy proceedings have been opened against the customer or the customer has been granted a composition moratorium; in these cases, realization is governed by the applicable statutory provisions.

When choosing and carrying out the realization, SaveSpace must take into account the legitimate interests of the customer and strive for a realization result that is economically reasonable under the given circumstances. Neither SaveSpace nor persons related to it acquire the pledged goods themselves.

The storage goods may in particular be realized as the entire storage inventory or as a set if, according to reasonable commercial assessment, it is not to be expected that the probable net realization proceeds of the entire storage inventory will exceed the secured claims, or if separate realization of individual items would not be economically reasonable or would only be possible with disproportionate effort.

Insofar as the realization of a delimitable part of the storage goods is likely to suffice for full satisfaction of the secured claims and the realization costs to be borne by the customer, and a partial realization is possible without disproportionate effort, SaveSpace limits the realization to this part.

Identity documents, personal documents and photographs are not realized. Data carriers and devices that may contain personal data are professionally erased before realization or, if this is not possible with reasonable effort, are not realized. SaveSpace keeps such items available for collection by the customer for a reasonable period and then destroys them professionally.

13.7 If an economically reasonable realization of the storage goods or of individual parts thereof is not possible, in particular because no or only obviously negligible realization proceeds are to be expected or the expected costs of realization reach or exceed the expected proceeds,

SaveSpace is entitled to dispose of the relevant storage goods or have them disposed of at the customer's expense in accordance with the warning pursuant to Section 10.6.

For spoiled, dangerous, hygienically questionable or other storage goods requiring immediate or special measures, Sections 7.4 and 7.5 additionally apply.

13.8 The necessary and reasonable costs of realization are first deducted from the proceeds of a realization, insofar as these are to be borne by the customer under these Terms and Conditions or the statutory provisions. These may include in particular directly incurred platform, transport, clearance, auction, payment processing and other necessary third-party costs.

The remaining proceeds are credited against SaveSpace's secured claims. If the proceeds are insufficient to fully satisfy the secured claims, the customer remains obliged to pay the remaining amount.

Any surplus remaining after full settlement of the secured claims and the costs to be borne by the customer is paid out to the customer.

SaveSpace accounts to the customer for the realization, stating the proceeds achieved, the costs deducted and the claims offset against them.

13.9 Upon full settlement of all secured claims, SaveSpace's pledge and right of realization under this Chapter expire. Rights of retention or pledges on account of other claims remain unaffected.

14. Insurance cover

14.1 For storage goods, the customer may, insofar as offered, choose insurance cover with a specific sum insured in the booking process or increase a sum insured already included. The insurance cover may extend to storage and to related storage-related transport services. The available sum insured, any fee charged for it and the source of the insurance cover are displayed to the customer before they submit their contractual declaration and stated in the booking or order confirmation.

For storage goods in SaveSpace facilities, the insurance cover offered is provided via SaveSpace's collective insurance pursuant to Section 14.3.

For storage goods on partner units, the insurance cover may be provided either via the respective third-party provider or via SaveSpace. Insofar as the third-party provider offers insurance cover, SaveSpace agrees the insurance option or sum insured chosen by the customer with the third-party provider in the customer's name within the scope of the authority granted. Insofar as insurance cover via SaveSpace is offered for the respective partner unit, the following provisions of this Chapter apply.

14.2 If the insurance cover on a partner unit is provided via the third-party provider, the content, scope, exclusions and other conditions of this insurance cover are governed by the insurance conditions applicable to the respective third-party provider. In this respect, SaveSpace is not the insurer and does not assume any insurance benefit of its own beyond the proper arrangement or agreement of the insurance option chosen by the customer.

14.3 If the insurance cover is offered via SaveSpace, it exists within the framework of a collective insurance policy which SaveSpace has taken out as policyholder with an insurance company. If the customer chooses insurance cover, the relevant storage goods are included in this collective

insurance; in this respect, the customer is an insured person. The insurer is the insurance company named by SaveSpace in the information on insurance cover on the SaveSpace website. SaveSpace is not the insurer. The fee shown for this is a contribution by the customer to the costs of the collective insurance.

