

## GENERAL TERMS AND CONDITIONS - STORAGE AGREEMENT

According to art. VI.91, §2 of the Code of Economic Law ("CEL"), without prejudice to the Act of 4 April 2014 on Insurance, the consumer can, after the tacit renewal of an agreement of a definite duration, terminate such an agreement at any time, without costs, subject to the notice period as defined in the agreement, without this period exceeding two (2) months.

The Storage Agreements are entered into between Shurgard and the Private Customer for a minimum initial period of 1 month. After that, the Storage Agreement will be tacitly renewed for an indefinite duration. If the Private Customer does not consent to automatic renewal, the Private Customer must notify Shurgard by e-mail of this according to article 3 of these General Terms and Conditions by giving a notice period of minimum fifteen (15) days. Therefore, such notification must be sent on the 15th of the month that the Storage Agreement was signed.

Once the Storage Agreement is tacitly renewed, the Private Customer has the right to always terminate the Storage Agreement, at any time and without additional cost, by notifying Shurgard per e-mail in accordance with article 3 of these General Terms and Conditions subject to a notice period of minimum fifteen (15) days.

## Article 1. Scope and definition

These general terms and conditions of storage (the "General Terms and Conditions") are applicable to all Storage Agreements between a company of the Shurgard Group, hereinafter called "Shurgard" on the one hand, and parties using storage space/units (or any other Shurgard storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand. The General Terms and Conditions also apply to, and govern the use of, the Shurgard mobile app (the "Mobile App") as described below. Where applicable in these General Terms and Conditions, a 'Private Customer' shall have the same meaning as a 'consumer' in the law, namely a natural person who is acting for purposes which are outside his trade, business, craft, or profession.

The Shurgard store, the used storage space, product or service is called the "Storage Unit" and the Storage Agreement including these General Terms and Conditions is hereinafter called the "Storage Agreement". All goods which are stored or placed anywhere in the relevant Shurgard storage facility (including the storage unit) are referred to as "Goods". The Storage Agreement does not fall under the scope of the Law of 30 April 1951 on Commercial Leases or the regional decrees having the same subject matter.

## Article 2. Purpose and use

2.1 Shurgard grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the Storage Agreement for 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 Storage Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Shurgard 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 Storage 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 Shurgard 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 Storage 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 waste 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 m<sup>3</sup> 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, Shurgard 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 expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, and to the extent permitted by law, Shurgard 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 Storage Agreement gives neither party any right or an entitlement to a price adjustment.

2.5 Customer will comply with the provisions of this Storage 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 a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate or 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 Shurgard; any authorized electrical appliances must always be switched off during absence,
- without prior written permission from Shurgard no fixed items may be installed in or on the Storage Unit.

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

- jewellery, 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 odor,
- birds, fish, animals or any other living 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 which cannot be charged whilst being on Site,
- 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 Shurgard-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 these General Terms and Conditions,
- combustible or flammable materials or liquids including but not limited to parfums, 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 reproduction;
  - 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 recognised by the following symbols:



Explosive / risk of explosion



Oxidising, facilitates the ignition of another product



Acute toxicity, dangerous product that can be deadly



Xn/Xi , Health Hazard / hazardous 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 Shurgard for any damage Shurgard may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that Shurgard will not inspect or verify the Goods and their compliance with the terms of this Storage Agreement.

2.11 In the event that Customer is suspected of being in violation of this Storage Agreement, in particular the clause 2 hereof, Shurgard 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. Shurgard may, but is not obliged, to notify the Customer hereof.

### Article 2bis. Using Shurgard's Mobile App

The Mobile App is available to all Customers who accept to be bound by these General Terms (including but not limited its Article 2bis) in order to :

- (i) obtain a touchless access to a Shurgard Storage Facility using, where applicable, their geolocation data (the "Touchless Access"); and
- (ii) for Customers already having a Storage Agreement in place with Shurgard, create an account (the "Mobile App Account") allowing them to access different features (the "Services") in relation to their Storage Agreement (such as invoice management), as amended from time to time by Shurgard.

