

## GENERAL TERMS AND CONDITIONS FOR STORAGE

The consumer can, after the tacit renewal of an agreement of a definite duration, cancel such agreement at any time, without costs, subject to the notice period as defined in the agreement, without this period exceeding two 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 until it is terminated. 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 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 cancel the Storage Agreement at all times, at no cost, by notifying Shurgard by e-mail of this according to article 3 of these General Terms and Conditions and observing a notice period as described in Clause 3.

### § 1. Scope and definition

These General Terms and Conditions for Storage apply to all Self Storage agreements between a company of the Shurgard Group on the one hand, hereinafter called "Shurgard", and the party using one or more storage space/units (or other Shurgard storage products or services, for example, parking, bulk storage, lockers, etc.), on the other hand, hereinafter called "the Customer". The General Terms and Conditions also apply to, and govern the use of, the Shurgard Mobile Application (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 Centre, the storage space, the storage product or the storage service are hereafter called "the Storage Unit", and the Self Storage Agreement, including these General Terms and Conditions, is hereinafter called "the Storage Agreement". All objects that are stored or brought within the Shurgard Storage Centre's area, (including in the Storage Unit), are called "the Objects".

### § 2. Purpose and use

- 21 Shurgard transfers the right to use the Storage Unit to the Customer according to the Storage Agreement's terms and conditions for the sole purpose of storing permitted objects. The Customer may not use the Storage unit for other purposes. The Customer hereby expressly acknowledges that nothing in the Storage Agreement shall be interpreted so that a legal right or proprietary right to the Storage Unit arises. Shurgard does not function in any respect as a warehouse keeper, superintendent or guardian for the Storage Unit or the Objects. The Customer warrants by making this Storage Agreement that he or she has complete ownership and the right to freely dispose of the Objects and accepts all responsibility in connection with the Objects. The Customer will indemnify and hold Shurgard harmless for any third-party claims, expenses, legal actions or proceedings in connection with the Objects, including disputes in connection with ownership or property rights.
- 22 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 DKK 500 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 DKK 2000 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.
- 23 The Customer acknowledges having visited, inspected and accepted the Storage Unit in good condition and that the Storage Unit meets the legal and agreed use intended by the Customer. The Customer is familiar with and agrees to the security level and the security provisions. With respect to the legal and agreed purpose and the legal and agreed use along with the security expectations, Shurgard makes no express warranty and accepts no liability of any kind.
- 24 The Customer declares that he or she agrees that the size of all Storage Units is stated roughly as an average of a large number of Storage Units. Any discrepancies between the Storage Unit's actual size and the size stated in this Storage Agreement do not entitle any of the parties to a price adjustment.
- 25 The Customer agrees to comply with this Storage Agreement's provisions, the law and local regulations, and the instructions from the local and national authorities, the utility companies and the insurance company.
- 26 The Customer acknowledges having the full responsibility and the full liability for all acts performed by persons who have access to the Storage Unit or use the Customer's access code, and the term "Customer" shall be considered in these Storage Agreement terms and conditions to include such persons.
- 27 The Customer obligates himself or herself to use the Storage Unit in such a way that no form of harm to the environment or nuisances for the other users arises or may reasonably be expected (for example, in the form of noise from radios or equipment,

dust, odour, leakage, etc.) and obligates himself or herself to take suitable safety measures to prevent such possible environmental harm or nuisances.

28 **The following are not permitted:**

- The Storage Unit may not be used as a workplace.
- Business of a commercial character may not be conducted in the Storage Unit. The Storage Unit may not be used as a registered office address or headquarters for a business.
- The Storage Unit may not be used for illegal, criminal or immoral activities or for tax evasion purposes.
- Electrical devices and other utilities/services may not be connected in the Storage Unit without Shurgard's prior written permission, and any approved electrical devices shall always be turned off during the Customer's absence.
- Permanently mounted objects may not be installed in the Storage Unit without Shurgard's prior written permission.

