

## GENERAL TERMS AND CONDITIONS – STORAGE AGREEMENT

The consumer can, after the automatic renewal of an agreement of a definite duration, terminate 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 initial period of 1 month minimum. After that, the Storage Agreement will be automatically 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 15 days. Such notification must be sent 15 days prior to the monthly anniversary date of the storage agreement.

Once the Storage Agreement is automatically renewed, the Private Customer has the right to terminate 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 of 15 days.

### Article 1. Scope and definition

These general terms and conditions of storage are applicable to all Self Storage agreements between a company of the Shurgard Group, hereinafter called 'Shurgard', on the one hand, and parties that use storage space/units (or any other of Shurgard's storage products or services, 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 Self Storage agreement including these General Terms and Conditions is hereinafter called 'the Storage Agreement'. All goods that are stored or placed anywhere in Shurgard's storage facility (including the storage unit) are referred to as 'the Goods'.

### Article 2. Purpose and use

2.1 Shurgard grants the Customer the 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. The Customer may not use the Storage Unit for any another purpose.

The Customer acknowledges and expressly agrees that nothing in the Storage Agreement shall be construed so as to create any legal right or title to 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, the Customer warrants that he has sole ownership of the Goods and accepts all liability in connection with the Goods. The Customer shall indemnify and hold Shurgard harmless against any claim or cost or any legal action or process in connection with the Goods from any third party, including disputes, in connection with ownership or ownership rights.

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 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 SEK 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 SEK 2000 billed on the customer's account.

2.3 The Customer confirms that he has visited, inspected and found the Storage Unit in good condition and consistent with the legal and agreed use expected by the Customer. The Customer understands and accepts the protection and security level and the instructions. Shurgard explicitly provides no guarantees and accepts no liability whatsoever with regard to the legal and agreed purpose and the expectations of use / protection and security.

2.4 The 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 size indicated in the Storage Agreement does not entitle either party to any price adjustment.

2.5 The Customer will comply with the provisions of this Storage Agreement, the law and local regulations and the instructions of local and national authorities, the utility companies and insurance providers.

2.6 The Customer acknowledges and accepts full liability for all acts of persons who have access to the Storage Unit or use the Customer's authorisation code, and references to 'the Customer' in these terms and conditions shall be treated as references to any such persons.

2.7 The Customer shall use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g., noise from radios or equipment, dust, smell, leakage) in any form can arise or can reasonably be expected to arise and is obligated to take sufficient precautionary measures to prevent any such environmental damage or inconvenience.

2.8 The following are not permitted for 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 or immoral activities or tax evasion,
- electrical appliances or other equipment / services may not be connected in the Storage Unit without the prior written permission of Shurgard; all authorised electrical appliances must always be switched off during the Customer's absence,
- no fixed objects may be installed in or on the Storage Unit without prior written permission from Shurgard.

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

- jewellery, fur, art objects, collectors' items or irreplaceable objects, objects with sentimental or special value,
- cash, securities, stocks or shares,
- any other object that emits any scent, smell or odour,
- birds, fish, animals or other living creatures,
- refuse and other waste (including animal waste and toxic / hazardous waste),
- 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,
- illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive substances, biological agents,
- asbestos and/or processed asbestos,
- (artificial) fertiliser,
- gas bottles or other compressed gases and/or batteries,
- fireworks,
- car and/or motorcycle wrecks; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed provided that one of Shurgard-approved protective trays or a protective mat is placed under the car and/or motorcycle to prevent the impact of oil leakage on the environment, and that fuel in fuel tanks is kept to a minimum; furthermore, the cars must have adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered by the Customer's goods insurance,
- combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum quantity allowed for cars and motorcycles, as mentioned above);
- any other toxic, flammable or hazardous substances or preparations that are classified as such under applicable law or local regulations such as:
  - explosive substances and preparations such as spray cans, including air-freshener and hair spray, car paint, varnish and washer fluid; sprays and (liquid) gases such as liquefied petroleum gas, 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 petroleum, benzene, methylated spirit or methanol, turpentine, white spirit, acetone, paint, washer liquid, air purifier, contact and neoprene adhesives;
  - (highly) toxic substances and preparations such as methanol, stain removers, pesticides;
  - harmful substances and preparations such as cleaning products, paint thinners, wood preservatives, paint removers;
  - corrosive substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
  - irritant substances and preparations;
  - allergenic substances and preparations;
  - carcinogenic substances and preparations;
  - mutagenic substances and preparations;
  - reproductive toxic substances and preparations;
  - substances and preparations harmful to the environment such as CFC, PCB and PCT; 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