However, the use of the App is not mandatory, and the Customer is not under any obligation to use the App and create an account in order to benefit from the right of using their Storage Unit, which remains unaffected.

Shurgard will have the right to modify, add, or remove any feature of the App without prior notification for the Customer. For the sake of clarity, any such change to the App does not entail any change to any Storage Agreement in place, or any change to these General Terms which remain subject to the rules set out under article 18.3.

2bis.1 In order to access the Mobile App, the Customer must agree to the current version of the General Terms.

#### Touchless Access

2bis.2 The Touchless Access functionality allows the Customer to open the doors of the Storage facility without entering the keypad code when the Customer is located near the storage facility.

2bis.3 In order to be able to use the Touchless Access, the Customer must allow Bluetooth access to the Mobile App, add the Shurgard self-storage center located in the area of the Storage Unit and enter the access code of the Storage Unit.

2bis.4 The Customer may allow the Mobile App to have access to its GPS data in order to automatically find the closer Shurgard self-storage center.

2bis.5 The Customer can be granted specific codes to be shared with third party guest users to the extent and in accordance with the use authorized by Shurgard. The Customer understands and agrees in all cases that the Customer remains fully liable towards Shurgard for the correct performance of the Storage Agreement even if any breach committed is attributable to such third-party user.

#### Account Creation and Services

2bis.6 Customer who wishes to use the Services must create an App Account it being understood that only Customers who have an existing Storage Agreement with Shurgard can create a Mobile App Account.

2bis.6 In order to create a Mobile App Account, a customer must first identify itself by (i) logging in via its Apple, Google, Facebook or Email account; (ii) entering its "Unique App Token", which appears on Shurgard invoices, and (iii) choosing its profile name/alias name (the "Identification Process"). Depending on the jurisdiction, the Customer may be required to re-confirm its identity given under the Storage Agreement through the Identification Process.

2bis.8 The Customer may create several Mobile App Accounts using the same credentials, for purposes determined by the Customer (such as having one professional and one private account).

2bis.9 The Services currently offered to Customer having created a mobile App Account are the following:

(i) the Customer can consult and pay Shurgard's invoices via the Mobile App as described in clause 4.10 and 4.11 below.

(ii) The Mobile App gives information regarding the Storage Unit(s) rented by the Customer including the identification number of the Storage Unit, the type of access to the Storage Unit, the availability of heating in the Storage Unit, the size of the Storage Unit, the monthly rent paid and the move out date.

(iii) The Customer can have a view on its Mobile App Account and consult and update, where need be, information about (a) its profile, such as the chosen communication language (French, Dutch or English), its alias name, its e-mail address, its phone number and its address; (b) chosen the payment method; (c) the invoice settings and (d) Mobile App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

### Article 2ter. Disclaimer regarding the Mobile App

The Customer acknowledges that the Mobile App has not been developed to meet the Customer's individual requirements and that it is therefore the Customer's responsibility to verify that the facilities and functions of the Mobile App meet its requirements as described on the app marketplace and/or Shurgard's website or in the body of these General Terms. Shurgard provides the Mobile App on an "as-is" basis and makes no representation or warranties of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or as regards the correct, error-free or uninterrupted operation of the Mobile App. The Customer is also aware that the Mobile App and/or its content are subject to change or termination without notice. To the full extent permissible by law, Shurgard furthermore disclaims all warranties, express or implied, with regard to the quality, fitness for a particular purpose and non-infringement of the content, products or services contained on this Mobile App. Shurgard therefore assumes no responsibility or liability regarding the Mobile App, its availability nor the correctness of the data in the Mobile App and, any and all liability for direct or indirect damages of Shurgard in relation to the Mobile App is hereby expressly excluded. The Customer acknowledges that the Customer's use of the Mobile App is at its own risk.