29 **It is strictly prohibited to store the following objects in the Storage Unit** (the list is not exhaustive):

- Jewellery, gemstones, precious metals, furs, art objects, collection pieces or irreplaceable objects, objects with sentimental or special value.
- Cash money, coins, securities, stocks, or shares.
- Objects which emit smoke, vapours or odour.
- Birds, fish, animals and other forms of living creatures.
- Waste and other waste materials (including animal and toxic/hazardous waste).
- Food and other perishable goods (which may spoil), unless these are properly packaged so they are protected and do not attract pests or may be a nuisance.
- Firearms, explosives, weapons and ammunition.
- All forms of illegal substances, such as narcotics, along with objects or goods that acquired illegally, such as smuggled goods or stolen goods.
- Chemicals, radioactive materials and biologic agents. Asbestos and/or machined asbestos.
- (Artificial) fertiliser.
- Gas bottles and other compressed gases and/or batteries.
- Fireworks.
- Wrecked cars and motorcycles. Storage of (vintage) cars and/or motorcycles which are not wrecks is permitted, provided that a Shurgard-approved protective tray or mat is placed under the car and/or motorcycle to prevent any oil leaks from affecting the environment, and that the quantity of fuel in any fuel tanks is kept at a minimum. The Customer shall also have obtained separate full insurance on the car, which shall be maintained at all times, as cars and motorcycles are not covered by the insurance that covers the Customer's objects.
- Combustible and flammable materials and liquids, including diesel and petrol (with the exception of the above-mentioned permitted minimum for cars and motorcycles).
- All other toxic, flammable and hazardous substances or preparations that are classified as such under applicable law or local regulations, including, for example:
  - explosive substances and preparations, such as spray cans, including air fresheners, hair lacquer, car paint and de-icers for car windows, sprays and (liquid) gases, such as LPG, hydrogen, acetylene, propane and butane;
  - oxidising substances and preparations, such as hydrogen and other peroxides, chlorates, strong nitric and perchloric acids;
  - (highly) flammable substances and preparations such as mineral (petroleum) oil, benzene, combustible alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen de-icer, air-freshener, contact adhesive and neoprene adhesive;
  - (highly) toxic substances and preparations such as methyl alcohol, stain removers and pesticides;
  - harmful substances and preparations such as cleaning products, paint thinners, wood preservers and paint removers;
  - caustic substances and preparations such as drain cleaners, decalcifying agents, caustic soda; strong acids and caustic products, such as oven and toilet cleaners;
  - irritating substances and preparations;
  - sensitising substances and preparations;
  - carcinogenic substances and preparations;

- mutagenic substances and preparations;
- substances and preparations that are toxic to the reproductive system;
- environmentally harmful substances and preparations, 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 and 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
	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, the Customer shall hold Shurgard harmless for any losses which Shurgard may suffer because of this, and the Customer may be prosecuted. It shall be noted that Shurgard does not inspect or verify the Objects or their compliance with the terms and conditions in this Storage Agreement.
- 2.11 If the Customer is suspected of violating this Storage Agreement, including in particular Article 2 of the Storage Agreement, Shurgard has the right but not the obligation to notify the competent authorities of this and to allow them access to the Storage Unit in order to confirm the suspicion, all at the Customer's expense. Shurgard has the right but not the obligation to inform the Customer of this.

## § 2bis. Using Shurgard Mobile App

- 2bis.1 The Mobile App shall be provided to all Customers who agree to be bound by these General Terms (including but not limited to this 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 by Shurgard from time to time in accordance with article 2bis.3 below.
- 2bis.2 Use of the Mobile App is mandatory, and the Customer must use the Mobile App and create a Mobile App Account in order to benefit from the right of using their Storage Unit.
- 2bis.3 Shurgard has the right to modify, add, or remove any feature of the Mobile App without prior notification to the Customer to reflect any changes to the Services or changes needed to reflect changes in the law. For the sake of clarity, any such change to the Mobile App does not entail a change to any Storage Agreement in place, or a change to these General Terms, which remain subject to the rules set out under article 17.3.
- 2bis.4 In order to access the Mobile App, the Customer must agree to the current version of the General Terms.

### Touchless Access

- 2bis.5 Touchless Access allows the Customer to open the doors, gates and (where applicable) elevators of its Storage Facility without entering the keypad code when the Customer is located near the storage facility.
- 2bis.6 In order to be able to use Touchless Access, the Customer must allow Bluetooth access to the Mobile App, add the Shurgard storage center that the Storage Unit is located in and enter the access code of the Storage Unit. For Android devices, the operating system may require that the device's location services be enabled to permit

connection to Shurgard's on-site systems; Shurgard does not collect or store the Customer's geolocation data for Touchless Access.

