



GENERAL TERMS AND CONDITIONS 1BOX SELF STORAGE AGREEMENT

Article 1. Scope and definition

These general terms and conditions of storage are applicable to all Self Storage agreements between a company of the 1BOX Self Storage Group, hereinafter called '1BOX' on the one hand, and parties using storage space/units (or any other 1BOX Self Storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand. Where applicable in these General Terms and Conditions, a 'Private Customer' acting for purposes which are outside his trade, business, craft, or profession. The 1BOX store, the used storage space, product or service is called 'the Storage Unit' and the Self Storage agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the 1BOX Self Storage facility (including the storage units) are referred as 'the Goods'.

Article 2. Purpose and use

- 2.1 1BOX grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the Agreement of the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for another purpose. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. 1BOX shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods. By entering into the Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will hold 1BOX harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.
- 2.2 Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. Customer shall comply with the applicable environmental regulations in force from time to time at the Store, including without limitation, those relating to recycling, waste disposal, energy and water usage and energy saving. Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. Customer is not allowed to dispose of water or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least EUR 50 per m3 to reimburse the (waste) disposal costs. Trolleys are available for the convenience of our customers. After having used a trolley, the trolley, must be returned to the trolley bay undamaged. Failure to do so will result in a penalty of EUR 200 billed on the customer's account. For your information, 1BOX energy consumption data and information relating to green building certificates and energy performance ratings are available on our website.
- 2.3 Customer confirms having accepted the Storage Unit in good condition and in that it conforms with the legal and agreed use which the Customer accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, 1BOX explicitly provides no warranties and accepts no liability whatsoever.
- 2.4 Customer accepts that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.
- 2.5 Customer will comply with the provisions of this Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.
- 2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who have access to the Storage Unit or use the access code of the Customer and references to 'Customer' in these terms shall be treated as references to any such persons.
- 2.7 Customer is bound to use the Storage Unit in such way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or any equipment, dust, smell, leakages) in any form can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.
- 2.8 The following are not permitted by the Customer:

- The Storage Unit may not be used as a workplace,
- No commercial activity may be exercised from the Storage Unit,
- The Storage Unit may not be used as a registered office or seat of a company,
- The Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities,
- Electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of 1BOX; any authorized electrical appliances must always be switched off during absence,
- Without prior written permission from 1BOX no fixed items may be installed in or on the Storage Unit.

2.9 Customer is strictly forbidden from the storing the following goods in the Storage Unit (this list is not exhaustive):

- Jewels, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
- Cash money, securities, stocks or shares,
- Any item which emits any fumes, smell or odour,
- Birds, fish, animals or any other creatures,
- Refuse and other waste materials (including animal and toxic/hazardous waste materials),
- Food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance
- Firearms, explosives, weapons or ammunition,
- Any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods etc,
- Chemicals, radioactive materials, biological agents,
- Asbestos and/or processed asbestos
- (artificial) fertilizer,
- Gas bottles or any other compressed gases and/or batteries,
- Fireworks,
- Car and/or motorcycle wrecks; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle a 1BOX-approved protective tray or mat is provided to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance as referred to under article 9 of the General Terms and Conditions,
- Combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
- Any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as;
- Explosive substances and preparations such as spray cans including air fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane.
- Oxidizing substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
- (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
- (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
- Harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers.
- Caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners,
- Irritants and preparations
- Sensitizing substances and preparations
- Carcinogenic substances and preparations
- Mutagenic substances and preparations
- Substances and preparations toxic to reproductions
- Substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper,
- Pesticides and herbicides

Most toxic, flammable or hazardous substances can be recognized by the following symbols:



Explosive/ risk of explosion



Oxidizing, facilitates the ignition of another product



Acute toxicity, dangerous product that can be deadly



Health hazard / dangerous to the ozone layer



Corrosive



Flammable



Gas under pressure



Serious Health hazard



Hazardous for environment

2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify 1BOX for any damage 1BOX may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that 1BOX will not inspect or verify the Goods and their compliance with the terms of this Agreement.

