



## 1. Article 1. Scope and definitions.

**1.1.** These General Conditions apply to all rental agreements between 1Box Holding B.V. (located at Steenplaatsstraat 2c, 2288 AA Rijswijk, the Netherlands, registered in the Dutch Chamber of Commerce under number 66894026), including all of its subsidiaries, hereinafter collectively referred to as '1Box', and tenants using storage space (or using any other storage product or storage service such as parking, bulk surfaces, locker, container, etc.), hereinafter referred to as 'the Customer'. The 1Box establishment, the storage unit used, the storage product or the storage service are referred to as the 'Storage Unit' while the Self-Storage Agreement and the General Rental Terms are referred to as the 'Agreement'. For the goods stored or placed anywhere on the 1Box premises (including the storage unit), the reference 'the Goods' is used. The 'Privacy Statement' and 'Cookies Statement' refer to such statements as available on 1Box's website.

## 2. Article 2. Destination and Use.

**2.1.** 1Box leases storage space (Storage Unit) to the Customer in accordance with the terms of the Agreement for the sole purpose of storing (permitted) goods. The Customer is not permitted to give the rented Storage Unit any other purpose. The Customer expressly acknowledges and agrees that nothing in the Agreement shall be construed as conferring on the Customer any ownership or any other right in rem over the Storage Unit. In addition, 1Box shall never act as holder, guardian or custodian of the rented Storage Unit and/or the stored Goods. Upon entering into the Agreement, the Customer warrants that it alone possesses the legal and/or beneficial ownership of the Goods and accepts all liability in connection with the Goods (including all disputes relating to disputes of title or right of possession). The Customer shall indemnify and hold 1Box harmless from any and all costs, claims or actions by third parties in connection with or based on (a claim to) the Goods (including disputes of title or possession to/of the Goods).

**2.2** The Customer shall use and maintain the storage space with due care and in accordance with the permitted use and the Agreement. The storage facility shall be kept locked and clean at all times. The Customer shall comply with applicable environmental regulations in effect from time to time in the storage facility, including but not limited to those relating to recycling, waste disposal, energy and water consumption and energy conservation. The Customer is responsible for cleaning up debris and waste in the storage area. The Customer is not allowed to dump or dispose of waste or items (or any part thereof) inside or outside the storage area under penalty of a fine of at least EUR 50 per m3 to reimburse (waste) disposal costs. Trolleys are available for the convenience of our customers. After use, the trolley must be returned to the depot undamaged. Failure to do so will result in a fine of EUR 200 being billed to the Customer's account.

**2.3** Customer confirms having visited the Storage Unit and inspected and accept them in good condition and suitable for the legal and agreed purpose and use Customer expects to make of them. The Customer understands and accepts the level of safety and security. 1Box expressly makes no warranties and assumes no liability with respect to the legal and agreed purpose and use on the one hand and the safety and security expectations on the other hand.

**2.4.** Customer accepts that all specified dimensions of a Storage Unit are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the size indicated in the Agreement does not give any party any right and can never result in a price adjustment.

**2.5.** The Customer shall comply with all provisions of this Agreement, the law and local regulations and any instructions from the authorities, utilities and insurers.

**2.6.** The Customer acknowledges and agrees to be fully responsible and liable for all actions of the persons accessing the Storage Unit or using the Customer's access code and any reference to "Customer" in these terms and conditions shall include a reference to such persons.

**2.7.** The Customer is obliged to use the Storage Unit in such a way that the surroundings, the environment and other users are never disturbed or damaged in any way (e.g. no noise from radios and other appliances, no dust or smells and no leaks). The Customer must always take the necessary precautions to prevent such surrounding and environmental nuisance and/or damage.

**2.8.** The Customer is not permitted to:

- (a) use the Storage Unit as a workshop,
- (b) conduct trading activities from the Storage Unit,
- (c) to use the Storage Unit as a place of business, domicile or registered office of a corporation,
- (d) use the Storage Unit for illegal, criminal or immoral activities and not in connection with tax fraud,
- (e) without the prior written consent of 1Box to connect electrical devices or other appliances / services in the Storage Unit; in case of permitted use of electrical devices, they must always be switched off in the absence of the Customer,
- (f) use the Storage Unit as (temporary) living quarters or live or sleep in the Storage Unit,
- (g) install fixed installations in or on the Storage Unit without the prior written consent of 1Box.

