

## **SaveSpace Terms and Conditions**

### **1. Services**

1.1 SaveSpace as a brand of SaveSpace GmbH (**SaveSpace**) located in Aspergle 15, Gerlingen provides the following services:

- a. By-the-box- or unit- based storage of movable objects (**storage goods**) for consumers and companies,
- b. Transportation of the storage goods from the residential or company address of the customer to the warehouse of SaveSpace and back,
- c. Sale of containers, packing paper, bubble wrap and other material used for transportation and storage (**SaveSpace packaging material**) to customers, and
- d. Commissioning of goods for companies.

For by-the-box based storage the storage costs are calculated based on the number and size of the containers or other single items stored. For unit-based storage, costs are calculated based on the number of meters squared used for storage.

1.2 These Terms and Conditions are the basis for the provision of services by SaveSpace. They apply exclusively in the relationship SaveSpace - customer. Conflicting, additional or deviations from these Terms and Conditions of the customer are hereby rejected, unless SaveSpace has agreed to their validity in text form or in writing. Referred to as businesses in these Terms and Conditions are merchants and persons under public law and public law special funds, all other persons are referred to as **consumers**. Where companies and consumers are meant together, the term **customer** is used.

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 can therefore become a customer.

1.4 When placing an order, the customer provides to the SaveSpace website the following information:

- a. **Storage goods**
  - i. Description of the type of storage goods,
  - ii. Number of containers and unpackaged items to be stored,
  - iii. Dimensions and weight of each container and unpackaged item to be stored,
  - iv. Approximation of the storage space needed (only for unit-based storage)
- b. **Date, place of pick-up, desired services**
  - i. Desired time slot,
  - ii. Name or company and address,
  - iii. Floor, elevator yes/no
  - iv. Services i.e., disassembly, assembly, packing help (only for unit-based storage)

and checks the above information for accuracy and completeness and confirms it as correct with a click. This information provided by the customer is included by SaveSpace in the initial inventory list to be sent to the customer with their acceptance of the order and then binding in the relationship SaveSpace - customer.

1.5 By carrying out the order process and clicking on "**Authorize future payment**" at the end of it, the customer registers and at the same time gives SaveSpace a binding order for the pick-up

and storage and, if necessary, for the provision of packaging material for the items in the storage basket by SaveSpace until the acceptance by SaveSpace, which takes place within a maximum of 48 hours. Before sending the order, the customer can change the order or remove specified items from the storage basket at any time. The customer can only register and submit the order to SaveSpace after accepting these Terms and Conditions once by clicking "***I agree to the Terms and Conditions***". The contract text is stored by SaveSpace in full compliance with the rights of the customer under the German and European data protection. Reference is made to the [Privacy Policy](#).

1.6 These Terms and Conditions apply for the duration of the business relationship. If there are no more storage goods at SaveSpace, the business relationship ends with a blocking of access request by the customer on the SaveSpace website. In this case, SaveSpace will block the customer account immediately after receiving a request to this effect by e-mail to [info@SaveSpace.eu](mailto:info@SaveSpace.eu) sent from the registered e-mail address, or on SaveSpace's own initiative after at least three months of inactivity of the customer account. If at the time when the customer requests the blocking of the account, SaveSpace still has storage goods of the customer, the e-mail with the request for deletion of the account is considered as a notice of termination and unpaid services of SaveSpace become due upon blocking of the account and sending of the final invoice by SaveSpace to the customer.

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

1.8 In relation to companies, these Terms and Conditions also apply to future business relations between them and SaveSpace without further agreement on their validity.

## 2. Conclusion of contract, Inventory list

2.1 The offers on the SaveSpace website represent only SaveSpace's invitation to the customer to submit an order for the conclusion of a mixed storage and transport and, if applicable, purchase and/or commissioning framework contract (this **contract**).

2.2 SaveSpace accepts the order of the customer by order confirmation in the form of an e-mail with the heading "***Order Confirmation***" or at the latest by pick-up of the storage goods. An e-mail with which SaveSpace only confirms receipt of the order is not yet a binding acceptance of the respective order of the customer. The e-mail with the binding acceptance of the order by SaveSpace contains the scope of the order. The customer is hereby requested to regularly check the Spam folder of their mailbox.

2.3 SaveSpace shall collect the storage goods from the customer on the date entered by the customer on the SaveSpace website in an available time slot, 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 (about which SaveSpace shall inform the customer by telephone as soon as a deviation from the time slot becomes apparent). The pick-up can only take place before the expiration of two weeks from the customer's registration if the customer has clicked on the SaveSpace website that the service should start during the revocation period.