- 2bis.7 The Customer may allow the Mobile App to have access to its GPS data in order to automatically find the nearest Shurgard storage center.
- 2bis.8 The Customer may be provided with specific codes to be shared with third party guests 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 to 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.9 In order to use the Services, the Customer must create an Mobile App Account, it being agreed that only Customers who have an existing Storage Agreement with Shurgard can create a Mobile App Account.
- 2bis.10 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 Mobile App Token", which appears on Shurgard invoices, and
  - (iii) choosing its profile name/alias name (the "Identification Process").
- Depending on the Customer's location, the Customer may be required to re-confirm its identity given under the Storage Agreement through the Identification Process.
- 2bis.11 A 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.12 The Services currently offered to Customer having created a Mobile App Account are as follows:
- (i) a 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, as required, information about (i) its profile, such as the chosen communication language, its alias name, its e-mail address, its phone number and its address; (ii) chosen the payment method; (iii) the invoice settings; and (iv) Mobile App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

### Disclaimer regarding the Mobile App

- 2bis.13 The Customer acknowledges that the Mobile App has not been developed to meet the Customer's individual requirements, and the content of the Mobile App may vary from the descriptions on the Mobile App marketplace, Shurgard's website and/or, these General Terms, as the Mobile App may be continuously developed. 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. The Mobile App is simply to be considered as an extra service to Customers. 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 as regards 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.

## § 3. Term of the Storage Agreement

- 3.1 Unless otherwise agreed under the Special Conditions, the Storage Agreement is made for an initial period of at least one month. After the initial period of one month, the contract will continue for an indefinite period unless cancelled by either party with at least 15 days' notice before the next monthly period. If the Customer cancels their Storage Agreement *earlier* than 15 days before the next monthly period, the Storage Agreement will be terminated by the end of the current monthly period. If the Customer cancels their Storage Agreement *later* than 15 days before the next monthly period, the Storage Agreement will be terminated by the end of the next monthly period.
- 3.2 The Customer acknowledges that any Storage Agreement entered into with Shurgard will not come into force until: (i) the Customer identifies himself/herself either online or at Shurgard's premises no later than on the move-in date to be defined in the Storage Agreement; and (ii) the identification process yields a positive outcome. If Customer fails to comply with these conditions, no Storage Agreement shall be concluded between the Parties and Shurgard shall refund the full amount paid by the Customer in that connection.

## § 4. Rent and late payment

### 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, if Shurgard's costs increase, e.g. in case of inflation, or if Shurgard carries out organisational changes or changes to the services provided. Reviewed charges and fees are applicable 30 days after written notice is provided by Shurgard ("Notice Period") via e-mail. 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.

### 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; or
- (iii) via the payment methods available on the Shurgard's Mobile App, as may be updated from time to time. The Shurgard's Mobile App may also be used to manage the payment of their invoices.

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 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) Customer may further activate the "Autopay" functionality under the Shurgard's Mobile App to pay for Shurgard's invoices using their available preferred method of payment.

e) 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.

f) 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. Refunds to non-private Customers will never happen in cash. As for Private Customers, refunds will happen using the same method of payment used by the Private Customer. However, 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 Denmark ApS**, Harbour House, Sundkrogsgade 21, 2100 København or by email at [info@shurgard.dk](mailto:info@shurgard.dk)).

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

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, unless the Private Customer agrees to being reimbursed by other means of payment; 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 during 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 via the Shurgard's 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 Payment and 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 150 DKK after the first reminder notice and an administrative fee of 370 DKK after each subsequent reminder notice.

For Private Customers, Shurgard will be entitled to charge the Private Customer:

- (i) Late payment interest at the rate determined by the national reference interest rate plus 8 percent, as set out under the Danish Act on Interests.
- (ii) A fee of no more than 100 DKK per reminder, and at most for three reminders for the same late payment, in accordance with the rules as set out under the Danish Act on Interests.

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 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.

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 payment methods that are made available through the Mobile App.