Toxic, dangerous product that can be deadly



Xn/Xi Harmful to health/irritant, harmful or irritant (including genetically harmful substances)



Caustic/corrosive, affects the skin or material



Harmful to the environment, a danger to the environment



Flammable, flammable products

- 2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, the Customer shall indemnify Shurgard for any damage Shurgard may suffer as a result and the Customer may be subject to prosecution. Please note that Shurgard does not inspect or check the Goods and their compliance with the terms of this Storage Agreement.
- 2.11 In the event that the Customer is suspected of acting in violation of this Storage Agreement, in particular Section 2, Shurgard has the right but not the obligation to notify the competent authorities and give them access to the Storage Unit for checking purposes at the Customer's expense. Shurgard may, but is not obligated to, notify the Customer hereof.

## Article 2bis. Using Shurgard 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 Mobile App is not mandatory and the Customer is not under any obligation to use the Mobile App and create an account in order to benefit from their Storage Agreement, which remains unaffected.

Shurgard will have the right to modify, add, or remove any feature of the Mobile App without prior notification for the Customer. For the sake of clarity, any such change to the Mobile 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 facility and enter the access code of the Storage facility.
- 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.7 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 jurisdiction, the Customer may be required to re-confirm its identity given under the Storage Agreement through the Identification Process.

- 2bis.8 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.9 The Services currently offered to Customer having created a Mobile App Account are the following:
- (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, where need be, information about (i) 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; (ii) chosen the payment method; (iii) the invoice settings and (iv) App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

## Article 2ter. Disclaimer regarding the 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 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 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.

## Article 3. Term of the Storage Agreement

- 3.1 Unless otherwise agreed under the special conditions, the Storage Agreement is concluded for an initial minimum period of 1 month. After this initial minimum period of 1 month, the contract will continue to run for an indefinite period and may be terminated by either party at will at least 15 days prior the next billing period of the Storage Agreement. Termination by a business professional must be done in writing. An individual consumer is encouraged to execute termination by written notice.
- 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 and insofar as Customer has first duly identified himself/herself either online or at Shurgard's premises no later than on the move-in date to be defined in the Storage Agreement.

## 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.
- 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
- 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 Customer has the right to withdraw from the Storage Agreement within fourteen (14) days from the day of the conclusion of the Agreement without giving any reason. To exercise the right of withdrawal, Private Customer must inform Shurgard (i.e. **Shurgard Sweden AB**, Norra Vallgatan 70, 2011 22 Malmö, via post or by email at [info@shurgard.se](mailto:info@shurgard.se)) of its decision to withdraw from the Storage Agreement using the attached model withdrawal form (Annex I). Shurgard will communicate to Private Customer an acknowledgement of receipt of such a withdrawal on a durable medium (e.g., by e-mail) without delay. To meet the withdrawal deadline, it is sufficient for Private Customer to send its communication concerning its exercise of the right of withdrawal before the withdrawal period has expired. If Private Customer withdraws from the Storage Agreement, Shurgard shall reimburse Private Customer all payments received from Private Customer, without undue delay. If Private Customer requested to begin the performance of storage services during the withdrawal period, Private Customer shall pay Shurgard an amount which is in proportion to what has been provided until Private Customer has communicated Shurgard its withdrawal from the Storage Agreement, in comparison with the full coverage of the Storage Agreement.
- 4.6 **Invoicing**  
Shurgard may, at its own discretion, proceed with paper invoices or electronic invoicing of the monthly storage charges and fees (using the email address specified by the Customer in case of electronic invoicing). If Customer insists on getting paper invoices through the Post, Shurgard will charge a monthly fee for this service provided. If Customer chooses to receive no invoice, the pdf version of the invoices will still be available in the App.  
In addition, the Customer accepts e-mail as a proper and sufficient method of communication for all purposes between the Customer and Shurgard, except where these terms expressly provide for other means of communication.
- 4.7 **Late payment**  
If the payment of the monthly storage charge and fees is not received in full on the due date, Shurgard may deny the Customer access to the Storage Unit until the entire balance is settled. Shurgard may also charge an administrative fee of 150 SEK after the first reminder notice and an administrative fee of 400 SEK after each subsequent reminder notice.
- 4.8 If any storage charge or fee due under this Storage Agreement is not paid at the due date, Shurgard shall also have the following rights:
- (a) to break the existing lock on the Storage Unit and install a new one,
  - (b) to remove the Goods from the Storage Unit to such alternative storage facilities as Shurgard may decide without incurring any liability for loss or damage arising out of such removal,
  - (c) to charge the Customer the full cost of removal of the Goods from the Storage Unit and storage costs elsewhere, as well as any repeated costs should Shurgard require that the Goods be moved further,
  - (d) to terminate the Storage Agreement by email or letter and, in the meantime, to charge a monthly fee in an amount equivalent to the monthly storage charge.
- 4.9 Shurgard has the right to retain the stored Goods as a security for any storage charges, fees and other amounts due to Shurgard, to the effect that access to the Goods in the Storage Unit may be denied until full payment has been obtained. The Customer also accepts that this security may lead to the loss of ownership of the Goods in the Storage Unit.