2.4 Orders within the scope of this contract (to hand in further storage goods or to retrieve storage goods in whole or in part) are also placed by the customer via the SaveSpace website. SaveSpace adjusts the inventory list after each change of the inventory requested by the

customer and sends the updated inventory list to the customer by e-mail after the execution of the delivery date or pick-up date.

## 2.5

- a. By-the-box- and unit-based stored goods: delivery from the storage facility to the customer - continuation of storage in case of cancellation.

If the customer cancels an appointment for delivery of stored goods from the storage facility to him at whatever time and for whatever reasons, in whole or in part, SaveSpace shall continue storage of the stored goods no longer requested for delivery on behalf of the customer at his expense beyond the canceled date until the date for which the customer orders a new delivery to himself or at which SaveSpace terminates the contract.

- b. By-the-box-based stored goods: pick-up from and delivery to the customer - charge for transport in case of cancellation.

If the customer cancels via the SaveSpace website an appointment for the pick-up of by-the-box-based stored goods from him or for the delivery of such stored goods from the storage facility to him by the beginning (0.00 hours) of the scheduled day of pick-up or delivery, or if he changes the respective scope, the transport fee shall be waived or its amount shall be adjusted in accordance with the change. In case of later cancellations or changes, it shall be payable in full

- c. By-the-box-based stored goods: pick-up from and delivery to the customer - subsequent adjustment of the volumes

If it is no longer possible to make a change via the SaveSpace website, the customer can ask the driver when he arrives whether additional by-the-box-based stored goods can be taken. If there is free capacity, the driver will take the additional to be stored items and the transport charge (like the other charges) will be adjusted accordingly. The customer can also declare that he/she does not want to take on any or less by-the-box-based stored goods after all, but without waiving or reducing the transport charge.

At the request of the customer, the driver will also take back to the warehouse by-the-box-based to be stored goods intended for delivery to the customer if there is free capacity. The transportation charge for the respective transports to the Customer and to the storage facility shall accrue (like the other charges) in the amount provided for in the schedule of charges.

- d. Unit-based stored goods: pick-up from the customer and delivery to the customer - charge for transport in case of cancellations

Previous points 5.2.a – 5.2.c shall apply also to unit-based storage, provided, however, that cancellations or changes with waiver or reduction of the transportation charge shall be possible only until the beginning of the second day (0:00 a.m.) prior to the day

of the scheduled date of pickup or delivery (example: pickup of stored goods ordered for August 25, 2022, then latest cancellation at 11:59:59 p.m. on August 22, 2022).

2.6 SaveSpace has the right to refuse further fulfillment 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 volume of the storage goods is not correct 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 was aware before or at the time of acceptance of the order, or was unaware 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 shall always send an e-mail with the receipt and/or departure and the remaining balance of the inventory and with the ID numbers of each item of the storage goods. An item is a container or, in the case of non-containerized storage goods, a physical object, and in the case of sets of objects that belong together by their purpose (such as a bicycle with associated air pump), the set of objects. The latest e-mail from SaveSpace to the customer is the current and authoritative storage list. The storage list is considered to be received by the customer and confirmed by them as correct, if it was sent to their e-mail address and they thereupon give the storage goods for transport by SaveSpace. Upon SaveSpace's request, the customer is obliged to confirm the receipt and correctness of an inventory list sent or otherwise handed over to them by SaveSpace in the form of an e-mail or a signature under a printout.

2.8 In the case of storage goods that are not delivered in SaveSpace's containers or in the customer's own containers, the customer shall enter the dimensions of each of the relevant items in the fields provided for this purpose on the SaveSpace website.

2.9 SaveSpace, in exceptional cases, is not obliged to execute an accepted order, if it has ordered storage areas and means of transport in time, but has not received said storage areas or means of transport from its service provider in time. However, SaveSpace is released from this obligation in this case only if it is not responsible for the lack of space or means of transport and has informed the customer of this without culpable hesitation and has not exceptionally assumed the risk of obtaining the space or means of transport. If payments have already been made at the time of release from the obligation to perform, these will be added as storage-credit to the customer's SaveSpace account.

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 determined after entering the customer's postal code on the SaveSpace website. The minimum order value is inclusive of VAT.

2.12 By submitting each request on the SaveSpace website, the customer declares that they are at least 18 years old, that their information regarding their name or company and address is correct, that the storage goods are their sole property, that there is no co-ownership by 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 do not undertake the means to sell, pledge or

otherwise dispose of the storage goods for the duration of the storage and that they will not assign their claim for surrender of the storage goods to third parties.

2.13 The contractual partner of the customer is the brand SaveSpace, represented by the managing director or, in case of more than one managing director, by the managing directors. ([Impressum](#)).