2.11 In the event that Customer is suspected of being in violation of this Agreement, in particular the clause 2 hereof, 1BOX has the right but not the obligation to notify the competent authorities and allow these to access the Storage Unit for verification purposes all at the Customers' expense. 1BOX may, but is not obliged, to notify the Customer hereof.

Article 3. Term of the Storage Agreement

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 1 month. After this initial minimum 1 month period, the contract will continue for an indefinite period and can be cancelled any time by ordinary letter or by e-mail, by either party at will, by giving a minimum written notice of 15 days.

Article 4. Storage charges and late payment

4.1 All storage charges and fees will be invoiced per month together with any VAT payable (where applicable).

Upon signing the Agreement, the Customer must

- 1) pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st month of storage
- 2) purchase a unique secure cylinder lock (unless Customer already purchased a lock at 1BOX) and
- 3) pay a one-off registration fee (only for new customers). In the event that the actual move-in date commences after the 15th day of a month, Customer will also always have to pay the storage charges, service fees and casts for the following calendar month.

4.2 The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of the Agreement. After that period, 1BOX reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by 1BOX. At the moment the Agreement is signed, 1BOX can request Customer to also pay a deposit at least equivalent to one month's rental charge as a guarantee for correct compliance with the Agreement. 1BOX may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If 1BOX considers it necessary to draw upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided.

No interest is paid on any deposit paid.

4.3 Customer undertakes to pay the monthly charges and fees prior to the start of the period to which they correspond.

4.4 Customer (for Private Customer, see clause 4.5) acknowledges and agrees that in the event of contract modification or contract cancellation prior to move-in, Customer will owe to 1BOX an amount equal to 15 days of the due storage charges and fees. The remainder of the storage charges and fees paid upon the signature of this Agreement shall be refunded by 1BOX as

soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.

4.5 By way of derogation from clause 4.4., Private Customer has the right to withdraw from the Agreement within fourteen (14) days from the day of the conclusion of the Agreement without giving any reason. To exercise the right of withdrawal, Private Customer must inform 1BOX Nederland B.V., Steenplaetsstraat 2c, 2288 AA Rijswijk (via post or by e-mail at info@1BOX.nl) of its decision to withdraw from the Agreement an unequivocal statement (see below annex 1). If Private Customer uses this option, 1BOX will communicate to Private Customer an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay. To meet the withdrawal deadline, it is sufficient for Private Customer to send its communication concerning its exercise of the right of withdrawal before the withdrawal period has expired. If Private Customer withdraws from the Agreement, 1BOX shall reimburse to Private Customer all payments received from Private Customer, without undue delay. If Private Customer requested to begin the performance of storage services during the withdrawal period, Private Customer shall pay 1BOX an amount which is in proportion to what has been provided until Private Customer has communicated 1BOX its withdrawal from the Agreement, in comparison with a full performance of the Agreement.

4.6 1BOX may, at its own discretion, proceed with the paper or electronic invoicing of the monthly storage charges and fees (using the email address specified by the Customer in case of electronic invoicing). If Customer insists on getting paper invoices through the Post, 1BOX will charge a monthly fee for this service provided. In addition, Customer accepts e-mail as a proper and sufficient method of communication between the Customer and 1BOX, for all purposes.

4.7 If the payment of the monthly storage charge and fees is not received in full on the due date, 1BOX may deny Customer access to the Storage Unit until such time that the total outstanding balance is settled 1BOX may also charge an administrative fee of 20 EUR after the 1st reminder notice and an administrative fee of 20 EUR after the 2,d reminder notice. Each subsequent reminder notice can lead to the reimbursement of additional debt collection costs as described under article 12.3.

4.8 If any storage charge or fee due under this Agreement is not paid within 30 days of the due date 1BOX has the following additional rights:

- a) to break the existing lock on the Storage Unit and install a new one,
- b) to remove the Goods from the Storage Unit to such alternative storage facilities as 1BOX may decide without incurring any liability for loss or damage arising by virtue of such removal,
- c) to charge the Customer the full casts of removal of the Goods from the Storage Unit and storage casts elsewhere together with any repeated cost thereof should 1BOX require that the Goods be moved at any time thereafter,
- d) to terminate the Agreement and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly storage charge,
- e) to consider the Goods in the Storage unit as abandoned goods and to dispose of these goods at 1BOX's sole discretion.

