

General Terms and Conditions (GTC)

for International Moving and Transportation Services

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1. Scope of Application

These General Terms and Conditions (GTC) apply to all services provided by Reloswiss GmbH (hereinafter referred to as the "Company") relating to domestic and international removals, transportation, relocation services, storage, packing services, assembly and disassembly work, and related services.

These GTC apply to all contracts with private and commercial customers in Switzerland and abroad, unless otherwise agreed in writing or where mandatory statutory provisions apply, including but not limited to applicable transport, storage, consumer protection, private international law, or mandatory international transport conventions.

Where services are combined (e.g., moving services including transportation and storage), the principal service shall determine the applicable provisions.

2. Conclusion of Contract

A contract is concluded by:

- written order confirmation;
- electronic acceptance;
- confirmation by email; or
- actual use of the Company's services.

Any verbal agreements shall only be binding if confirmed in writing.

Quotations issued by the Company are non-binding unless expressly designated as binding. In such cases, a contract shall only come into existence upon written or electronic confirmation by the Company or upon commencement of the services.

These GTC shall become an integral part of the contract upon signature by both the Customer and the Company.

3. Scope of Services

The scope of services shall be determined exclusively by the individual quotation and/or order confirmation. Additional services agreed upon on-site between the parties remain reserved.

The Company particularly provides the following services:

- Domestic removals
- International removals
- European and overseas removals
- Corporate relocations
- Private household moves
- Furniture transportation
- Packing services
- Disassembly and assembly
- Furniture lift services
- Storage services
- Customs clearance
- Disposal services
- Special transportation
- Relocation services

Services not expressly included in the quotation shall be deemed additional services and charged separately based on time and expenses incurred.

Additional services requested on-site or reasonably required for proper performance may be carried out by the Company and charged separately, provided that such services are reasonably recognizable as necessary by the Customer.

4. Prices and Payment Terms

Unless expressly stated otherwise, all prices are quoted in Swiss Francs (CHF) and are exclusive of statutory VAT.

Prices are calculated based on the information provided during the survey or supplied by the Customer. Should the actual circumstances differ from the information provided, the Company shall be entitled to invoice any additional costs according to the agreed or customary rates.

Additional costs may arise in particular due to:

- longer carrying distances;
- lack of elevator access;
- waiting times;
- last-minute scheduling changes;
- customs duties;
- import charges;
- required special packaging;
- additional labor hours;
- difficult access conditions;

- undeclared goods.

Invoices are payable within 10 days net.

The Company may require advance payment or an appropriate deposit.

In case of late payment, default interest and reminder fees may be charged. The Company reserves the right to claim further damages resulting from default.

5. Customer Obligations

The Customer shall, no later than prior to conclusion of the contract:

- provide complete and accurate information;
- disclose any special characteristics of the goods;
- declare valuable or fragile items in writing in advance;
- provide all necessary documentation in due time;
- obtain any required permits and access authorizations;
- prepare an inventory list or verify the inventory prepared by the Company;
- ensure that the goods are suitable for transportation.

The Customer shall not transport any dangerous, prohibited or illegal items.

These include in particular:

- explosives;
- weapons;
- ammunition;
- highly flammable substances;
- narcotics;
- illegal goods;
- perishable goods unless previously agreed.

The Customer shall be liable for all damages or costs arising from incomplete or inaccurate information.

The Company reserves the right to refuse, unload, store, secure or report undeclared, prohibited or dangerous goods to the competent authorities at the Customer's expense.

6. International Transportation and Customs Clearance

For international removals, the Customer shall be solely responsible for the completeness, accuracy and timely provision of all information and documentation required for customs clearance, import, export, transit, immigration and relocation formalities.

The Company shall not be liable for delays, costs, duties, penalties, confiscations or official measures resulting from incomplete, inaccurate or delayed information provided by the Customer or from decisions of governmental authorities.

All customs duties, taxes, import costs and other governmental charges shall be borne by the Customer.

Delivery dates for international transportation shall generally be considered non-binding.

7. Scheduling and Performance

Agreed dates shall be observed whenever reasonably possible. Delivery and performance dates shall be regarded as estimates unless expressly confirmed in writing as binding.