**2.9.** Customer is prohibited from storing the following Goods in the Storage Unit (this list is not exhaustive):

- (a) jewelry, furs, coastal objects or collection pieces,
- (b) cash (cash), securities or shares,
- (c) any object that gives off smoke, odors or smells, birds, fish, animals or any other living organism,
- (d) waste and all types of waste (including animal and toxic/hazardous waste),
- (e) food and other perishable items unless they are packed so tightly that they will not attract vermin or cause any other form of nuisance,
- (f) firearms, explosives or ammunition,

(g) illegal substances such as drugs, illegal items or goods obtained illegally such as contraband or stolen goods, etc.

(h) chemicals, radioactive materials, biological agents,

(i) asbestos and/or blue leather,

(j) (artificial) manure,

(k) gas cylinders and/or batteries, batteries,

(l) fireworks,

(m) car and/or motorcycle wrecks; the storage of (old timer) cars and/or motorcycles that are not wrecks is allowed on the condition that under the car and/or motorcycle a protection tray or protection mat approved by 1Box is present in order to prevent leaking oil from damaging the environment, also the presence of fuel in the designated fuel tank must be kept to a minimum; moreover, the Client must at all times maintain adequate insurance for these cars and/or motorcycles as cars and/or motorcycles are not covered under the Goods Insurance taken out with 1Box,

(n) flammable and combustible materials or liquids including gasoline and diesel (but excluding the minimum allowed for cars and/or motorcycles as stated above),

(o) any other toxic, flammable or hazardous substances or preparations classified as such under applicable laws or local regulations, such as: explosive substances and preparations such as aerosols, including air fresheners, hairspray, automobile varnish, lacquer and automobile windshield 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 nitric acid and perchloric acids; (highly flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windshield defroster, air freshener, contact adhesive and neoprene glue; (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;

(p) harmful substances and preparations such as cleaning agents, paint thinners, wood preservatives, paint removers; corrosive substances and preparations such as plumbing unblocking agents, descaling agents, caustic soda, strong acids, corrosive products such as oven and toilet cleaners; irritant substances and preparations; sensitizing substances and preparations;

(q) carcinogenic substances and preparations; mutagenic substances and preparations; substances and preparations toxic to reproduction; substances and preparations 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.

**2.10.** If the Customer acts in violation of clauses 2.8 and/or 2.9, the Customer shall be liable to 1Box for any damages that 1Box may suffer as a result and the Customer may be subject to criminal prosecution. The Customer accepts and understands that 1Box will not inspect the Goods or verify that they are in accordance with the terms of the Agreement.

**2.11.** In the event that it is suspected that the Customer is in breach of this Agreement, specifically in breach of clause 2, 1Box shall have the right but not the obligation to notify the competent authorities in this regard and give them access to the Storage Unit for verification purposes (all costs of which shall be borne by the Customer). 1Box may, but is not obliged to, notify the Customer of this.

## 3. Article 3. Rental Agreement and Rental Period.

**3.1.** An agreement, however named, shall first come into existence upon express written acceptance/confirmation by 1Box, whereby 1Box is lawfully represented by an authorized officer, or after performance has commenced. Quotes are based on the information and specifications provided by or on behalf of the client at the time of application. The client warrants the accuracy, completeness and reliability of the information provided by it.

**3.2.** A storage agreement is entered into for an initial minimum period of 1 month, unless otherwise agreed upon under the special conditions. After this minimum period of 1 month, the Agreement is automatically renewed for an indefinite period and may be terminated at any time in writing by either party by giving at least 2 weeks written notice.

## 4. Article 4. Rent and non-payment

**4.1.** Rents and fees due will be invoiced per calendar month in advance along with any VAT due (if applicable). When signing the Agreement, the Customer must:

(a) pay an initial invoice due that strikes the rent and any fees and charges related to the 1st month's storage,

(b) pay a one-time administration fee (for new customers only). In the event that the Customer effectively occupies the Storage Unit after the 15th day of a calendar month then upon signing the Agreement the Customer will also owe the rental fee and any fees and charges for the following calendar month.