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 an external third-party service provider (the "Service Provider"), which 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, and which the Service Provider uses, processes or stores in the name and on behalf of Shurgard.

## § 5. Safety

### 5.1 Access to the Storage Centre

The Customer will be provided a personal access code to Shurgard's Storage Centre, which shall be used each time the Customer desires access to the Storage Unit. Shurgard does not allow another customer or another vehicle to follow after the Customer into or out of the Storage Centre without entering that individual's personal access code.

The Customer shall ensure that the doors and the gate are closed when the Customer has entered or leaves the Storage Centre. The access code is strictly personal and may not be used under any circumstances by unauthorized third parties.

If the Customer wishes to give a third party access to the Storage Unit, the Customer must request a specific access code for this purpose. The Customer is responsible for any third party who used an additional access code.

If the Customer forgets his or her personal access code, a new code can be obtained from the Shurgard Centre personnel. For security reasons, access codes are not communicated by telephone, e-mail or text message.

Unless otherwise agreed, the Customer has access to the Storage Unit during the business hours that appear on the sign in the office in the Shurgard Centre in question. Access outside of these agreed business hours is not permitted.

Moving into new Storage Units may only occur during the office business hours and with the assistance from and under the supervision of the Centre's 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 failures, snow, hindrances, etc. which prevent the Customer from gaining access to or leaving the Storage Unit or using the lift.

### 5.2 Customer's access to the Storage Unit

Each Storage Unit is secured with a specially built locking system which allows insertion of a personal cylinder lock or padlock or use of the Touchless Access functionality. Shurgard does not have keys for opening the Storage Units. The Customer is solely responsible for the Storage Unit being properly locked with the aid of the personal cylinder lock or padlock and for maintaining confidentiality and proper use of their Mobile App credentials and device used for Touchless Access. It is not permitted to install an additional lock.

The Customer must ensure that they leave the storage unit within the access hours, so that the alarm is not triggered. If a Customer triggers the alarm, a fee of DKK 1500 will be charged. The applicable access times can be found on the website.

### 5.3 Procedure in the event of emergency situations and fire

It is the Customer's own responsibility to become familiar with escape routes and fire escapes, safety procedures and procedures in the event of emergency situations and fire. Emergency exits are located at several places in the building and are clearly marked. The Customer may never block an emergency exit with objects and must leave the emergency exits clear at all times. The Customer may only use the emergency exits in situations where emergency evacuation is required, for example, because of fire or power failure. In the event of misuse of these, Shurgard will demand compensation for the associated costs from the Customer who has committed the misuse.

### 5.4 Storage Centre area

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

(a) a safe speed or

(b) 15 km/hour. Parking is only permitted in the marked areas. The road traffic regulations also apply in the Storage Centre area.

Smoking is strictly prohibited everywhere in the Storage Centre area.

The use of carts, motor vehicles, lifts and other equipment made available by Shurgard will always occur at the Customer's own risk. The Customer shall ensure that this equipment is not used by children. Children may not be left without supervision in the Storage Centre area.

It is forbidden for the Customer to keep Shurgard's carts in a Storage Unit; this will result in a fine of at least DKK 350 per day.

Except for guide or service animals, animals are not allowed anywhere in the storage facility.

The Customer may not store such large quantities of objects that the floor's maximum load capacity is exceeded. It is the Customer's responsibility to ensure that this is complied with, and the Customer shall discuss the maximum load capacity with the Centre's personnel.

The Objects in the Storage Unit shall always be stacked in a proper manner so that pressure is not placed against the walls. Shurgard disclaims any responsibility for any injuries or damage which is caused by or to the Objects.

Shurgard is not obligated to receive Objects on behalf of the Customer.

## § 6. Control of the Storage Unit

6.1 At the later of

(i) the Storage Agreement's effective date or

(ii) the actual move-in date, the Storage Unit will be made available by Shurgard and taken over by the Customer in good, defect-free and clean condition.

6.2 Shurgard is entitled at all times to make another Storage Unit of the same size or larger available to the Customer, at no extra cost to the Customer.