### Article 3. Term of the Storage Agreement

3.1 Unless otherwise stipulated in the special conditions, a Storage Agreement is entered into for an initial minimum term of one (1) month. Following this initial period, the Storage Agreement shall continue on an indefinite basis and either party may terminate it by providing a written notice of at least fifteen (15) days, to be delivered either by ordinary letter or email.

If this notice period is not respected, the notice will be valid, but the contract will be effectively terminated at the end of the following month for which an invoice (storage charges and fees) will be issued.

3.2 Customer acknowledges that any Storage Agreement entered into with Shurgard shall become effective upon payment of all charges and fees due by the Customer to Shurgard.

## Article 4. Payment of storage charges and fees

### 4.1 Storage charges and fees

All storage charges and fees will be invoiced by Shurgard monthly together with any VAT payable (where applicable).

Upon conclusion of the Storage Agreement, Customer must:

- (i) pay the first invoice comprising all storage charges, service fees and costs related to the first month's use of the Storage Unit;
- (ii) purchase a unique secure cylinder lock (unless Customer already purchased a lock at Shurgard); and
- (iii) pay a one-off registration fee (only for new Customers).

Upon conclusion of the Storage Agreement, Shurgard 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 Storage Agreement. Shurgard may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If Shurgard deems it necessary to draw upon the deposit, Customer must then immediately supplement the deposit to the sum for which it was originally provided.

No interest is paid on any deposit paid.

- 4.2 The storage charges will remain unchanged for the first six (6) months of the Storage Agreement. After that period, Shurgard reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Shurgard ("Notice Period"). If a Private Customer does not agree with the reviewed charges and fees, they may terminate the Storage Agreement, without costs, during this Notice Period and the termination of the Storage Agreement will then be effective as from the end of that Notice Period.

At the moment the Storage Agreement is signed, Shurgard 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 Storage Agreement. Shurgard may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If Shurgard 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.

### 4.3 Payment methods

a) Customer must pay upfront the storage charges and fees invoiced in relation to the first month's use of the Storage Unit by any of the following means:

- (i) the online payment methods made available by Shurgard through its dedicated web platform (e-Rental), as may be updated from time to time; or
- (ii) bank cards payment means that are available at the Site where the Storage Unit to be used by Customer is located.

b) Customer also undertakes to pay all subsequent invoices to be issued by Shurgard for the use of the Storage Unit no later than on the start date of the period to which they relate (anniversary billing principle) and on the recurring interval(s) to be specified to Customer. To this end, Customer agrees to grant Shurgard the right to directly collect any amounts to be invoiced as storage charges and fees using the same method of payment as the one provided for when the Storage Agreement was initially concluded.

c) Customer further acknowledges that Shurgard is entitled not to renew the Storage Storage Agreement at the end of the month, should Customer decide to cancel the right granted to Shurgard to directly collect invoiced storage charges and fees via their preferred recurring method of payment.

d) Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment of storage charges and fees is operated by and via the secured interface platform of a duly authorized third-party company (the "Payment Processor"). The Payment Processor remains solely responsible for and guarantees the certification of the interface platform as well as the security of the data pertaining to the payment transactions made between Customer and Shurgard and which are used, processed or stored in the name and on behalf of Shurgard.

e) Customer must personally bear the costs applied by their financial institution for transferring the amount of the storage charges and fees to Shurgard.

### 4.4 Customer rights in case of cancellation and withdrawal

Customer acknowledges and agrees that in the event of a modification or cancellation of the Storage Agreement prior to move-in date, Customer will owe Shurgard an amount equal to 15 days of the invoiced storage charges and fees. The remainder of the storage charges and fees initially paid upon the conclusion of the Storage Agreement shall be refunded by Shurgard as soon as possible. However, any such refund will never happen by means of cash and paid insurance fees are not refundable.