**4.2.** The rent (excluding any taxes) will remain unchanged for the first six (6) months of the Agreement. Thereafter, 1Box reserves the right to adjust the rent and any fees from time to time. Revised rental rates and charges are applicable 30 days after publication or written notice by 1Box. 1Box may require Customer to pay an additional deposit equal to 1 month's rent upon signing the Agreement to ensure proper compliance with the Agreement. 1Box may recover from this security deposit (without being obligated to do so) all unpaid rentals, fees and expenses resulting from a failure to comply with the Agreement. If 1Box deems it necessary to exercise recourse against the security deposit provided, then the Customer must immediately replenish the security deposit until the amount again matches the amount of the initially paid security deposit. No interest will ever be paid by 1Box on deposited deposits.

**4.3.** The Customer undertakes to pay the monthly rent and charges in advance, before the first day of each calendar month. Failure to do so will place the Customer in default without any notice being required.

**4.4.** If the Customer cancels or modifies the Agreement before the Storage Unit is actually in use, the Customer will nevertheless owe a fee to 1Box equal to the rental fee and any charges for a period of 15 days. The remainder of the rent, fees and

charges paid upon signing the Agreement will be refunded by 1Box to the Customer. Such refund will never be by cash. Insurance premiums paid will never be the subject of a refund.

**4.5.** 1Box may, at its sole discretion, prepare paper or electronic invoices for the mailing of monthly rentals and charges and use the e-mail address provided by the Customer for that purpose. In addition, for all purposes, the Customer accepts e-mail as a proper and adequate means of communication between 1Box and the Customer.

**4.6.** If payment of the monthly rental fee and charges is not received in full by the agreed payment date, 1Box may deny the Customer access to the Storage Unit until the total outstanding balance is paid. 1Box may also charge an administrative fee of EUR 25 after the 1st reminder.

**4.7.** Once the Customer is in default or the rent or any fee due under the Agreement is not paid within 30 days of the agreed payment date then 1Box acquires the following additional rights:

- (a) breaking the lock installed on the Storage Unit and until a new lock is installed,
- (b) the ability, at its sole discretion, to remove the Goods from the Storage Unit in order to transfer them to alternative storage locations without any liability for any loss or damage resulting from such removal/transfer,
- (c) the ability to charge the Customer for all costs arising from the removal and transfer of the Goods and the additional storage costs elsewhere together with any costs that repeated removals/transfers would incur,
- (d) the option to terminate the Agreement immediately and then charge the Customer a monthly occupancy fee in an amount equal to the monthly rent,
- (e) the possibility for 1Box to consider the Goods in the Storage Unit as abandoned goods (res derelicta) and, at its discretion, to dispose of such Goods,
- (f) transfer its right of action to a collection agency or similar organization.

The proceeds of a sale in accordance with Article 4.7 1Box shall accrue to 1Box to the extent necessary to pay any expenses incurred by 1Box in connection with the exercise of rights under this clause and to discharge any other sums due to 1Box under this Agreement. The balance of the proceeds will be refunded to the Customer. If a Customer cannot be located or fails to collect the balance of proceeds, 1Box will continue to maintain the balance of proceeds for account of the Customer. Nothing in this clause shall affect 1Box's right to payment in respect of rental fees or any other sum due under this Agreement and this whether or not 1Box has elected to exercise the rights specified above.

**4.8.** The Customer agrees that all Goods in the Storage Unit serve as security for 1Box's right to payment of rent, charges or any other sum due and that access to the Goods may be denied until such time as all outstanding sums are paid. The Customer also accepts that such security over the Goods in the Storage Unit may result in a loss of ownership.

## **5. Article 5. By-laws.**

**5.1.** Entering and leaving the 1Box facility. The Customer receives a personal access code that allows entry into the 1Box facility. Each time the Customer wishes to access the Storage Unit, the Customer must use the personal access code. The Customer should not enter or leave the 1Box premises by entering / leaving with another customer or vehicle without having entered the personal access code. The Customer should always ensure that all doors and gates are closed after entering or leaving the 1Box establishment. An access code is strictly personal and may under no circumstances be used by third parties. In the event that a Customer wishes to give third parties access to the Storage Unit, the Customer must request specific access codes for this purpose. The Customer will always be responsible for the third parties to whom additional access codes have been issued. Should a Customer forget the personal access code, the Customer must personally request a new access code from the 1Box Store Manager or a store employee. Unless otherwise agreed, the Storage Unit is accessible to the Customer during the hours and days as advertised at the 1Box store office. Access outside these permitted hours and days is not permitted. A Customer may occupy a new Storage Unit only during the advertised hours of operation and only with the assistance and supervision of the 1Box Store Manager or a store employee. If 1Box and Customer agree that the Storage Unit can be accessed outside of the advertised opening hours, 1Box may charge the Customer a monthly fee for this service provided. 1Box is not responsible for any temporary technical failures, snow or inconveniences, and similar occurrences and conditions that prevent the Customer from entering/exiting the Storage Unit or that prevent the use of the elevators.