6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Shurgard may choose between

(i) offering the Customer another Storage Unit which meets the Customer's requirements. or (ii) temporarily suspending the Storage Agreement until a Storage Unit in the agreed size becomes available. In the latter event, the Customer's obligations under the Storage Agreement will be suspended temporarily until the Storage Unit has been made available to the Customer, and the Customer will pay no rent before the date a Storage Unit is available. In addition, as its sole remedy the Customer is entitled to terminate the Storage Agreement and receive the paid rent and the paid fees refunded in full. Shurgard is not liable for any losses which the Customer may suffer as a result of a Storage Unit not being available on the agreed date.

6.4 The Customer is not entitled to exclude others from using the Storage Unit. Shurgard is entitled at all times to assign an alternative storage unit and may require with at least 14 days' prior notice that the Customer move his or her objects to the alternative storage unit.

## § 7. Prohibition of subletting and assignment

7.1 The Customer may not wholly or partially sublet the Storage Unit or share it with someone.

7.2 This Storage Agreement is personal, and the Customer may not assign it to a third party without Shurgard's prior written approval. The right to use the Storage Unit may 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.

## § 8. Liability and exclusion of liability

8.1 The storage of the Objects in the Storage Unit and the use of the Mobile App will occur at all times solely at the Customer's risk. Shurgard is not liable for damage of any kind to the objects, nor for any property damage or any economic losses which the Customer may suffer. Shurgard provides no warranty to the Customer with regard to supervision of the Storage Centre or the Storage Unit or with regard to the security of the Storage Centre or with regard to the Mobile App. Shurgard takes no measures to check the Objects, verify that they are suited to storage in a Storage Unit or ensure that the Objects comply with relevant regulations or this Storage Agreement's terms and restrictions, and Shurgard is not liable for any losses which the Customer may suffer if the storage of the Objects in the Storage Unit is unsuitable, unsafe or illegal.

8.2 Shurgard will at all times permit local, regulatory or criminal justice bodies or authorities to make inspections in or on the Storage Unit when Shurgard is requested to do so, without informing the Customer nor verifying the right to inspect. Shurgard is not liable for the consequences of such an inspection or control including, for example, any damage to the Objects and/or locks and fittings. The Customer is liable at all times to Shurgard for any losses which Shurgard may suffer as a result of such control or inspection.

8.3 The Customer will continuously indemnify Shurgard harmless for the costs, claims, liabilities, losses or expenses which Shurgard may suffer or pay in connection with the Customer's use of the Storage Unit or the Mobile App including without limitation any claims from a third party or an authority arising as a result of the Customer's misuse of a Storage Unit or the Mobile App.

8.4 Shurgard is not liable for the Customer's indirect (or consequential) losses, including lost transactions, income losses, lost opportunities, loss of anticipated savings and lost reputation or for any losses due to other Customers' activities or hindrances to the use of the Storage Unit caused by a third party.

8.5 In consideration of the fact

(a) that insurance has been obtained which protects the Objects' value,

(b) that Shurgard has not taken any measures to check the Customer's use of the Storage Unit,

(c) that Shurgard has no means to assess the Customer's risk, and

(d) the potentially large difference between the rent and the fees the Customer pays to Shurgard and the loss the Customer may suffer, the Customer declares that he or she agrees that the liability immunities and the liability exclusions in this § 8 are reasonable.

## § 9. Insurance obligation

The Customer has an obligation during the entire term of the Storage Agreement to keep the Objects insured against loss and damage through an "all-risk" insurance policy for a sum which the Customer will determine by himself or herself, but which is sufficient to cover the Objects' full value. Failing this, any loss of Objects, regardless of the cause (including gross negligence on the part of Shurgard), will be at the Customer's own risk and expense. If the insurance is not obtained through Shurgard, the Customer agrees to obtain such insurance from a reputable insurance company. The insurance shall include a clause for the benefit of Shurgard under which the policy holder waives any right of recourse against Shurgard, Shurgard's insurance company and other parties to contracts with Shurgard. The Customer also has an obligation to show documentation of the insurance obtained at the time of entering into the Storage Agreement, or if the Customer does not

provide such documentation, to sign a hold harmless document in favour of Shurgard. Until such documentation or a signed hold harmless document can be shown, the Customer shall obtain an "all-risk" insurance policy through Shurgard. The Customer will at all times hold Shurgard, Shurgard's insurance company and other parties to contracts with Shurgard harmless for any recourse claims from the Customer's insurance company against Shurgard.