### **3. Inspection of the storage goods**

SaveSpace allows the customer to inspect their storage goods in the warehouse of SaveSpace accompanied by a SaveSpace employee during business hours and after prior confirmation in the form of e-mails and upon presentation of the identity card and payment of an expense allowance in the amount provided for in the [pricing overview](#). The customer must immediately raise any complaints regarding the manner of storage of the storage goods or the choice of storage space during or after the inspection. If the customer does not make use of the right to complain after the inspection at the latest on the first working day following the inspection by e-mail or in writing, the customer relinquishes all objections to the manner of storage and the choice of storage space, insofar as these have been carried out with the care required in the business of a prudent warehouse keeper.

### **4. Performance**

4.1 SaveSpace shall use suitable personnel, suitable vehicles, suitable storage space and, unless packaging material provided by the customer is involved, suitable containers and other packaging material for the performance of the order.

4.2 SaveSpace is entitled to engage a third-party company selected by it in its name and for its account to provide the transport services and packaging material, in which case SaveSpace shall be liable to the customer for the performance 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 given their approval by checking the appropriate box on the SaveSpace website and SaveSpace has confirmed it in the confirmation email, SaveSpace may also entrust third party companies with storage and picking up on its own behalf. In this case, SaveSpace shall also be liable to the customer for the performance of its obligations by the third-party companies to the same extent as if it had performed the services itself.

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

4.5 SaveSpace does not issue a warehouse warrant. The warehouse inventory is not a warehouse warrant and does not serve as a security.

4.6 SaveSpace usually carries out transports as a combined load, i.e., together with storage goods of other customers.

4.7 SaveSpace usually picks up and delivers storage goods in one transport, but in exceptional cases is entitled to pick up and/or deliver storage goods in several transports if pick-up or delivery in one transport incurs unavoidable and disproportionate additional effort due to time or space constraints.

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

- a. SaveSpace has declared this at the time of acceptance of the order, because the quantity of the stored goods exceeds the capacity of a transport vehicle actually used by SaveSpace, also taking into account existing additional cargo, if applicable, and/or
- b. the actual quantity of the stored goods exceeds the quantity specified by the customer.

4.9 SaveSpace has calculated the transport fee based on a maximum time of 30 minutes for pickup and / or return, any time exceeding this will result in a reasonable increase in the transport fee unless the reason for the increased time is SaveSpace. A reduction of the transport fee for less than 30 minutes as well as an offsetting of the time required for pickup and return will not take place. The period calculation begins when the driver rings the doorbell the first time and ends when all the stored goods have been placed in the vehicle and the customer has signed the form.

4.10 If the actual quantity of the stored goods exceeds or falls short of the quantity specified by the Customer, SaveSpace will also adjust the fee for storage by correcting the number of items to be used for the calculation of the storage fee in the case of by-the-box-based storage and the number of square meters of storage space to be used for the calculation of the storage fee in the case of unit-based storage. SaveSpace will notify the Customer of the corrected figures by e-mail immediately after determining them, but no later than two working days after the start of storage. SaveSpace may, but is not required to, request confirmation from the customer that the corrected figures are accepted by him. If SaveSpace demands a confirmation, the customer is obliged to provide it within two weeks after receipt of the demand by confirmation by e-mail or to object to the new figures within this period. SaveSpace will then make the correctness of the figures comprehensible to the customer by uploading photos on the SaveSpace website and, if requested, give the customer the opportunity to visit the warehouse and check the number of items or square meters himself.

4.11 The amounts of the increased transport fee made according to 4.8, 4.9 and 4.10 are based on the valid [pricing overview](#).

## **5. Obligations of the customer**

5.1 The customer must pack the storage goods, especially if they are sensitive items for example porcelain, art or electrical equipment, in such a secure manner that damage to the storage goods due to at times unavoidable transport stresses, such as sudden braking of the transport vehicle, vibrations during loading and unloading and similar processes, is avoided. SaveSpace and its appointed driver are entitled, but not obliged, to check whether the packaging by the customer complies with the foregoing and may also ask the customer to open containers or other packaging before taking them.

5.2 The customer shall immediately notify SaveSpace on the SaveSpace website of any change in the e-mail address, telephone number and billing address used by the customer vis-à-vis SaveSpace, as well as any change of name or company that occurs during the term of the present contract. Otherwise, the customer shall bear any additional costs, in particular the costs of a repeated visit due to an incorrect address. Notices and declarations of intent and other important, also legally significant messages from SaveSpace to the last known e-mail address or postal address of the customer, such as in particular notices, invoices and reminders, are

considered received by the customer, even if the customer does not receive them because of a change of the e-mail address or postal address that was not communicated to SaveSpace.