The proceeds of any sale in accordance with clause 4.8 may be retained by 1BOX and applied to discharge any expenses incurred by 1BOX in exercising 1BOX's rights under this clause and any further sums owing to 1BOX under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by 1BOX. Nothing in this clause shall prejudice 1BOX's entitlement to payment of storage charges or any other sums due to 1BOX hereunder whether or not 1BOX has chosen to exercise any or all of its rights as set out above.

4.9 Customer agrees that all the Goods in the Storage Unit shall be security for 1BOX's entitlement to payment of the storage charges, fees and any other sums due to 1BOX, to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

Article 5. Safety Notices

5.1 Entering and leaving the storage facility

Customers are provided with a personal access code to the 1BOX storage facility, which code needs to be used every time the Customer wants to access the Storage Unit.

1BOX does not permit the following of another customer / vehicle inside or outside the storage facility without having entered the personal access code. The Customer needs to assure that the doors and the gates are closed after entering or leaving.

An access code is strictly personal and may under no circumstances be used by third parties. In the event that a Customer wants to give third parties access to the Storage Unit, Customer has to obtain specific access codes for that purpose. Customer is responsible for the third parties to whom additional access codes have been issued.

Should a Customer forget the personal access code a new code can be obtained from the 1BOX store personnel. For safety reasons personal codes

are not provided by telephone, email or SMS.

Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised at the office of your 1BOX site. Access outside these agreed hours is not allowed.

Any move-in into new Storage Units can only happen during office hours with the help and under the supervision of the store personnel.

If 1BOX and Client agree that the Storage Unit is accessible outside of the advertised opening hours a monthly fee will be charged by 1BOX for this service provided.

1BOX is not responsible for any temporary technical failure, snow, hindrance, etc. preventing the Customer from entering and leaving of the Storage Unit and the use of an elevator.

5.2 Customer access to the Storage Unit

Each Storage unit is secured with a purpose-built locking system allowing insertion of a personal cylinder lock or padlock. 1BOX does not have keys to access the Storage units.

A Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock or padlock. Fitting a second lock is not allowed.

5.3 Emergency / Fire Procedure

Each Customer is responsible for familiarizing themselves with the Emergency, Safety and Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss. In the event of abuse, 1BOX will recover from the abusing Customer all costs involved.

5.4 Inside the Storage Facility

The speed limit for motorized vehicles is at all times the lower of

- (a) a safe speed or
- (b) 15 km/h or 10 mph. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility.

Smoking is strictly prohibited anywhere in the storage facility.

The use of trolley's, motor vehicles, elevators or any equipment provided by 1BOX shall always be for the sole risk of the Customer. Customer needs to ensure that none of these are operated or occupied by children. Children may not be left unattended anywhere in the storage facility. Any storage of a trolley owned by 1BOX inside a Storage Unit by Customer is prohibited under penalty of a fine of at least 30 EUR/ day stored.

The Customer may not store Goods to the effect that the maximum load capacity of the Floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with the store personnel.

Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. 1BOX is not responsible and declines any liability for injury or damage caused by or to the Goods. 1BOX shall be under no obligation to receive Goods for a Customer.

Article 6. Storage Unit and availability of the Storage Unit

- 6.1 At the later of
 - I. the start of the Agreement and
 - II. the actual move-in date, the Storage Unit is provided by 1BOX and accepted by the Customer, in a good state without defects and clean.
- 6.2 1BOX always has the right, no extra charge to the Customer, to provide the Customer a different Storage Unit of a similar or bigger size
- 6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, 1BOX has the option
 - 1) to provide the Customer with another Storage Unit, which meets the Customers' requirements or
 - 2) suspend the Agreement until a Storage unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the Agreement are suspended until the Storage Unit is made available to him and the Customer owes no charges up to the date on which a Storage Unit can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid. 1BOX is not liable for damage occurring to the Customer as a result of any delay in availability.
- 6.3 The Customer shall not be entitled to exclusive possession of any Storage Unit. 1BOX shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 days advance notice require that the Customer move the Goods to such alternative Storage Unit.