**5.2.** Customer access to the Storage Unit. Each Storage Unit is secured with a specially designed locking system to which a personal lock is attached. 1Box has no keys that give it access to the Storage Units. The Customer is solely responsible for correctly locking the Storage Unit using the personal lock. The attachment of a second lock is not permitted.

**5.3.** Procedure in case of emergency/fire. Each Customer is required to become familiar with safety procedures in the event of an emergency or fire and to learn the fire and escape routes. Emergency exits are located throughout the building and are clearly marked. A Customer must never block these emergency exits with Goods and must leave these exits clear at all times. The Customer can only use the emergency exits in the event of situations requiring emergency evacuation such as fire or power failure. In case of misuse, 1Box will recover from the Customer all costs caused by this.

**5.4.** Within the storage establishment. The speed limit for motorized vehicles at all times is the lower of

- (a) a safe speed or
- (b) 15 km/h Parking is permitted only in designated areas.

Within the Storage establishment, traffic regulations apply. A strict no smoking policy applies inside the 1Box establishment. The use of trolley cars, motor vehicles, elevators or any other equipment provided by 1Box is always at the Customer's own risk. The Customer must ensure that none of these are used or operated by children. Within the 1Box establishment, children must not be left alone anywhere. Trolley

trolleys owned by 1Box may not be stored by a Customer in a Storage Unit of 1Box under penalty of a fine of at least EUR 30 per trolley / per day stored. The Customer may not store Goods if this exceeds the maximum load-bearing capacity of the floor. The maximum floor load capacity in many cases is 500kg/m<sup>2</sup>. The Customer is responsible to ensure compliance and the Customer must discuss the maximum load capacity with the 1Box Store Manager or a store employee. Goods in the Storage Unit must always be stored in a safe manner without putting pressure on the walls. 1Box is not responsible and assumes no liability for injury/damage caused by or to the Goods. 1Box has no obligation to accept Goods for the Customer.

## **6. Article 6. Storage Unit and availability of the Storage Unit**

**6.1.** At the latest at the time of:

- (a) the start date of the Agreement, or
- (b) the actual taking into use of the Storage Unit, the Storage Unit is delivered and accepted in good condition without defects and broom clean.

**6.2.** 1Box always has the right to offer the Customer another Storage Unit of a similar or larger type at no additional cost to the Customer.

**6.3.** If a Storage Unit of the agreed type is not available on the date of commissioning the Storage Unit, 1Box will have the choice:

- (a) Offer the Customer a Storage Unit of another type to the extent that it meets the Customer's needs or
- (b) suspend the Agreement until such time as a Storage Unit of the agreed type is available. In the latter case, the Customer's obligations under the Agreement shall be suspended until the Storage Unit is available and the Customer shall not owe any rental and charges until the day the Storage Unit is actually made available. In addition, in such case, as the sole remedy, the Customer has the right to terminate the Agreement against full refund of the rental fees and charges paid. 1Box shall never be liable for any damages incurred by the Customer as a result of any delay in the availability of a Storage Unit.

**6.4.** The Customer is not entitled to the use of a specific Storage Unit 1Box shall have the right at any time to propose an alternative Storage Unit and the right to require the Customer to move the Goods to the proposed alternative Storage Unit, provided that prior notice is given with at least 14 days' notice.

## **7. Article 7. Prohibition of sharing and transfer**

**7.1.** The Customer is not permitted to share the Storage Unit in whole or in part, or to sublease or to allow it to be used in any way by third parties.

**7.2.** This Agreement is personal and the Customer agrees that it is prohibited from transferring the Agreement to third parties carry unless prior written approval is given by 1Box. The right to use the Storage Unit can only be exercised by the Customer.

**7.3.** 1Box may assign its rights and obligations under the Contract to any company within the 1Box Group, or any party, in its sole discretion and on any basis whatsoever, without the prior approval of the Customer. The Customer consents in advance to such contract assignment.