## **6. Return of the storage goods to the customer**

6.1 SaveSpace is obliged to return the storage goods only to the address where it collected the storage goods or to another agreed address. SaveSpace does not check the identity of persons present in the home or business to which it transports the storage goods according to the order. The customer is obliged to ensure that only they or a person authorized by them to receive the delivery takes receipt of the storage goods.

6.2 If it is specified in the order for storage or in the order for return transport on the SaveSpace website online, in text form or in writing that delivery is to be or can be made to a specific neighboring address or a specific business in the neighborhood at a separate address, SaveSpace shall deliver the storage goods to the address so designated. SaveSpace will not verify the identity of any person present at the designated neighboring residence or business in the neighborhood in this case either.

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

6.4 If the door is not opened at the above-mentioned addresses or if the acceptance or the signature on the acknowledgement of receipt is refused or if the address is incorrect, SaveSpace's driver shall take the storage goods back and SaveSpace shall continue the storage on behalf of the customer at the customer's expense. SaveSpace's right to receive the transportation fee of the failed delivery attempt shall also remain in effect. The customer must place a new order for pick-up on the SaveSpace website for a new pick-up attempt.

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

6.6 In case of return of parts of the storage goods, SaveSpace will make the appropriate write-offs in the storage list and hand over or send the thus adjusted storage list to the customer in written or 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 maintain the storage goods in the interest of the customer, it is entitled to compensation for its expenses incurred for the storage goods, in addition to the fees according to the [pricing overview](#), 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 against the customer at any place and at any time, if the surrender is demanded by it and the demand is an official or judicial order or if the person demanding the surrender, is entitled to make this request, in particular, if they provide a written power of attorney of the customer or other facts proving their rights, unless SaveSpace is aware or is unaware due to negligence that the person in question is not authorized to receive the storage goods.

## **7. Exclusions from services**

7.1 SaveSpace will not accept storage goods or storage goods with the following characteristics:

- a. Cash, checks and drafts in any currency,
- b. transport or storage violate legal or regulatory prohibitions or are subject to special regulatory requirements,
- c. condition of the goods or other characteristics may injure or harm persons or property,
- d. transport and/or storage is subject to national dangerous goods regulations, e.g., radioactive materials,
- e. inadequate packaging, especially in the case of liquids,
- f. limited shelf life, esp. spoiled, mold-infested, dirty, damp, smelling, leaking and defective items,
- g. live or dead animals, except for 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 specimens, stamps, coins and medals, certificates, checks and other securities, admission tickets, tickets and other entitlement certificates, means of payment (money, check cards, credit cards), all types of shares, precious metals in bar form, jewelry, watches, cell phones, silver, gold and other precious metals, precious stones, as well as furs and handmade carpets,
- i. consignment, storage and/or delivery necessitates special expenses, esp. security measures,
- j. goods not cleared through customs, in particular tobacco products and spirits not cleared through customs, goods the import of which violates import prohibitions,
- k. drugs, weapons, ammunition and explosives,
- l. stolen and stolen property and animals.

7.2 In the case of by-the-box-based storage, a single container as well as a piece of storage goods may not exceed the weight of 25 kg. If the weight exceeds this limit, the customer is obliged to partially unpack the contents of the container before it is accepted by SaveSpace Transport. In the case of unit-based storage, the weight of individual boxes or other items is unlimited, given nothing else has been decided on previously between the customer and SaveSpace. If individual pieces weigh more than 30 kg in unit-based-storage, then the customer should indicate this in the relevant form field provided when ordering a pick-up.

7.3 In case of doubt, the customer is obliged to approach SaveSpace and clarify the issue of whether an item falls under one of the above mentioned properties. The decision whether to not accept storage goods because they do not meet or do not sufficiently meet the criteria of item 7.1 above, or because they pose a risk to the safety of the warehouse and its hygienic conditions for other reasons, is at SaveSpace's discretion.

7.4 If, after acceptance of the order, the circumstances suggest that one of the exclusions mentioned in Clause 7.1 is present, SaveSpace or a commissioned third party is entitled, after prior warning and in case of imminent danger, even without such warning, to inspect the customer's storage goods and, in doing so, also to open containers and other receptacles in



which they are located and, if necessary, to take such steps as may be reasonably necessary and appropriate to eliminate any imminent danger.

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

## 8. Storage term, Request for return

8.1 SaveSpace stores storage goods of consumers for an indefinite period, in the case of companies at their choice for an indefinite or definite period.