Article 7. Prohibition of subletting and assignment

- 7.1 The Customer may not sublet or share the Storage Unit in full or in part.
- 7.2 The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party without the prior written approval of 1BOX. The right to occupy the Storage Unit can only be exercised by the Customer.
- 7.3 1BOX is entitled to transfer its rights and obligations under the Agreement

to any other company within the 1BOX Group without the prior approval of the Customer.

Article 8. Liability and exclusion of liability

- 8.1 The storage of the Goods in the Storage Unit is and remains always at the sole risk of the Customer. 1BOX shall not be liable for any damage to the Goods whatsoever nor shall 1BOX be liable for any property damage or for any economic loss of the Customer.

1BOX provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility.

1BOX shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement and 1BOX accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.
- 8.2 1BOX will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection. 1BOX shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to 1BOX for any damage 1BOX could suffer as a result of these controls and inspections.
- 8.3 Customer shall indemnify 1BOX on a continuing basis against casts, claims, liabilities, damages or expenses which 1BOX suffers or incurs in connection with the use by the Customer of the Storage Unit including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit by the Customer.
- 8.4 1BOX is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Unit caused by third parties.
- 8.5 The Customer agrees that given
 - a) the availability of insurance to protect the value of the Goods,
 - b) the fact that 1BOX has taken no steps to verify the Customer's usage of the Storage Unit,
 - c) the fact that 1BOX has no means of evaluating the Customer's risk, and
 - d) the potentially large difference between the charges and fees paid by Customer to 1BOX and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

Article 9. Duty to insure

During the entire term of the Agreement the Customers shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of 1BOX) the loss shall be for the risk and account of the Customer.

In case such insurance is not subscribed through 1BOX, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of 1BOX under which all rights of recourse towards 1BOX, 1BOX's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through 1BOX. To the extent permitted by law, Customer will always hold 1BOX, 1BOX's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against 1BOX.

Article 10. Maintenance and repairs

- 10.1 1BOX may proceed at all times onto or into the Storage Unit to carry out (have carried out) activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.
- 10.2 Renovation and/or maintenance activities on the Storage Unit by 1BOX do not constitute any default by 1BOX, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit or entail access to the Storage Unit by 1BOX. The Customer must permit 1BOX the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the Agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.
- 10.3 Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or 1BOX property, 1BOX is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within seven (7) days of 1BOX sending such invoice.
- 10.4 In the event that 1BOX needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, 1BOX will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles 1BOX to access the Storage Unit and

move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

Article 11. 1BOX and third party access

- 11.1 In principle 1BOX and its employees only enter the Storage Unit with prior permission from Customer.
- 11.2 However, in the event of an emergency, 1BOX and its employees are entitled to enter the Storage Unit without permission and warning to the Customer, if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.
- 11.3 Furthermore, in the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, 1BOX shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.
- 11.4 1BOX and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of this Agreement or if 1BOX suspects that the Customer is not complying herewith. In particular, 1BOX has the right to deny Customer access to the Storage Unit and enter the Storage Unit in the event of late or non-payment of charges and fees due.
- 11.5 After entering the Storage Unit in accordance with this article 11, 1BOX has the right (but not an obligation) to make an inventory of the Goods.
- 11.6 1BOX is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. 1BOX accepts no liability for providing access to the Storage Unit to third parties

Article 12. Noncompliance with the Agreement and Termination

- 12.1 In the event that the Customer:
 - (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
 - (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
 - (c) is subject to any insolvency event,then 1BOX has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.
- 12.2 In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then 1BOX may exercise any of the rights set out in article 4 including the right to sell or dispose of the Goods.
- 12.3 The Customer shall reimburse to 1BOX all actually incurred costs of 1BOX in connection with debt collection and enforcement of the Agreement, as follows:
 - 15% costs on the first outstanding amount of 2.500 EUR,
 - 10% costs on the following outstanding amount of 2.500 EUR,
 - 5% costs on the following outstanding amount of 5.000 EUR,
 - 1% costs on the following outstanding amount of 190.000 EUR,
 - 0,5% costs on any remaining outstanding amount