## § 10. Maintenance and repairs

- 101 Shurgard is entitled at all times to enter the Storage Unit to carry out (or to have carried out) work and inspections for the purpose of maintenance, repair, renovation, repartitioning or refurbishing, including installation of additional facilities.
- 102 Renovation and/or maintenance work on the Storage Unit at Shurgard's behest does not constitute breach of the Storage Agreement on the part of Shurgard, not even if the renovation and/or maintenance work (temporarily) hinders or limits the use of the Storage Unit or presupposes that Shurgard enters the Storage Unit. The Customer shall grant Shurgard an opportunity to carry out maintenance and renovation work on the Storage Unit, and the Customer is not entitled to reduction of rent, reduction of the other payment obligations, whole or partial cancellation of the Storage Agreement or a right to compensation as a result of the maintenance or renovation work in question.
- 103 The Customer will take all necessary precautions to prevent damage occurring to the Storage Unit or third-party property. If damage occurs to the property of any third party or Shurgard, Shurgard is at all times entitled to undertake repairs at the Customer's expense. The Customer agrees to pay any bills for such repairs within seven days after Shurgard has sent the bills.
- 104 If Shurgard needs to obtain access to the Storage Unit for the purposes stated above which requires access to or emptying of the Storage Unit, Shurgard will inform the Customer of this, if time and the urgency permit it, and will ask the Customer to move the Objects to another Storage Unit within a reasonable period of time. If the Customer does not move his or her Objects, Shurgard is entitled to enter the Storage Unit and move the Objects itself to another Storage Unit with due care but at the Customer's risk.

## § 11. Shurgard and third party access

- 111 In principle, Shurgard and its employees only have access to the Storage Unit with the Customer's prior permission.
- 112 In the event of an emergency, however, Shurgard and its employees are entitled to enter the Storage Unit without prior permission from or notice to the Customer, if necessary by breaking the lock. Emergencies include, for example, maintenance, repair or refurbishing work and suddenly arising situations making it necessary to obtain urgent access.
- 113 If local, national, regulatory or criminal justice bodies or authorities require access to a Storage Unit, Shurgard is also entitled to obtain access to the Storage Unit for itself or the authorities in question.
- 114 Shurgard and its employees are also entitled to remove the locks, enter the Storage Unit without permission and deny the Customer access to the Storage Unit if the Customer breaches this Storage Agreement's Terms and Conditions or if Shurgard suspects that the Customer is breaching this Storage Agreement. In particular, Shurgard is entitled to deny the Customer access to the Storage Unit and to enter the Storage Unit in the event of late payment or non-payment of outstanding rent and fees.
- 115 After having entered the Storage Unit under this Article 11, Shurgard has a right (but not an obligation) to make an inventory of the Objects.
- 116 Shurgard has no obligation to verify the access right to a Storage Unit, including the access rights of local, national, regulatory or criminal justice bodies or authorities. Shurgard is not liable in any manner for having granted a third party access to the Storage Unit.

## § 12. Breach of the Storage Agreement and termination

- 121 If the Customer:
  - (a) breaches an obligation that is imposed on him or her by law, by local or national regulations or by the customs authorities,
  - (b) breaches this Storage Agreement's Terms and Conditions (including any failure to pay rent and fees due) or
  - (c) goes bankrupt,Shurgard is entitled to cancel the Storage Agreement without notice at any time and without impairing its rights and remedies and is entitled to receive payment for all losses, all rent, all fees and other amounts due under this Storage Agreement.
- 122 If this Storage Agreement is cancelled pursuant to Article 12.1, the Customer will be informed and must retrieve its Objects within 14 days after the notice has been given. If the Customer does not retrieve the Goods, Shurgard may exercise its rights as set out in Article 4.8, including the right to sell or dispose of the Objects.
- 123 The Customer shall reimburse Shurgard for the actual costs paid by Shurgard in connection with debt collection and enforcement of the Storage Agreement, with a minimum of DKK 2000 for claims up to DKK 8000, which will be increased by DKK 800 for each DKK 4000 that exceeds DKK 8000.
- 124 In the event the Customer leaves their Storage Unit empty and unlocked, the Storage Unit will be considered to have been transferred to Shurgard. If the Customer leaves their Storage Unit empty and unlocked without providing written

notice, the date on which the Storage Unit is found to be empty, will be considered the start of the 15-day notice period defined in Article 3.1 of the present Terms & Conditions and Shurgard will be entitled to charge the Customer accordingly.