If the Goods are lost or destroyed, Shurgard shall instead have a lien on the compensation paid by the insurance company or anyone else.

If payment is not made, Shurgard shall notify the customer by email or letter that the goods may be sold after three months from the notification if the customer has not yet paid its debt. The notification shall state the amount the customer shall pay and the above-mentioned time period.

Shurgard reserves the right to sell the goods despite what is stated above if one year has elapsed since the Storage Agreement has ended or if the sales value of the goods clearly falls below SEK 450.

- 4.10 The proceeds of the sale, in accordance with Section 4, may be retained by Shurgard and used to pay any expenses incurred by Shurgard in exercising Shurgard's rights under this section and any further amounts due to Shurgard under this Storage Agreement. The balance of the proceeds will then be refunded to the Customer (or relevant legal representative in the event of the Customer's insolvency); if the Customer cannot be located or fails to collect the balance of the proceeds, Shurgard will reserve the balance for the Customer.  
Nothing in this section shall prejudice Shurgard's entitlement to payment of storage charges or other amounts due to Shurgard under this Storage Agreement, irrespective of whether Shurgard has chosen to exercise any or all of the above rights.
- 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 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.

## Article 5. Safety Notices

### 5.1 Entering and leaving the storage facility

The customers will receive a personal access code to Shurgard's storage facility. The code must be used every time the Customer wants to access the Storage Unit. Shurgard does not permit that other customers / vehicles follow inside or outside the storage facility without entering their personal access code.

The Customer must ensure that the doors and the gates are closed after he enters or leaves the facility.

The access code is strictly personal and may under no circumstances be used by a third party.

If a Customer wants to give third parties access to the storage, the Customer must obtain special access codes for that purpose. The Customer is responsible for the third parties to whom additional access codes have been issued.

If a Customer forgets the personal access code, a new code can be obtained from Shurgard's store personnel. For safety reasons, personal codes are not provided by telephone, e-mail or text message.

Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised at the office of the Shurgard facility. Access outside these agreed times is not allowed.

Any move-in into new Storage Units may only take place 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 fault, snow, hindrance, etc. that prevent the Customer from entering and leaving the Storage Unit and from using the elevator.

### 5.2 Customer access to the Storage Unit

Each Storage unit is secured with a purpose-built locking system that allows to insert a personal cylinder lock or padlock. Shurgard does not have keys to access the Storage units.

The Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock or padlock. Installation of other locks is not allowed.

### 5.3 Emergency and fire procedures

Each Customer is responsible for familiarizing themselves with the emergency, safety, fire escape routes and procedures. Emergency exits are located 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 situations that require emergency evacuation such as fire or power loss. In the event of misuse, Shurgard will demand compensation for all costs from the Customer who violates this provision.

### 5.4 Behaviour in the storage facilities

The speed limit for motorised 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 facilities. Smoking is strictly prohibited anywhere in the storage facilities.

The use of trolleys, motor vehicles, elevators or other equipment provided by Shurgard shall always be at the sole risk of the Customer. Customers must ensure

that no children operate them or stay in them. Children may not be left unattended anywhere in the storage facilities. Storage of trolleys owned by Shurgard inside the Customer's Storage Unit is prohibited under penalty of a fine of at least 350 SEK/day stored.

The Customer may not store Goods so that the maximum load capacity of the floor is exceeded. The Customer is responsible for checking compliance herewith and must discuss the maximum load capacity with the store personnel.

Goods in the Storage Unit must always be stacked in a safe manner, so that there is no pressure on the walls. Shurgard is not responsible and disclaims all liability for injury or damage caused by or to the Goods.

Shurgard has no obligation to receive Goods for a Customer.

## Article 6. Storage Unit and access to 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, clean and in good condition without defects.
- 6.2 Shurgard always has the right, at no extra cost to the Customer, to provide the Customer with another Storage Unit of a similar or bigger size.
- 6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Shurgard has the option:
  - (i) to provide the Customer with another Storage Unit that meets the Customer's requirements or
  - (ii) suspend the Storage Agreement until a Storage Unit of the agreed size becomes available. In the latter case the Customer's obligations under the storage Storage Agreement are suspended until the Storage Unit is made available to him and the Customer is not liable for any costs 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 suffered by the Customer as a result of any delay in availability.
- 6.4 The Customer is not entitled to exclusive access to any Storage Unit. Shurgard is entitled at any time to assign an alternative Storage Unit and may, subject to at least 14 days' notice, require that the Customer moves the Goods to the alternative Storage Unit.