- 4.5 By way of derogation from clause 4.4, Private Customers have the right to withdraw from the Storage Agreement within fourteen (14) days of the date of its conclusion, if they so wish and without having to provide any reason.

To exercise such a withdrawal right, Private Customers must inform Shurgard of their decision to withdraw from the Storage Agreement using an unequivocal statement (e.g. a letter sent by post at **Shurgard Belgium CVA**, Zuiderlaan 14 Box 14, 1731 Zellik, or by email sent at [info@shurgard.be](mailto:info@shurgard.be)).

Private Customer may use the model withdrawal form under Annex I, but this is by no means mandatory.

To meet the withdrawal deadline, it is sufficient for Private Customer to send the communication concerning the exercise of their withdrawal right before the expiration of the fourteen (14) days withdrawal period. If Private Customer withdraws from the Storage Agreement, Shurgard shall reimburse all payments received from Private Customer, without undue delay and in any event not later than 14 days after the day on which Shurgard was informed about the Private Customer's wish to withdraw from the Storage Agreement. Shurgard will carry out such reimbursement using the same means of payment as was used by Private Customer at the time of the initial conclusion of the Storage Agreement; and in any event, Private Customer will not incur any costs as a result of such reimbursement. If Private Customer requested to already start using the Storage Unit before the end of the withdrawal period, Private Customer will have to pay Shurgard storage charges and fees in an amount proportionate to the effective duration of the use that was made of the Storage Unit up until the date on which Private Customer informed Shurgard of their decision to withdraw from the Storage Agreement.

### 4.6 Invoicing

Shurgard 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) or no invoice at all. If Customer chooses to receive no invoice, the pdf version of the invoices will still be available in the Mobile App.

In addition, Customer accepts e-mail as a proper and sufficient method of communication between the Customer and Shurgard, for all purposes, it being understood that the Private Customer remains free to use other means of documented communication for evidence purposes.

### 4.7 Late payment

If the payment of the monthly storage charges and fees is not received in full on the due date, Shurgard may deny Customer access to the Storage Unit which will lead to the blocking of the Touchless Access functionality until such time that the total outstanding balance is settled. Except for Private Customers, Shurgard may also charge an administrative fee of 20 EUR after the first reminder notice and an administrative fee of 50 EUR after each subsequent reminder notice.

For Private Customers, no fee will be charged for the first reminder in case of default of payment. The total cost for subsequent reminders will not exceed the maximum amount of 20 EUR plus the cost of postal charges applicable at the time of sending. Moreover, Shurgard will also be entitled to charge Private Customer:

- (i) Late payment interest at the rate set out under article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions; and
- (ii) Liquidated damages at the at the maximum amounts authorized by article XIX.4 of the Belgian Code of Economic Law:

- a) 20 EUR if the outstanding amount is less than or equal to 150 EUR;
- b) 30 EUR plus 10% of the outstanding amount in the range between 150,01 EUR and 500 EUR if the outstanding balance falls within the range of 150,01 EUR to 500 EUR;
- c) 65 EUROS plus 5% of the outstanding amount exceeding 500 EUR, with a maximum of 2000 EUR if the outstanding balance is greater than 500 EUR.

- 4.8 If the storage charges or fees due under the Storage Agreement are not paid within 30 days of the due date, Shurgard has the following additional rights:

- (i) to break the existing lock on the Storage Unit and install a new one,
- (ii) to move the Goods from the Storage Unit to such alternative storage location as Shurgard may decide without incurring any liability for loss or damage resulting of such removal,
- (iii) to charge the Customer the full costs of removing the Goods from the Storage Unit, the costs of storing the Goods at any other location as well as all recurring costs Shurgard may incur due to any subsequent removal of the Goods,
- (iv) to terminate the Storage Agreement and at the same time to charge a monthly occupancy fee for an amount equal to the monthly storage charge,
- (v) to consider the Goods in the Storage Unit as abandoned goods and to dispose of these goods at Shurgard's sole discretion.