Article 13. End of the Agreement

- 13.1 At the end of the Agreement, Customer must return the Storage Unit to 1BOX clean, tidy and unlocked and in the same condition as at the commencement date of the Agreement (normal wear and tear is taken into account) and, if in default thereof, shall reimburse 1BOX the costs expended by 1BOX in making good any damage caused by Customer.
- 13.2 Customer must remove all Goods in the Storage Unit.
- 13.3 All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to 1BOX or abandoned by the Customer (*res derelicta*) as decided by 1BOX. The Goods and items will be removed at the expense of the Customer (with a minimum of 50 EUR/m³). Customer remains fully liable for all costs and damage resulting from leaving the Goods. 1BOX is hereby granted full authority by Customer to sell Customer's Goods.

Article 14. Notices, change of address

- 14.1 From the start date of the Agreement, 1BOX may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Agreement) or by email or other electronic means (at the email or other electronic address provided by the

Customer).

- 14.2 The Customer must inform 1BOX in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

Article 15. Sales Tax

- 15.1 This article applies to the Customer who also qualifies as a company under the application of the 1968 Sales Tax law, hereinafter also called: the "Customer- company" and who will use the Storage Unit for activities for which the Customer- company has (minimum) 90% deduction right. This article is not applicable to Private Customers.
- 15.2 Sales taxes payable by the Customer-company mentioned in article 15.1.
- 15.3 By signing this Agreement in its capacity as company, the Customer-company consents to the Agreement being subject to tax.
- 15.4 The Customer-company and 1BOX explicitly declare that the lease price was determined based on the assumption that the Customer-company will use the Storage Unit, or will have it used, for at least the legal (minimum) percentage of activities which give right to the deduction of sales tax, and in such a way that an option can be made for a (sub)lease subject to sales tax.
- 15.5 The Customer-company and 1BOX make use of the possibility given by Notice 45, Decree of 24 March 1999, no. VB 99/571, to waive the introduction of a joint request opting for a lease with sales tax. To this end, a declaration signed by the Customer- company will be sufficient. This declaration will form an integral part of this Agreement.
- 15.6 When the Customer-company no longer uses the Storage Unit for activity entitling it to sales tax deduction, and as a result the exemption from full payment of the sales tax deduction, and as a result the exemption from full payment of the sales tax is ended, the Customer-company will no longer have to pay sales tax on the price to 1BOX or, where appropriate, 1BOX's legal successor(s). From the moment the exemption ends, the Customer-company will pay 1BOX, or where appropriate 1BOX's legal successor(s), next to the lease price excluding sales tax, a sum which fully compensates 1BOX or its legal successor(s) for:
 - (i) the sales tax no longer deductible on the operating costs of the Storage Units or investments therein,
 - (ii) the sales tax to be paid by 1BOX to the fiscal authorities as a result of a recalculation on the basis of article 15, paragraph 4 of the Sales Tax law of 1968, or a review on the basis of articles 11 up to and including 13 of the sales tax implementing decision of 1968,
 - (iii) all other damage suffered by 1BOX with the ending of the sales tax deduction.
- 15.7 The financial disadvantage suffered by 1BOX or, where appropriate, its legal successor(s), due to the termination of the option is compensated by the Customer- company to 1BOX, or where appropriate, its legal successor(s), at the same time as the periodic payments and is, with the exception of the damages as referred to in 15.6, sub (i), when possible settled by means of an annuity evenly spread over the remaining duration of the current Agreement period. However, 1BOX has the possibility to claim the disadvantage immediately and in full from the Customer- company when the Agreement is terminated for whatever reason.
- 15.8 That established under clause 15.6 sub (ii) is not applicable when the revision period for the deduction of the sales tax already paid on the rented property has expired at the moment of the conclusion of the current Agreement.
- 15.9 If a situation as referred to in 15.6 occurs, 1BOX, or, where appropriate, its legal successor(s) will inform the Customer-company which amounts must be paid by 1BOX or, where appropriate its legal successor(s), will cooperate if the Customer-company wishes to have the declaration (information) of 1BOX or, where appropriate its legal successor(s), verified by an independent certified public accountant. The costs involved are paid by the Customer-company.
- 15.10 In case the use or granted use of the Storage Unit for the purposes indicated under article 15.4 has not been complied with in any fiscal year, the Customer-company will inform 1BOX or, where appropriate its legal successor(s), within four weeks of the end of the relevant fiscal year by means of a declaration to this end signed by the Customer-company. Within the same period the Customer-company will send a copy of this declaration to the sales tax authorities.
- 15.11 If the Customer-company does not comply with the declaration obligation as referred to under article 15.10 and/or does not comply with the obligation of 'bringing into use' as referred to under article 15.13, or if it appears afterwards that the Customer- company based itself on an incorrect assumption and 1BOX or where appropriate, its legal successor(s) as a result discovers to have wrongly charged sales tax on the rent, the Customer-company is considered being in default and 1BOX or, where appropriate, its legal successor(s), is entitled to recover the resulting financial disadvantage from the Customer-company. These damages concern all sales tax to be paid by 1BOX or, where appropriate, its legal successor(s), to the tax authorities,