## § 13. Termination of the Storage Agreement

- 131 At the termination of the Storage Agreement, the Customer shall return the Storage Unit to Shurgard in clean, tidy and unlocked condition, as it appeared at the Storage Agreement's effective date (normal wear will be taken into account). Failing this, the Customer shall reimburse Shurgard for the expenses Shurgard pays for remedying any damage caused by the Customer.
- 132 The Customer shall remove all Objects in the Storage Unit.
- 133 All Objects left by the Customer after the Storage Agreement's termination will be considered as either transferred to Shurgard by the Customer or as abandoned goods, as decided by Shurgard. The Objects will be moved at the Customer's expense (with a minimum fee of DKK 500/m<sup>3</sup>). The Customer will continue to be fully liable for all costs and damage caused by the Objects left behind. The Customer has hereby granted Shurgard full authority to sell the Customer's Objects.

## § 14. Notices, change of address

- 141 From the effective date of the Storage Agreement, Shurgard may, at its own discretion, send notices or communications to the Customer by either mail (to the address that is indicated in the Storage Agreement) or by e-mail or other electronic means (to the e-mail address or other electronic address which the Customer has provided).
- 142 If the Customer changes postal address, e-mail address or telephone number, Shurgard shall be informed in writing before such changes take effect.
- 143 Customer can also contact Shurgard by filling in the online form available in the 'help' section of the Mobile App.

## § 15. Privacy

- 151 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. Applicable law and court of competent jurisdiction.

- 161 The courts at the location where the Storage Unit is established have jurisdiction to adjudicate any disputes that may arise as a result of, or in connection with, this Storage Agreement, without it impairing Shurgard's right to bring the matter to another court which has jurisdiction under the applicable law.
- 162 Only the law in the country or area where the Storage Unit is located applies to this Storage Agreement.

## § 17. Generally

- 171 If a part of the Storage Agreement is declared invalid or is repealed, the validity of the remaining part of the Storage Agreement is not affected. Any invalid articles will be replaced by valid articles that correspond to the greatest extent to the articles previously agreed by the parties before the parties became aware of the invalidity or repeal in question.
- 172 The Customer is familiar with and agrees to these General Terms and Conditions for Storage and agrees that these Terms and Conditions are available to the Customer in print and online on Shurgard's website and the Mobile App.
- 173 Shurgard is entitled to modify these General Terms and Conditions for Storage (the Customer will be individually informed of any modifications before these take effect by e-mail) due to organisational changes or changes to the services provided. Modifications of the General Terms and Conditions will take effect no earlier than 30 days after notice about this is received from Shurgard. The Customer will be considered to have accepted such modifications if the Customer has not informed Shurgard in writing within this 30-day period. In the event of proposed modifications to the General Terms and Conditions, the Customer is entitled to terminate the Storage Agreement as at the effective date for the modified General Terms and Conditions (but a right to termination notice of at least 15 days is reserved).
- 174 If the Customer consists of two or more customers, they will be liable jointly and severally for all obligations.
- 175 U.S. Patriot Act: The Customer declares and warrants that it is not and is not owned or controlled by a natural or legal person that is established in or located in or conducting business in any country
  - (i) that is 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) that is prohibited from entering into this Storage Agreement by Executive Order 13224, the Patriot Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department.

- 17.6 Private Customers have the option to refer any dispute that may arise out of or in connection with this Storage Agreement to the EU's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>

**Annex I - Model Withdrawal Form**

See the document Annex I - Model Withdrawal Form to be found on [www.shurgard.com/en-dk/legal](http://www.shurgard.com/en-dk/legal). If you wish to withdraw from the Storage Agreement, this Form can be completed and returned via post to:

**Shurgard Denmark ApS**, Harbour House, Sundkrogsgade 21, 2100 København via post or by email at [info@shurgard.dk](mailto:info@shurgard.dk)