The conditions of the collective insurance are decisive. SaveSpace provides the essential information on this, in particular the insurer, the insured perils, the sum insured and the obligations in the event of a claim, on the SaveSpace website; reference is made to this in the booking process. The following Sections 14.4 to 14.10 reflect the essential content; in the event of discrepancies, the conditions of the collective insurance take precedence. SaveSpace forwards claim notifications to the insurer and pays out to the customer any insurance benefits it receives on the customer's behalf.

14.4 Subject to the following exclusions, insurance cover exists for loss of or damage to the insured storage goods, insofar as the damage was directly caused by one of the following perils:

a. fire, lightning or explosion,
b. burglary or vandalism,
c. robbery or predatory extortion,
d. tap water or sprinkler leakage,
e. storm or hail,
f. collapse of storage buildings or parts thereof,
g. impact of vehicles or vehicle parts,
h. flood, high water, landslide, earthquake, snow load, avalanches, backwater, heavy rain, land subsidence or volcanic eruption,
i. strike or civil commotion, and
j. emergency braking during transports.

14.5 In particular, damage due to simple theft, disappearance, unexplained loss or inventory discrepancies is not covered by the insurance cover, unless the damage was demonstrably caused by a peril insured pursuant to Section 14.4. Likewise not insured is damage caused by pest, vermin or other animal infestation, as well as damage based solely on another peril or cause not mentioned in Section 14.4.

14.6 There is no insurance cover for items whose storage is excluded pursuant to Section 7.1. This applies in particular to items of exceptional value or value that is difficult to estimate, as well as to food, pet food, perishable items or items that attract pests.

14.7 The sum insured chosen by the customer is the maximum limit of the insurance benefit and does not constitute a guaranteed compensation amount. In the event of damage, at most the current value of the lost or damaged storage goods immediately before the damage occurred is reimbursed, but no more than the sum insured chosen for the relevant order.

The current value is the amount that would have had to be spent immediately before the damage occurred to purchase a used item of the same kind and value with regard to type, age, condition and utility value. Compensation based on the new value or on replacement costs exceeding this is excluded.

14.8 If insurance cover exists only for part of the storage goods or if the chosen sum insured is lower than the current value of all insured storage goods, the insurance benefit is in any case limited to the chosen sum insured.

14.9 The customer must report damage to SaveSpace without undue delay after becoming aware of it and cooperate in determining the cause and amount of the damage. In particular, the customer must provide available invoices, purchase receipts, photos, inventory records and other evidence of the existence, age, condition and value of the affected storage goods. SaveSpace is entitled to request further evidence required to examine the damage.

14.10 The insurance cover is independent of SaveSpace's liability under Chapters 11 and 12. The agreement or amount of a sum insured does not extend SaveSpace's liability. Conversely, any statutory or contractual liability of SaveSpace existing independently of the insurance cover is not excluded or limited by the fact that damage is not or not fully covered by the insurance cover.

15. Limitation of set-off, responsibility of the customer

15.1 The customer only has the right to set off if their counterclaim has been legally established or is undisputed. This prohibition of set-off does not apply to a counterclaim due to a defect that is based on the same contractual relationship as SaveSpace's claim. The customer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

15.2 The customer must bear all fees and costs incurred via their customer account, provided that they are responsible for the use of the account or that it is otherwise attributable to them. The customer is obliged to treat their access data confidentially and to protect them from access by third parties.

16. Place of jurisdiction

16.1 If the customer is a business, the exclusive place of jurisdiction is, insofar as legally permissible, SaveSpace's registered office.

16.2 In relation to consumers, the statutory places of jurisdiction apply.

17. Invalidity of individual provisions

If individual parts of the contract are invalid, the remainder of the present contract and these Terms and Conditions remain in force.

18. Customer service

If you have any questions or complaints, SaveSpace can be reached at info@savespace.ch or by telephone at +41 41 562 64 04. SaveSpace will respond to your inquiries promptly.

SaveSpace Schweiz GmbH
Lettenstrasse 9
6343 Rotkreuz

Registered in the commercial register of the Canton of Zug, UID: CHE-346.241.389
VAT number: CHE-346.241.389 MWST

19. Applicable law

All legal relationships between the parties are governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the case of

contracts with consumers whose habitual residence is outside Switzerland, this choice of law only applies insofar as it is permissible under the applicable private international law.

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