increased by the interests, any increases, and other costs and damages. Next to the regulation determined under article 15.6, this paragraph provides for a damage compensation arrangement in case the option is retroactively terminated. The extra damages resulting for 1BOX or, where appropriate its legal successor(s), from this retroactive termination are immediately, fully and wholly claimable from the Customer-company. 1BOX or, where appropriate its legal successor(s) will cooperate if the Customer-company wishes to have the declaration regarding these extra damages to 1BOX or, where appropriate its legal successor(s), verified by an independent certified public accountant. The associated costs are paid by the Customer-company.

15.12 That established under articles 15.6, 15.7, 15.9 and 15.11 is also applicable if 1BOX or, where appropriate its legal successor(s), is confronted either after or on the occasion of the premature termination of the Agreement with damages due to the ending of the deduction option for the parties. Such damages become immediately, fully and wholly claimable by 1BOX or its legal successor(s).

15.13 Without prejudice to that stipulated in the Agreement, the Customer-company will start using the Storage Unit in accordance with the option right before the end of the financial year following the financial year in which the Customer-company started to use the Storage Unit.

Article 16. Privacy

16.1 The Customer's personal data are processed by 1BOX as the data controller under the applicable data protection laws, and in accordance with the rules defined in the 1BOX Privacy Policy (available on-line or in print if requested at any store). This Policy defines the reasons why 1BOX processes the personal data, the rights of the Customer vis-à-vis the personal data and other important aspects of the way 1BOX processes that personal data.

16.2 The Customer's data as kept in the files of 1BOX are and remain 1BOX's sole and exclusive property, without prejudice to the applicable data protection laws.

Article 17. Applicable law and competent court

17.1 The Courts where the Storage Unit is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of 1BOX to bring suit at another Court which has jurisdiction under the applicable law.

17.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to this Agreement.

Article 18. General

18.1 If 1BOX finds that a Customer entered into this Agreement as a Private Customer but is using the Storage Unit for the purposes of its trade, business, craft or profession, 1BOX reserves the right not to apply the specific rules under this General Terms and Conditions applying to Private Customers.

18.2 If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.

18.3 Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on 1BOX's website. 1BOX has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the 1BOX website). Modified general terms and conditions are applicable 30 days after notice is received from 1BOX or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed 1BOX in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Agreement as of the commencement date of the amended general terms and conditions (taking however into account a minimum notice period of 15 days).

18.4 Where two or more customers constitute the Customer, all obligations shall be joint and several.

18.5 **US Patriot Act** - Customer represents and warrants that he is not, is not owned or under the control of a person or entity that is, and is not located or operating in any country that is

- (i) listed on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, or in any other anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control in the United States Department of the Treasury, or
- (ii) prohibited from entering this agreement by Executive Order 13224, the USA Patriot Act, the Trading with the Enemy Act or the foreign asset

control regulations of the United States Treasury Department.

Annex 1. Model withdrawal form Private Customers

To 1BOX Nederland B.V., Steenplaatsstraat 2c, 2288 AA Rijswijk (via post or by- mail at info@1BOX.nl)

I hereby give notice that I withdraw from the 1BOX storage agreement, ordered on [date],
[Name of Customer],
[Address of Customer],
[Signature of Customer]
[Date]