## **8. Article 8 Determination of Liabilities**

**8.1.** The risk associated with the storage of Goods in the Storage Unit shall always and exclusively be borne by the Customer and 1Box shall not be liable for any damage to the Goods nor shall 1Box be liable for any other damage or economic loss, including consequential damage, lost income or profit or loss of business of the Customer, to the extent such damage exceeds EUR 100. 1Box does not exclude liability for death or personal injury if caused by the gross negligence or willful misconduct of 1Box or its employees.

**8.2.** 1Box makes no warranties or assurances to the Customer as to the custody, control or security concerning the 1Box premises or the Storage Unit. 1Box will not inspect the Goods nor will it verify the suitability of the Goods for storage or their compliance with the statutory provisions and the provisions and/or limitations of this Agreement. 1Box assumes no liability for any damage to the Customer if the storage of the Goods should be improper, unsafe or illegal.

**8.3.** 1Box will permit inspections or checks into the Storage Unit by investigative and enforcement agencies. 1Box will not be required to notify the Customer in this regard, nor will 1Box proceed to verify the rights of such agencies. 1Box is not liable for the consequences of such inspections or controls. 1Box shall therefore (without limitation) not be liable for any damage to the Goods and/or locks and fitted installations arising during such inspections and checks. The Customer shall at all times be liable for any damage that 1Box may suffer as a result of the inspections or checks.

**8.4.** The Customer shall indemnify 1Box, on a continuing basis, against any costs, claims, liabilities, damages or expenses that 1Box suffers or incurs as a result of the Customer's use of the Storage Unit including any claims filed by any third party or governmental authority/agency as a result of the Customer's use of a Storage Unit.

**8.5.** 1Box shall never be liable for the indirect or consequential damages suffered by the Customer including lost purchase, lost profits, lost opportunities, loss of anticipated savings, lost reputation or any damages resulting from the activities of other customers or as a result of impediments in the use of the Storage Unit caused by third parties.

**8.6.** Customer agrees that given:

- (a) the availability of insurance to protect the value of the Goods,
- (b) preventing 1Box from accessing the Storage Unit and controlling the Customer's use of the Storage Unit,
- (c) the fact that 1Box does not have the opportunity to correctly assess the risk, and
- (d) The potentially large difference between the rents/costs paid by Customer and the damage Customer may suffer, the exclusions and limitations of liability in this Article 8 are reasonable and equitable.

## **9. Article 9. Obligation to insure (for rental agreements entered into prior**

to 1 October 2025)

**9.1.** Throughout the term of the Agreement, the Customer must insure the Goods against loss and damage within the framework of an all-risk goods insurance policy based on a level to be chosen by the Customer, but at least sufficient to insure the full value of the Goods.

**9.2.** Failure to do so will result in all loss and damage (from any cause excluding intentional and gross negligence by 1Box) being at the risk and expense of the Customer.

**9.3.** In the event that such insurance is not arranged through 1Box, Customer agrees to underwrite such insurance with a reputable insurance company. Such insurance must contain an article in favor of 1Box pursuant to which the insurer waives all rights of recourse against 1Box, 1Box's insurers and contractual partners. In addition, upon entering into the Agreement, the Customer is obligated to provide 1Box with proof (certificate) of such insurance.

**9.4.** Until such proof is delivered, 1Box will automatically include in its all-risk goods insurance underwriting through 1Box, for a monthly fee.

**9.5.** If there is damage or loss of Goods based on a circumstance under which and there could be a claim under 1Box's insurance, the Customer must send a notice to 1Box within 7 days stating the Customer's intention to claim under the insurance. 1Box will promptly notify its insurer of the claim.

**9.6.** The Customer shall always indemnify and hold harmless 1Box, 1Box's insurers and contractual partners against any claims by the Customer's insurers.

**9bis. Article 9 bis Obligation to insure (for rental agreements entered into from 1 October 2025)**

**9.1bis.** Throughout the term of the Agreement, 1Box will extend the benefit of its goods insurance policy to the Customer, for a monthly fee, which is dependent on the size of the Storage Unit.

**9.2bis.** The maximum insured amount per Storage Unit is determined by 1Box and depends on the size of the Storage Unit. The Customer is advised to take out additional insurance if the Customer wishes to store goods with a higher value than the maximum insured amount for the Storage Unit. 1Box is not obligated to notify the Customer if the Customer declares a value exceeding the insured amount.