8.2 In both cases of the above section 8.1, the customer may at any time demand the return of the storage goods in whole or in part. In the case of storage goods packed in containers or other containers, only the return transport of whole containers or containers in each case can take place. The customer orders SaveSpace online on the time selection page of the SaveSpace website. SaveSpace delivers the storage goods on the date entered by the customer in the SaveSpace website on a free position (unless SaveSpace and the customer have agreed on another date in text form or in writing). If the driver exceptionally arrives before or after the specified time slot, SaveSpace will immediately inform the customer by phone in advance.

8.3 If no time slots suitable to the customer are available on the SaveSpace website, the customer may contact SaveSpace by phone or e-mail. Delivery is made only in SaveSpace's own or leased vehicles or those of third parties appointed by SaveSpace, not in customer vehicles, cabs or other means of transport and only at the address where the storage goods were collected or at another agreed address. Pick-up of the storage goods by the customer or its agents at the warehouse or at other locations is not possible.

8.4 If, when this contract has been concluded with companies for a certain agreed period of time, the companies demand that SaveSpace return all or part of the storage goods prematurely, SaveSpace is still entitled to payment of the storage fee for the entire agreed period of time, notwithstanding the return.

## 9. Fees

9.1 The customer shall pay SaveSpace the following fees

- a. the **storage fee** in the case of by-the-box-based storage per container of categories M, S, L per month or, if no containers are used, per item of storage goods per month;
- b. the **storage fee** in the case of unit-based storage per meter squared per month;
- c. the **transport fee** per trip (pick-up and delivery);
- d. the **packaging material** charge according to consumption;
- e. the **commissioning fee** as agreed between SaveSpace and the customer.

9.2 The relevant amount of fees according to section 9.1 a.-d. can be found in the [pricing overview](#) on the SaveSpace website, the relevant amount of fees according to section 9.1.e in the relevant agreement between SaveSpace and the customer.

9.3 All fees will increase during the period of uninterrupted storage of storage goods for the respective storage goods only if SaveSpace has declared the intended increase to the customer in writing or in text form for storage goods already stored or commissioned for storage and the customer does not object to the increase within one month after the declaration. If the customer objects, SaveSpace will hand over the storage goods to the customer at a date to be agreed

within two weeks after the objection. This increase is possible for the first time one year after the start of storage of the storage goods in question.

9.4 SaveSpace may increase the fees for future orders of the customer, which do not concern storage goods already stored or ordered for storage, at any time until the order is placed.

9.5 SaveSpace's claim to the fees arises upon SaveSpace's acceptance of the customer's order. The first installment of the storage fee and the transportation fee and, if applicable, the packaging material fee and the commissioning fee are due for payment when the customer receives the invoice (usually by e-mail). The first and all subsequent invoices (with the exception of the final invoice, if applicable) shall cover the period from the day of pick-up of the storage goods to the day before the day of the following month, which by its number corresponds to the day of pick-up of the storage goods, as well as the transport charge and, if applicable, the packaging material charge and the commissioning charge. If the customer later gives additional items for storage, SaveSpace will settle the charges for storage of these items as well as the related other charges (for transport and, if applicable, packaging material and commissioning) with the same invoice on the same day as the charges for the first storage, if the orders for the additional items were placed while the first storage still existed, and will settle with this invoice both the elapsed time and the following monthly period of the new items. Thus, as a rule, the customer will receive only one invoice per month.

9.6 Payment of fees is made by debiting the customer's bank account by SEPA direct debit or credit card debit. In these procedures, the customer gives SaveSpace online authorization to collect the amount from the specified account or credit card when the contract is concluded. SaveSpace debits the customer's bank account for the amount of the invoice on the due date of their respective claim. The customer irrevocably instructs their credit institution to honor the direct debit and, in case of non-encashment of the direct debit, to inform SaveSpace or, in case of assignment of the claim, the respective creditor upon request of their name or company and address for assertion of the claim.

9.7 In case of return of storage goods to a consumer during a billing period, SaveSpace shall provide storage credit the customer's SaveSpace account for the storage fee for the relevant storage goods in a pro rata amount for the days following the day of the return of the storage goods until the day on which the already paid billing period ends (inclusive). If SaveSpace stores other storage goods of the customer, it will offset the amount of the credit against the amount of the next invoice, so that the amount then due for storage of the other storage goods will be reduced by the credit note. If the credit exceeds the amount to be charged with the next invoice, the amount of the credit exceeding the amount of the invoice will be offset against the amounts of the following invoices until the credit note is used up. In the case of companies, SaveSpace retains the right to the storage fee for a remaining time of a billing period that has begun but not ended and, if applicable, also the outstanding but unexpired period of a fixed contract term.