- 4.9 The proceeds of any sale in accordance with clause 4.8 may be retained by Shurgard and used to cover any expenses incurred by Shurgard while exercising its rights under this clause and recover any outstanding amounts owed by Customer to Shurgard under the Storage Agreement. The remaining balance of the proceeds will then be refunded to Customer (or to a relevant insolvency practitioner in case of Customer's insolvency); and to the extent that the Customer cannot be located or fails to collect the balance of the proceeds, such proceeds will be held by Shurgard on behalf of Customer. Nothing in this clause shall prejudice Shurgard's entitlement to payment of storage charges and fees or any other amounts due to Shurgard as part of a Storage Agreement irrespective of whether Shurgard has chosen to exercise any or all of its rights as set out above or not.

- 4.10 Customer agrees that all the Goods in the Storage Unit shall be security for Shurgard's entitlement to payment of the storage charges, fees and any other sums due to Shurgard, 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 ownership over the Goods in the Storage Unit.

In particular, Customer acknowledges that Shurgard, in its capacity as lessor, has a security on all Goods stored in the Storage Unit, pursuant to Article 20.1 of the Law on Mortgages (Book III, Title XVIII of the Former Belgian Civil Code).

- 4.11 Shurgard Mobile App allows the Customer to manage the payment of the invoices issued by Shurgard. Customer can pay the invoices using the following payment methods : Mastercard, Visa Maestro, Bancontact, Paypal , Apple Pay, google Pay, and Payconiq by Bancontact.
- 4.12 Customer may activate the "autopay" option in order to allow direct debit of payment, via its preferred method of payment, for all invoices issued by Shurgard.
- 4.13. Shurgard is in no way responsible for the technical processing of the payment itself nor for ensuring the actual execution of the payment. The payment of services is operated by and via the interface of a third party company (the "Service Provider") that is solely responsible for and guarantees the certification of the platform and the security of the data relating to the means of payment proposed by the Shurgard, which the Service Provider uses, processes, or stores in the name and on behalf of Shurgard.

## Article 5. Safety Notices

### 5.1 Entering and leaving the storage facility

Customers are provided with a personal access code to the Shurgard storage facility, which code needs to be used every time the Customer wants to access the Storage Unit, except when using the Touchless Access functionality. Shurgard 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 ensure 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 Shurgard 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 Shurgard 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 Shurgard and Client agree that the Storage Unit is accessible outside of the advertised opening hours a monthly fee will be charged by Shurgard for this service provided.

Shurgard is not responsible for any temporary technical failure, snow, hindrance, etc. preventing the Customer from entering and leaving 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 or the Touchless Access functionality. Shurgard 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, Shurgard 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 within the storage facility.

The use of trolley's, motor vehicles, elevators or any equipment provided by Shurgard shall always be for the sole risk of the Customer. The 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 Shurgard 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 for ascertaining 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. Shurgard is not responsible and declines any liability for injury or damage caused by or to the Goods. Shurgard 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 Storage Agreement and

(ii) the actual move-in date, the Storage Unit is provided by Shurgard and accepted by the Customer, in a good state without defects and clean.

- 6.2 Shurgard always has the right, at no extra charge to the Customer, to provide the Customer a different Storage Unit of a similar or bigger size.

- 6.3 If the agreed Storage Unit is not available on the agreed move-in date, Shurgard has the option:

(i) to provide the Customer with another Storage Unit, which meets the Customers' requirements or

(ii) suspend the Storage Agreement until a Storage unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the Storage 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 Storage Agreement against full refund of the storage charges and fees paid. Shurgard is not liable for damage occurring to the Customer as a result of any delay in availability.

- 6.4 The Customer shall not be entitled to exclusive possession of any Storage Unit. Shurgard 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.