**9.3bis.** If the Customer wishes to take out additional insurance, the Customer agrees to underwrite such insurance with a reputable insurance company. The additional insurance must contain a clause in favour of 1Box pursuant to which the insurer waives all rights of recourse against 1Box, 1Box's insurers and contractual partners.

**9.4bis.** Failure to take out additional insurance will result in any loss or damage exceeding the insured amount under the all-risk goods insurance policy of 1Box (from any cause excluding intentional and gross negligence by 1Box) being at the risk and expense of the Customer.

**9.5bis.** If there is damage or loss of Goods based on a circumstance under which a claim could be made under 1Box's insurance, the Customer must send a notice to 1Box within 7 days stating the Customer's intention to claim under the insurance, and thereafter promptly send the claims details to the relevant claims party, as detailed in the summary of cover.

**9.6bis.** The Customer shall always indemnify and hold harmless 1Box, 1Box's insurers and contractual partners against any claims by the Customer's insurers.

**10. Article 10. Maintenance and repair**

**10.1.** 1Box shall at all times have access to the Storage Unit in order to perform (or cause to be performed) work and research in connection with maintenance, repair, renovation, expansion and repartitioning, including the installation of additional facilities.

**10.2.** Renovation and/or repair/maintenance work of or on the Storage Unit does not constitute a defect, even if such work on the one hand (temporarily) restricts or prevents the enjoyment and use of the Storage Unit on the other hand causes 1Box to gain access to the Storage Unit. The Customer shall tolerate the renovation and/or repair/maintenance work and give 1Box the opportunity to do so, without entitlement to settlement, reduction of the rent or any other payment obligation, full or partial termination of the Agreement and/or damages as a result of the renovation and/or work.

**10.3.** The Customer shall take the necessary precautions to prevent damage to the Storage Unit or the property of third parties. In the event of damage to the property of third parties or 1Box's property, 1Box shall at all times be entitled to make repairs at the expense of the Customer. The Customer agrees to make payment of invoices for such repairs within 7 days of such invoice being sent.

**10.4.** In the event that 1Box requires access to the Storage Unit or if the Goods need to be moved from the Storage Unit for the above purposes, 1Box will notify the Customer if time and circumstances permit. If necessary, 1Box will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. If the Customer fails to do so, 1Box may enter the Storage Unit in order to move the Goods, with due care but at the risk of the Customer, to another Storage Unit itself.

**11. Article 11. Access due to 1Box and/or third parties**

**11.1.** In principle, 1Box and its employees will only enter the Storage Unit with the prior consent of the Customer.

**11.2.** In emergencies, 1Box may also enter the Storage Unit (if necessary by breaking open) without the Customer's consent or warning to the Customer. Emergency here includes maintenance, repairs and renovation and all sudden events that require urgent access.

**11.3.** In addition, at the request of state, local, regulatory or criminal government bodies and agencies at all times the right to provide themselves and these

governments and agencies with access to the Storage Unit.

**11.4.** 1Box also has the right to remove all locks, enter the Storage Unit without permission and deny the Customer access to the Storage Unit in the event that the Customer fails to comply with (any of) the obligations under the Agreement or if 1Box suspects that they are not being complied with or are not being complied with correctly. Specifically, 1Box has the right to deny the Customer access to the Storage Unit and to enter the Storage Unit in the event of non-payment of rental fees and charges due.

**11.5.** After entering the Storage Unit in accordance with this Article 11, 1Box shall have the right (but not the obligation) to take an inventory of the stored Goods.

**11.6.** 1Box has no obligation to monitor a third party's access rights to the Storage Unit, including the access rights of national, local, regulatory or criminal governmental bodies or agencies. For actual provision of access to the Storage Unit by 1Box and/or these governmental bodies and agencies, 1Box assumes no liability whatsoever.

**12. Article 12. Non-compliance and dissolution of Agreement.**

**12.1.** In the event that the Customer:

(a) fails to comply with any obligation imposed by law, national or local government authorities, or

(b) fails to perform its obligations under the terms of this Agreement (including defaults on rent and charges due), or

(c) is declared bankrupt or becomes subject to any other insolvency-related measure, then 1Box shall obtain the right at any time to terminate the Agreement immediately with a notice period of 14 days and without prejudice to its existing rights and remedies. In addition, 1Box shall remain entitled to recover from the Customer all losses, rentals, fees and expenses due.