## **10. Delay of payment and other disturbances of performance, Premature return transport**

10.1 If an installment of the storage fee, the transport fee, the packaging material fee or the commissioning fee cannot be debited or cannot be debited in full because the bank refuses the debit (for example, due to lack of sufficient funds in the customer's bank account or because the customer is not entitled to the use of the bank account or because the account number is incorrect), SaveSpace shall, from the following day, in addition to the claim for payment of the respective fees unpaid at the due date, be entitled to interest in the amount of 5 percentage points per annum in the case of a consumer, and in the amount of 9 percentage points per

annum in the case of an companies, above the applicable base interest rate of the Deutsche Bundesbank on the respective outstanding fees.

10.2 In the event of failure to pay a direct debit SaveSpace has a claim against the customer for reimbursement of the additional third-party fees incurred, including the return debit note costs as damages, which SaveSpace will invoice the customer with its reminder. SaveSpace further reserves the right to charge a lump-sum reimbursement of expenses for the processing of a return debit note as well as the costs of the reminder from the second reminder onwards in the amount provided for in the [pricing overview](#), whereby the customer expressly has the right to prove that the asserted damage has not occurred or is significantly lower than the aforementioned lump sum.

10.3 If the customer is in default with one or more payments, SaveSpace is entitled to refuse further storage of the storage goods and to request the customer by e-mail, in writing or by telephone to immediately specify a date for the return of the storage goods that is not later than one week, or earlier in case of imminent danger, and/or to exercise its right of lien in accordance with these Terms & Conditions.

10.4 SaveSpace shall have the same rights as in accordance with the above clause 10.3 if the customer has otherwise culpably violated essential obligations of the contract, in particular if SaveSpace discovers after the commencement of the contract that the customer has provided false information about the storage goods, in particular has handed over storage goods that are not permitted under these Terms and Conditions.

10.5 If the customer refuses to take back storage goods or if the customer does not respond to a justified request by SaveSpace that it accept a return delivery of storage goods on a date to be agreed (because SaveSpace or the customer has terminated the contract), the customer is in default of acceptance and SaveSpace's liability for the storage goods is reduced to cases of intent and gross negligence. SaveSpace is also entitled to dispose of the consignment at the expense of the customer at its discretion, including selling or destroying it. Unusable or spoiled storage goods as well as storage goods from which a danger emanates may be destroyed by SaveSpace without delay.

10.6 If the address provided by the customer does not exist anymore and SaveSpace cannot identify the customer in public directories, it is entitled (but not obliged) to open containers or other containers of the customer's storage goods and search the storage goods in order to determine the customer's address. If no address can be determined even in this way, or if a delivery or return of the shipment is not possible or reasonable for other reasons, SaveSpace is entitled to dispose of the storage goods after the expiration of a reasonable period, but, except in the case of imminent danger, not before the expiration of one month. Any claims for damages by the customer remain unaffected. In the event of imminent danger, SaveSpace is entitled to dispose of the storage goods at its discretion without observing a deadline.

10.7 SaveSpace may terminate the contract at any time without giving reasons with a notice period of three months by sending an e-mail or in writing. In case of abandonment of the business by SaveSpace, SaveSpace is also entitled to terminate the contract with the customer in compliance with the principles of good faith and proportionality of means in accordance with

clauses 10.3-10.5. If, in the event of termination by SaveSpace, the conditions of Clause 10.6 are met, SaveSpace may also take the steps specified therein.

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

11.1 SaveSpace shall fulfill its obligations with the customary care of a prudent warehouse keeper. It shall be 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 be averted by the diligence of a prudent businessman.

11.2 For damages that do not result from the breach of essential contractual obligations, SaveSpace's liability for simple negligence is hereby excluded. SaveSpace is therefore liable in this respect only for gross negligence and intent and in the case of breach of essential contractual obligations for any negligence and intent. If SaveSpace negligently violates an essential contractual obligation, the liability is limited to the contract-typical, foreseeable damage. Material contractual obligations are obligations that the contract imposes on the seller according to its content to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the customer may regularly rely.

11.3 Liability for culpable injury to life, limb or health shall remain unaffected by the foregoing.

11.4 If containers and/or the storage goods themselves are in a recognizably damaged or defective condition upon acceptance by the driver of SaveSpace, the driver will document this together with the customer in a protocol. In this case, the driver is also entitled to refuse to accept the storage goods. SaveSpace's right to the transport fee remains unaffected, unless SaveSpace was aware before or at the time of acceptance of the order or was unaware due to gross negligence that the container(s) and/or the storage goods had the damage in question.