- 6.5. If Shurgard cannot make the agreed Storage Unit available to the Private Customer, for any reason, the Private Customer is not obliged to accept alternative solutions proposed by Shurgard under clauses 6.2, 6.3 and 6.4 and has the right to terminate the Storage Agreement immediately, without costs if the Private Customer had previously communicated to Shurgard that the size of the Storage Unit is an essential element or is substantial for the purposes sought by the Private Customer.

## 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 Storage Agreement is personal, and Customer shall not be allowed of assigning it to any third party without the prior written approval of Shurgard. The right to occupy the Storage Unit can only be exercised by the Customer.

- 7.3 Shurgard is entitled to transfer its rights and obligations under the Storage Agreement to any other company within the Shurgard 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 and the use of the Mobile App are and remain always at the sole risk of the Customer. To the extent permitted by law, Shurgard shall not be liable for any damage to the Goods whatsoever nor shall Shurgard be liable for any property damage or for any economic loss to the Customer.

Shurgard provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit, the security of the storage facility or with regard to the Mobile App.

Shurgard 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 Storage Agreement and Shurgard 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 Shurgard 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. Shurgard 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 Shurgard for any damage Shurgard could suffer as a result of these controls and inspections.

- 8.3 Customer shall indemnify Shurgard on a continuing basis against costs, claims, liabilities, damages or expenses which Shurgard suffers or incurs in connection with the use by the Customer of the Storage Unit or the Mobile App including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit or the Mobile App by the Customer.

- 8.4 Shurgard 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 Shurgard has taken no steps to verify the Customer's usage of the Storage Unit,

(c) the fact that Shurgard has no means of evaluating the Customer's risk, and

(d) the potentially large difference between the charges and fees paid by Customer to Shurgard and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

## Article 9. Insurance obligation

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

## Article 10. Maintenance and repairs

- 10.1 Shurgard 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 Shurgard do not constitute any default by Shurgard, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit or entail access to the Shurgard Unit by Shurgard. The Customer must permit Shurgard 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 Storage Agreement and/or any entitlement to damages as a result of such maintenance activities or renovation, even if they last more than forty days.
- 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 Shurgard property, Shurgard 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 Shurgard sending such invoice.
- 10.4 In the event that Shurgard needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, Shurgard 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 Shurgard 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. Shurgard and third party access

- 11.1 In principle Shurgard and its employees only enter the Storage Unit with prior permission from Customer.
- 11.2 However, in the event of an emergency, Shurgard 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, Shurgard shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.
- 11.4 Shurgard 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 Storage Agreement or if Shurgard suspects that the Customer is not complying herewith. In particular, Shurgard 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, Shurgard has the right (but not an obligation) to make an inventory of the Goods.
- 11.6 Shurgard 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. Shurgard accepts no liability for providing access to the Storage Unit to third parties.

## Article 12. Non-compliance with the Storage Agreement and Termination for Convenience

- 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 Storage Agreement (including any failure to make payment of charges and fees due); or
  - (c) is subject to any insolvency situation,
- then Shurgard has the right to terminate the Storage 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 Storage 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 Shurgard 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 Shurgard all actually incurred costs of Shurgard in connection with debt collection and enforcement of the Storage Agreement, with a minimum of 250 EUR for amounts up to 1.000 EUR to be increased with 100 EUR for each multiple of 500 EUR over and above 1.000 EUR, unless the Customer is a Private Customer. These amounts will be limited in accordance article XIX.4.2° of the Belgian Code of Economic Law when the Customer is a Private Customer.
  - 12.4 Private Customer may terminate the Storage Agreement, at any time, subject to a written notice of 15 days and without costs:
    - (a) after the tacit renewal of the Storage Agreement (in accordance with Clause 3 of these General Terms and Conditions);
    - (b) if Shurgard modifies a substantial or essential element of the Storage Agreement as mentioned in the relevant clauses of these General Terms and Conditions.