**12.2.** In the event of termination of this Agreement, Customer shall be notified of such termination and shall remove his/her Goods from the Storage Unit within 14 days of such notification. If the Customer fails to do so, 1Box may exercise the rights granted under clause 4, including the right to sell or dispose of the Goods.

**12.3.** Costs incurred in connection with collection and compliance with the agreement shall be reimbursed by the customer as follows:

(a) 15% fee on the first outstanding amount of €2,500,

(b) 10% charge over the next outstanding amount of €2,500,

(c) 5% fee on the next outstanding amount of €5,000,

(d) 1% fee on the next outstanding amount of €190,000,

(e) 0.5% fee on the remaining outstanding amount.

**13. Article 13. Termination of Agreement**

**13.1.** At the end of the Agreement, the Customer is obliged to return the Storage Unit to 1Box clean, fully vacated, unlocked and in the same condition as on the commencement date of the Agreement (subject to normal wear and tear). If the Customer defaults, the Customer shall reimburse the costs incurred by 1Box in order to repair any damage.

**13.2.** All Goods left behind by the Customer in the Storage Unit after the termination of the Agreement shall be deemed to have been either transferred to 1Box for no consideration or surrendered by the Customer (res derelicta), this at the discretion of 1Box. The abandoned Goods will be removed by 1Box at the expense of the Customer (with a minimum of 50 EUR/m<sup>3</sup>) The Customer remains fully liable for all costs and damages resulting from the abandonment of these Goods 1Box is hereby irrevocably authorized by the Customer to sell its Goods, if any. The revenue from the sale of the abandoned Goods shall be entirely for the account of 1Box.

**14. Article 14. Notices, change of address**

**14.1.** From the effective date of the Agreement, 1Box, may send all notices or communications to the Customer either by mail (at the address stated in the Agreement) or by email or other electronic means (at the email address or any other electronic address communicated by the Customer).

**14.2.** The Customer must notify 1Box in writing of any change of the mailing address, electronic address or telephone number and this before any such change takes effect.

**15. Article 15. Personal data and privacy**

**15.1.** 1Box processes the Customer's personal data. For a complete overview of 1Box's processing activities, please refer to the Privacy Statement and Cookie Statement.

**16. Article 16. Applicable law and competent court**

**16.1.** All disputes which may arise out of or in connection with this Agreement shall be subject to the jurisdiction of the court of the district in which the Storage Unit is located. This is without prejudice to 1Box's right to apply to any other court having jurisdiction in accordance with applicable law.

**16.2.** The laws and regulations of the country or territory in which the Storage Unit is located shall be extensively applicable to this Agreement.

**17. Article 17. Final Provisions**

**17.1.** If any part of this Agreement is void or voidable, this shall not affect the validity of the remaining part of the Agreement. Instead of the void or voidable part, what is deemed agreed is that which comes closest in a legally permissible manner to what the parties would have agreed if they had known about the voidness or voidability.

**17.2.** The Customer understands and accepts these general rental conditions and the Customer accepts that the general conditions are available free of charge both in the form of a paper copy as well as online via 1Box's website. 1Box is entitled to modify these general rental terms and conditions (the Customer will be notified by mail, email or 1Box's website prior to the implementation of any changes). Amended terms and conditions will be effective 30 days after a notice is received from 1Box or

a notice is posted on 1Box's website. The Customer is deemed to agree to the changes unless the Customer has notified 1Box in writing within the aforementioned 30-day period that it does not agree with the changes. In the event of a proposed change to the general terms and conditions, the Customer is entitled to terminate the Agreement as of the effective date of the amended general terms and conditions (subject to 15 days' notice).

**17.3.** All obligations under the Agreement shall be deemed joint and several, when the Customer consists of 2 or more persons.

**17.4.** US Patriot Act - Customer acknowledges and represents that it is not owned or controlled by any person or entity not located or operating in a country that is

(a) 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 (b) he/she is prohibited from entering into this Agreement pursuant to "Executive Order 13224, the USA Patriot Act, the Trading with the Enemy Act" or the regulations controlling foreign assets of "the United States Treasury Department".