11.5 Unless otherwise stated in these Terms and Conditions, the maximum amount of SaveSpace's liability in case of loss of or damage to by-the-box-based storage goods is the respective amount calculated based on the maximum guideline value of €50 for category S, €100 for category M and €250 for category L according to the [Pricing Overview](#) and stated in SaveSpace's order confirmation. For unit-based storage SaveSpace is liable for 500€ for each separately billed storage space (i.e., regardless of meters squared used). Any claims above the liability amount of SaveSpace of the customer arising from additional insurance taken out by the customer remain unaffected by the above. SaveSpace is entitled to pay the compensation in money.

11.6 Liability of SaveSpace for damages resulting from insufficient packaging of the customer is excluded. Insufficient packaging is packaging that does not comply with the requirements of these Terms and Conditions for packaging, unless it was apparent to SaveSpace at the time of acceptance of the storage goods that the packaging was insufficient and yet no record was made of the circumstances. Liability is also excluded for damage caused to storage goods falling under one of the exclusions of Clause 7.1, provided that the property excluded by Clause 7.1 was the cause of the damage.

11.7 SaveSpace is liable for loss or damage to storage goods only for the value of the storage goods. Liability for indirect damage caused by the damage or loss of storage goods (such as loss

of assets due to the loss of documents) is hereby excluded. SaveSpace is furthermore only liable for the current value, not for the replacement costs of the storage goods.

11.8 Damage must be reported by the customer upon delivery to the customer as follows:

- a. obvious damage, loss, partial loss or damage to the storage goods must be reported by SaveSpace to the customer or other person(s) present in the home or business, if possible, already at the time of delivery of the storage goods by SaveSpace, orally to the driver of SaveSpace, who will make a record of it, but no later than the first working day after delivery and then online, in text form or in writing,
- b. non-obvious damage must be reported to SaveSpace within 14 days after acceptance of the storage goods online, in text form or in writing, whereby the customer must prove that the damage occurred during the storage of the storage goods or their transport, which is the responsibility of SaveSpace,
- c. damage other than to the goods must be claimed online, in text form or in writing within one month, calculated from the day of delivery.

11.9 Failure to comply with the complaint periods pursuant to Clause 11.8 a.-c. shall result in the expiry of all claims against SaveSpace referred to in Clause 11.8 a.-c., unless longer complaint periods have been agreed in text form or in writing or the complaint within the periods was not possible or reasonable under the circumstances.

11.10 Upon receipt of the storage goods, the customer declares by signing on the driver's mobile device that SaveSpace has informed them of their obligations to give notice of defects, of the requirement and procedures for giving notice of defects, of the deadlines for giving notice of defects and of the consequences of missing the deadlines pursuant to Clauses 11.12 and 11.13.

11.11 SaveSpace is not liable for damages caused by the customer or their authorized representatives. It is also not liable for damages caused by force majeure, war or warlike events and as a result of orders of higher authorities, in particular seizures.

11.12 SaveSpace is not liable for damages that have occurred

- a. by explosive, inflammable, radiating, self-igniting, poisonous, corrosive substances, by oils or greases, which are or were in the container or objects of the customer's storage goods,
- b. because of the natural or defective nature of the storage goods, such as detachment of glues, cracking or blindness of polish, oxidation, internal spoilage, leakage or spillage, unless these processes were caused by improper storage.

11.13 SaveSpace shall further not be liable for:

- c. Loss or damage to the storage goods in containers of any kind, provided SaveSpace did not pack or unpack them, unless the damage occurred due to the handling of the storage goods by SaveSpace or its agents,
- d. damage to or loss of items of exceptional value, such as precious metals, jewels, money, stamps, coins, securities of any kind, documents, deeds, data carriers, works of art, genuine carpets, antiques, collectibles, unless the items had been marked as valuable by the customer in the storage list,
- e. functional damage to radio, television or similar sensitive equipment,
- f. damage to living plants or living animals.

## **12. Applicability of the exclusions of liability, Statute of limitations**

12.1 SaveSpace cannot invoke the exclusions of liability according to section 11.6 as well as sections 11.11-11.13 if and to the extent that it is at fault or contributory negligence for the damage.

12.2 The limitations and exclusions of liability of these Terms and Conditions shall apply to all claims for compensation regardless of the legal basis of the liability, i.e., also to non-contractual claims for compensation, but not to claims in tort.

12.3 The customer's claims arising from the present contract shall become statute-barred one year after the date of delivery of the storage goods in question to the customer or its agents. In the event of intent or gross negligence, the limitation period shall be three years. The statutory periods shall apply to claims arising from tortious liability.

## **13. Lien, right of retention and right of exploitation**

13.1 As long as SaveSpace has the storage goods in its possession, it has a lien on the storage goods of the customer or, if the customer is not the (sole) owner contrary to the assurance in these Terms and Conditions, on the storage goods of a third party who has agreed to the storage, for all payment claims arising from the contractual relationship in question. The lien also extends to the claims from an insurance policy and, if applicable, to accompanying documents of the storage goods.

