

Clauses subject to specific approval

Owner: Francesco Nigro

VAT Number: [VAT Number]

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Pursuant to and for the purposes of artt. 1341 and 1342 of the Italian Civil Code, the Customer, after having carefully examined the Smoves Service Contract (Smoves Service Terms and Conditions), expressly and specifically approves the following clauses.

Exclusions and limits of the Service

- **art. 3.4** — exclusions from the Service: portage, moving, furniture handling, packaging by Smoves, transport of goods not packaged in packages;
- **art. 3.6** — Smoves' right to refuse at collection packages exceeding dimension and weight limits or to accept them with a surcharge;
- **art. 4.1** — mandatory selection of a three-hour time slot within Smoves' daily operating window;

Booking and data

- **art. 4.4** — recording and storage for evidentiary purposes of acceptance data, IP address and version of the accepted document;
- **art. 4.6** — Customer's responsibility for the accuracy of the data provided and for the timely communication of changes;
- **art. 4.7** — Smoves' right to refuse, suspend or cancel the booking even after confirmation for operational, security or force majeure needs, with return of only the amounts not accrued and exclusion of further liability;

Prices, payment and refunds

- **art. 5.1** — determination of the consideration on the basis of the tariff published on the website at the time of booking;
- **art. 5.2** — mandatory advance payment at the time of booking;
- **art. 5.5** — refund due to the Customer only in the expressly provided cases;
- **art. 5.6** — 14-day term for the refund and exclusion of Smoves' liability for delays attributable to third parties;
- **art. 5.7** — partial refund in case of penalties, rescheduling costs or out-of-pocket expenses pursuant to artt. 10 and 11;
- **art. 5.8** — Smoves' right to suspend the Service, temporarily retain the packages and charge administrative / banking / legal costs in case of chargeback, bank dispute, payment reversal or suspected fraud;

Withdrawal and cancellation

- **art. 6.1** — exclusion of the right of withdrawal pursuant to art. 59, paragraph 1, letter h, of the Italian Consumer Code — qualification of the Service as transport of goods with a specific date;
- **art. 6.2** — cancellation by the Customer: no refund of the consideration;
- **art. 6.4** — Customer's force majeure: only free rescheduling, without monetary refund;

Customer's obligations and declarations

- **art. 7.1** — Customer's obligations: preparation and sealing of packages, availability at collection, presence at re-delivery, prompt reporting of Damage;
- **art. 7.2** — Customer's indemnity in case of false declarations or breach of art. 8;
- **art. 7.3** — Customer's declaration of ownership or lawful possession of the goods and absence of seizures, encumbrances, pledges, attachments or third-party rights;

Prohibited items

- **art. 8 and Annex A** — prohibited items and related consequences;
- **art. 8.3** — Smoves' right to refuse collection for suspicious external characteristics or suspected breach;
- **art. 8.4** — Smoves' right to inspect the package in the cases provided, even after hand-over;
- **art. 8.5** — Smoves' right to return, report to the Authority, secure or dispose of prohibited goods at the Customer's expense;
- **art. 8.6** — Smoves' right to interrupt the Service, isolate the package and retain the amounts paid as compensation for the costs incurred in case of suspected presence of prohibited goods;

Hand-over, re-delivery and retention

- **art. 9.1** — Customer's full assumption of risk until effective hand-over;
- **art. 9.2** — Smoves' right to move the package between suitable premises in its availability or that of authorised parties;
- **art. 10.1** — new tariff for any further re-delivery attempt;
- **art. 11.1** — Smoves' right of retention on stored packages until full payment of any sum owed by the Customer;

Liability and complaints

- **art. 12.2** — Smoves' liability limit at the consideration for the individual package and in any case within 100.00 euros;
- **art. 12.4** — exclusion of Smoves' liability for delays due to traffic, weather events, strikes, unavailability of access, administrative restrictions and operational circumstances not reasonably foreseeable;
- **art. 12.6** — limitation periods for complaints: 24 hours for visible Damage, 8 days for hidden Damage;

- **art. 12.7** — forfeiture of the right to complain in case of failure to transmit photographic documentation or absence of the package and original seal;
- **art. 12.10** — absence of Smoves' insurance coverage for liability towards the Customer and for goods in custody;
- **art. 12.11** — express termination clause pursuant to art. 1456 of the Italian Civil Code;

Suspension, language and amendments

- **art. 13.1** — Smoves' right to temporarily suspend the Service without obligation of compensation;
- **art. 14.1** — prevalence of the Italian version of the Contract in case of interpretative conflict;
- **art. 16.1** — Smoves' right to unilaterally amend the T&C for regulatory, organisational or service needs.