## **18. Article 18. Sales Tax**

**18.1.** This article applies to the Customer (lessee) who is considered an entrepreneur for the purposes of the Turnover Tax Act 1968 - hereinafter also referred to as "the Customer entrepreneur" - and who will use the Storage Unit for services for which the Customer entrepreneur is entitled to at least 90% deduction. This article does not apply to private individuals.

**18.2.** By the Customer-entrepreneur mentioned in clause 18.1 is sales tax due.

**18.3.** Customer-entrepreneur, with reference to article 11 paragraph 1 opening words under b part 5 of the Turnover Tax Act 1968 and article 6a of the Sales Tax Implementing Decision 1968, declares to have agreed with 1Box a rental with turnover tax.

**18.4.** The Customer Entrepreneur and 1Box expressly state that the rent is determined on the premise that the Customer Entrepreneur will permanently use or cause to be used the Storage Unit for at least the minimum percentage established or to be established by law for purposes for which there is a full or substantially full right to deduct sales tax under Article 15 of the Sales Tax Act 1968.

**18.5.** The Customer Entrepreneur and 1Box take advantage of the option provided by Notice 45, Decree of March 24, 1999, No. VB 99/571, waive a joint option request for a sales-taxed rental and suffice with a statement to be completed and signed by the Customer Entrepreneur that forms an integral part of the Agreement.

**18.6.** If the Customer Entrepreneur does not (no longer) use the Storage Unit or allows it to be used for services that are entitled to a sales tax deduction and as a result the exemption from remittance of sales tax on the rent is terminated, the Customer Entrepreneur shall no longer owe sales tax on the rent to 1Box or its successor(s) in title, instead, the Customer Entrepreneur shall, with effect from the date on which such termination takes effect, owe to 1Box or its successor(s), in addition to the rent, such a separate fee as is fully compensated for:

(a) The not (any longer) deductible sales tax on the operating costs of the Storage Unit or investments therein as a result of the termination of the option for 1Box or its legal successor(s).

(b) The sales tax that 1Box has to pay to the tax authorities as a result of the termination of the option and recalculation as referred to in Article 15, paragraph 4 of the Turnover Tax Act 1968 or revision as referred to in Articles 11 to 13 of the Turnover Tax Implementing Decision 1968.

(c) Any other damages suffered by 1Box or its successor(s) by reason of the termination of the option.

**18.7.** The financial loss suffered by 1Box or its legal successor(s) due to the termination of the option shall always be paid to 1Box or its legal successor(s) by the Client-entrepreneur simultaneously with the periodic rent payments and, with the exception of the loss referred to in 18.6 sub I, if possible by an annuity, equally distributed over the remaining duration of the current rental period, it shall, however, remain immediately, fully and at once due and payable from the Customer Entrepreneur if the agreement is terminated prematurely for any reason. The provisions of 18.6(II) do not apply if the review period for input tax deduction for the Storage Unit has expired at the conclusion of the Agreement.

**18.8.** When a situation referred to in 18.6 occurs, 1Box or its legal successor(s) will notify the Customer Entrepreneur of the amounts that 1Box or its legal successor(s) is required to pay to the tax authorities and provide insight into the other damages referred to in

18.6 sub (iii) 1Box or its legal successor(s) will cooperate if the Client Entrepreneur wishes to have the statement of 1Box or its legal successor(s) audited by an independent chartered accountant. The costs thereof shall be borne by the Client Entrepreneur.

**18.9.** If the Storage Unit in any financial year has not been used for purposes as stated in 18.4, the Customer Entrepreneur shall notify 1Box or its legal successor(s) within four weeks after the end of the relevant financial year with a statement signed by the Customer Entrepreneur. Within the same period, the Customer Entrepreneur shall send a copy of that statement to the tax inspector.

**18.10.** If the Client Entrepreneur fails to comply with the information obligation as referred to in 18.10 and/or fails to comply with the obligation to take delivery as referred to in 18.4, or it subsequently transpires that the Client Entrepreneur used an incorrect starting point and 1Box or its legal successor(s), as a result, in retrospect, has wrongly charged sales tax on the rental price. its legal successor(s) as a result, as it subsequently turns out, has wrongly charged sales tax on the rental price, the Client Entrepreneur is in default and 1Box or its legal successor(s) is entitled to recover the financial disadvantage thereby incurred from the Client Entrepreneur. This disadvantage concerns the full sales tax that 1Box or its legal successor(s) still owe to the tax authorities, plus interest, any increases, as well as further costs and damages.