13.2 SaveSpace also has the right to assert a lien on the items stored by the customer due to all payment claims arising from the contractual relationship in question.

13.3 If SaveSpace intends to exercise its right to sell by way of lien the items that have come into its possession, it shall threaten the customer with the sale by way of lien. The threat of the auction must be made in text form or in writing, naming the date of the auction, and must be sent to the last address of the customer known to SaveSpace. The pledge auction may not take place before the expiration of one month after its threat.

## **14. Insurance**

14.1 If SaveSpace has insured its general liability for the duration of the contractual relationship, taking into account the interests of the customer, the customer shall not be entitled to claim damages from SaveSpace which are covered by the insurer for which the insurer is liable.

14.2 If SaveSpace has taken out extra insurance on behalf of the customer, SaveSpace shall take all reasonable and necessary measures in the event of a claim, in particular ensure the preservation of evidence.

14.3 By submitting the application in accordance with section 2.1, the customer(s) also declare: SaveSpace has informed me/us of the possibility to insure the goods.

## **15. Limitation of set-off, prohibition of assignment, responsibility of the customer**

15.1 The customer has the right to offset only if their counterclaim is legally established or undisputed. This offsetting prohibition does not apply to a counterclaim due to a defect that is based on the same contractual relationship as the claim of SaveSpace. The customer is only

authorized to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

15.2 The customer is not entitled to assign his rights from this contract.

15.3 The customer must pay all fees or costs arising from the use of the services of SaveSpace, which were requested through their customer account, provided that they are responsible for the corresponding use of the customer account, or it can be attributed to them in any other way.

## 16. Jurisdiction

16.1 If customers are merchants according to the German Commercial Code (**Handelsgesetzbuch**) or legal entities under public law or special funds under public law, the exclusive place of jurisdiction shall be Gerlingen.

16.2 For disputes with parties other than merchants pursuant to the German Commercial Code or legal entities under public law or special funds under public law, the exclusive jurisdiction pursuant to Section 16.1 shall only apply in the event that the customer relocates its domicile or habitual residence abroad after conclusion of the contract or its domicile or habitual residence is not known at the time the action is filed.

## 17. Invalidation of individual provisions

In the event of invalidity of individual parts of the contract, the remaining parts of the present contract and these Terms and Conditions shall otherwise remain in force.

## 18. Right of revocation

18.1 Consumers are generally entitled to a right of revocation.

18.2 More detailed information on the right of withdrawal can be found in the cancellation policy of SaveSpace.

### Cancellation policy

#### a. Right of revocation

As a consumer, you have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (SaveSpace GmbH, Aspergle 15 in 70839 Gerlingen, fax: 07156 16573 81, telephone: 07156 16573 80, e-mail: [info@SaveSpace.eu](mailto:info@SaveSpace.eu)) by means of a clear declaration (e.g. by letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample cancellation form for this purpose, which is, however, not mandatory. If you make use of this option, we will immediately send you (e.g., by e-mail) a confirmation of receipt of such revocation.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

## **b. Consequences of the revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (except for additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We will return the storage goods to your home at our expense.

If you have requested that the services begin during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of cancellation with respect to this contract compared to the total scope of the services provided for in the contract.

End of the cancellation policy

## **Special notes**

Your right of revocation shall expire prematurely if the contract has been completely fulfilled by us at your express request before you have exercised your right of revocation.

## **Sample revocation**

If you wish to revoke the contract, please fill out the form below and return it to:

SaveSpace GmbH  
Aspergle 15  
70839 Gerlingen  
Fax: 07156 16573 81  
E-mail: [info@SaveSpace.eu](mailto:info@SaveSpace.eu)

*I/we hereby revoke the contract concluded by me/us for the provision of the following service:*

*Received on:* [February 11, 2021]

*customer number:* [20002154]

*Name of the consumer*

*Address of the consumer*

*Date*

*Signature of consumer*

## **19. Customer service**

If you have any questions or complaints, SaveSpace can be reached at any time at [info@SaveSpace.eu](mailto:info@SaveSpace.eu) SaveSpace will respond to your inquiries promptly.



SaveSpace GmbH  
Aspergle 15  
70839 Gerlingen  
Registered at the local court Stuttgart under HRB 781724  
Sales tax identification number (VAT ID): DE349871807

## **20. Applicable law**

All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has their habitual residence.

## **21. Alternative Dispute Resolution**

21.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

21.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

**Version as of: 09.03.2022**