The Company shall not be liable for delays beyond its reasonable control, including but not limited to:

- traffic congestion;
- weather conditions;
- technical failures;
- force majeure;
- strikes;
- governmental orders;
- customs delays;
- war;
- natural disasters;
- pandemics;
- other unforeseeable events.

In the event of culpable delay, the Company's liability shall be limited to the proven, foreseeable and direct damage, up to a maximum of the agreed remuneration for the affected service, unless mandatory law provides otherwise.

8. Liability

Where the Company engages third-party contractors or subcontractors to perform contractual obligations, primary liability for their acts, omissions or breaches shall rest with the respective third party. The Company's liability shall be subsidiary only.

The Company shall only be liable for damage demonstrably caused by intentional misconduct or gross negligence.

To the extent permitted by law, liability shall be limited to the current market value of the damaged goods.

Liability for indirect, consequential or economic losses, including loss of use or loss of profit, is excluded unless mandatory law provides otherwise.

Cash, jewelry, precious metals, securities, documents, works of art, antiques, data carriers, electronic data, plants, animals, perishable goods and particularly valuable or fragile items shall only be accepted for transportation or storage if declared in writing beforehand and expressly accepted in writing by the Company.

If no such declaration is made, the Company shall only be liable to the extent required under mandatory law.

The Company shall only be liable for damage to particularly fragile items (e.g., glass, marble, electronic equipment or musical instruments) where expressly agreed in writing beforehand.

The Company shall not be liable for damage resulting from:

- insufficient packing by the Customer;
- pre-existing damage;
- force majeure;
- normal wear and tear.

Mandatory statutory provisions, including applicable transport, storage, consumer protection, private international law and mandatory international transport conventions, shall remain unaffected.

9. Insurance

Transportation or storage insurance shall only exist where expressly agreed in writing.

Without an express insurance agreement, the Customer shall bear all risks exceeding the Company's contractual or statutory liability.

Customers are expressly advised to obtain separate insurance for valuable goods.

10. Complaints and Damage Claims

Any apparent damage or loss must be recorded in writing immediately upon delivery and reported to the Company.

Hidden damage must be reported in writing within eight (8) calendar days following delivery.

After expiry of this period, the services shall be deemed accepted as properly performed.

11. Withdrawal and Cancellation

Cancellation by the Customer must be made in writing.

The following cancellation charges shall apply:

- up to 14 days before performance: free of charge;
- 13 to 7 days before performance: 30% of the contract price;
- 6 to 3 days before performance: 50% of the contract price;
- less than 72 hours before performance: 80% of the contract price;
- on the day of performance: 100% of the contract price.

Any third-party costs or preparation expenses already incurred shall be charged additionally.

12. Storage

Where storage services are provided, the Customer undertakes not to store dangerous, illegal, living or perishable items.

Particularly valuable or fragile goods must be declared in writing prior to storage.

The Company shall be entitled to retain stored goods until outstanding payments have been settled.

Liability during storage shall be governed by these GTC.

13. Data Protection

The Company processes personal data exclusively in accordance with applicable Swiss data protection legislation and, where applicable, the EU General Data Protection Regulation (GDPR).

Personal data shall only be processed to the extent necessary for contract performance, service provision or compliance with legal obligations.

Personal data shall only be disclosed to partner companies, authorities or service providers where necessary for the performance of the contract.

14. Force Majeure

Where performance is prevented or delayed due to force majeure, the Company shall be released from its performance obligations for the duration of the impediment.

Force majeure includes, in particular:

- natural disasters;
- war;
- terrorist attacks;
- pandemics;
- governmental restrictions;
- border closures;
- strikes;
- power outages;
- cyberattacks;
- other unforeseeable events beyond the Company's reasonable control.

If the impediment continues for more than ninety (90) days, either party may terminate the contract with respect to the unperformed portion.

15. Governing Law and Jurisdiction

These GTC shall be governed exclusively by the laws of Switzerland unless mandatory statutory provisions or mandatory international conventions require otherwise.

The exclusive place of jurisdiction shall be the Company's registered office, unless mandatory statutory provisions provide otherwise.

Version of the GTC

Version 1.0

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