## Article 13. End of the Storage Agreement

- 13.1 At the end of the Storage Agreement, Customer must return the Storage Unit to Shurgard clean, tidy and unlocked and in the same condition as at the commencement date of the Storage Agreement (normal wear and tear is taken into account) and, if in default thereof, shall reimburse Shurgard the costs expended by Shurgard 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 end of the Storage Agreement will be considered as either transferred by the Customer to Shurgard or abandoned by the Customer (res derelicta) as decided by Shurgard. The goods and items will be removed at the expense of the Customer (with a minimum of 50 EUR/m<sup>3</sup>). Customer remains fully liable for all costs and damage resulting from leaving the Goods. Shurgard 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 Storage Agreement, Shurgard may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Storage 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 Shurgard in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.
- 14.3 Customer can also contact Shurgard by filling in the online form available in the 'help' section of the Mobile App.

## Article 15. VAT treatment

- 15.1 The Storage Agreement is subject to VAT. If the Customer is a Private Customer, all prices communicated to the Customer in the framework of the Storage Agreement are to be construed as including VAT (as well as all related costs).
- 15.2 In case Parties have to opt to subject the Storage Agreement to VAT in accordance with article 44, §3, 2°, d) of the Belgian VAT code, by way of signing the Storage Agreement, Parties expressly agree to opt to subject the Storage Agreement to VAT.

## Article 16. Privacy

- 16.1 The Customer's personal data are processed by Shurgard as the data controller under the applicable data protection laws, and in accordance with the rules defined in the Shurgard Privacy Policy (available on-line or in print if requested at any store). This Policy defines the reasons why Shurgard processes the personal data, the rights of the Customer vis-à-vis the personal data and other important aspects of the way Shurgard processes that personal data.
- 16.2 The Customer's data as kept in the files of Shurgard are and remain Shurgard's sole and exclusive property, without prejudice to the applicable data protection laws.

## Article 17. Applicable law and jurisdiction

- 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 Storage Agreement, without prejudice to the right of Shurgard to bring suit at another Court which has

jurisdiction under the applicable law. If the Customer is a Private Customer: (a) the Customer has the right to bring any dispute before the jurisdiction where he is domiciled or where Shurgard is established; (b) Shurgard may only bring proceedings against the Customer in the courts of the jurisdiction where the Customer is domiciled.

- 17.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to this Storage Agreement. However, if the Customer is a Private Customer, he has the right to rely on the law of his habitual residence where the protection afforded to him by provisions of that law that cannot be derogated from by Storage Agreement. However, this does not apply to Private Customer who are provided services exclusively in a country other than that in which he has his habitual residence.

## Article 18. General

- 18.1 If Shurgard finds that a Customer concluded a Storage Agreement as a Private Customer but is using the Storage Unit for the purposes of its trade, business, craft or profession, Shurgard 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 Storage Agreement is null and void or subject to annulment, the validity of all and any other part of the Storage 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 which are available to Customers in print and in an on-line manner on Shurgard's website and the Mobile App.  
Shurgard has the right to modify these General Terms and Conditions of storage Customer will be informed of any changes before implementation via mail, email or the Shurgard website and the Mobile App. Modified General Terms and Conditions are applicable 30 days after notice is received from Shurgard or posted via Shurgard's website/Mobile App. Customer is considered to be in Storage Agreement with any such changes if the Customer has not informed Shurgard 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 Storage 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 Storage 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.
- 18.6 Customer undertakes to register the Storage Agreement. The Customer accepts that all fines due to not registering the Storage Agreement are for his/her account.

## Annex I. Model Withdrawal Form for Private Customers

See the document Annex I - Model Withdrawal Form to be found on [www.shurgard.com/en-be/legal](http://www.shurgard.com/en-be/legal). If you wish to withdraw from the Storage Agreement, this Form must be completed and returned via post to: **Shurgard Belgium CVA**, Zuiderlaan 14 Box 14, 1731 Zellik or by e-mail to: [info@shurgard.be](mailto:info@shurgard.be).