## Article 7. Prohibition of subletting and transfer

- 7.1 The Customer may not sublet or share the Storage Unit in full or in part.
- 7.2 The benefits of this Storage Agreement are personal and Customer may not transfer them to any third party without the prior written approval of Shurgard. The right to access 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.

## 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 shall always be at the sole risk of the Customer. Shurgard is not liable for any damage to the Goods, nor is Shurgard liable for any property damage or economic loss that the Customer may suffer.

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

Shurgard shall take no steps 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, dangerous or illegal.
- 8.2 Shurgard will always allow inspections or checks by local supervisory authorities and criminal justice bodies in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the right to perform inspection. Shurgard is not liable for the consequences of any such inspection or check, including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is at all times liable with respect to Shurgard for the damage Shurgard may suffer as a result of these checks and inspections.
- 8.3 The Customer shall indemnify Shurgard on a continuing basis against costs, claims, liabilities, damages or expenses that Shurgard suffers or incurs in connection with the use by the Customer of the Storage Unit, or the Mobile App including, without limitation, any claims by a third party or authority in connection with the Customer's use of the Storage Unit or the Mobile App in breach of the Storage Agreement.
- 8.4 Shurgard is not liable for indirect losses or consequential losses of the Customer, including lost bargain, lost profit, lost business opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or hindrances in the use of the Storage Unit caused by a third party.
- 8.5 The Customer agrees that the exclusions and limitations of liability in this Article 8 are fair and reasonable given:
  - (a) the availability of insurance to protect the value of the Goods,
  - (b) the fact that Shurgard has taken no steps to check the Customer's usage of the storage,
  - (c) the fact that Shurgard has no ability to assess the Customer's risk, and

(d) the potentially large difference between the charges and fees paid by Customer to Shurgard and the damage that the Customer may suffer.

## Article 9. Obligation to insure

- 9.1 During the entire term of the Storage Agreement, the Customer shall insure the Goods against loss and damage 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 means that in the event of loss of the Goods regardless of cause (including gross negligence on the part of Shurgard), the loss and the risk shall be borne by the Customer.
- 9.2 In cases where insurance is not taken out through Shurgard, the Customer agrees to obtain insurance with a reputable insurance company. The insurance shall include a clause for the benefit of Shurgard under which the insurer waives all rights of recourse against Shurgard, Shurgard's insurers and contracting parties. In addition, the Customer is obligated to present a certificate that he / she has insurance at the time of the conclusion of the Storage Agreement. If such certificate has not been presented, the Customer must take out an all-risks insurance policy through Shurgard.
- 9.3 The Customer shall always hold Shurgard, Shurgard's insurers and contracting parties harmless from any claims by the Customer's insurers for recourse against Shurgard.

## Article 10. Maintenance and repairs

- 10.1 Shurgard may at all times go onto or into the Storage Unit to carry out (have carried out) activities and inspections for the purpose of maintenance, repair, redevelopment, rearrangement and renewal, including the installation of extra facilities.
- 10.2 Renovation and/or maintenance measures on the Storage Unit by Shurgard do not constitute any negligence on the part of Shurgard, even if the renovation and/or maintenance (temporarily) prevents or restricts the use of the Storage Unit or necessitates access to the Storage Unit by Shurgard. The Customer shall allow Shurgard the opportunity to carry out maintenance and renovation on the Storage Unit and the Customer is not entitled to a reduced rental cost, reduction of other payment obligations, full or partial annulment of the Storage Agreement and/or any right to damages as a result of the maintenance or renovation measures.
- 10.3 Customer shall take all necessary measures to prevent damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or Shurgard's property, Shurgard is at all times entitled to conduct repairs at the expense of the Customer. The Customer undertakes to pay any invoices for such repairs within seven (7) days after Shurgard sent the invoice.
- 10.4 If Shurgard needs access to the Storage Unit for the purposes stated above, which requires access to or vacation of a Storage Unit, Shurgard will, time and urgency permitting, inform the Customer hereof and 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 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 the Customer's permission.
- 11.2 However, in emergency situations, Shurgard and its employees are entitled to enter the Storage Unit without permission and without warning the Customer, if necessary through forced entry. Emergency situations include maintenance, repairs and renovation and any sudden event that requires urgent entry.
- 11.3 In the event that any local supervisory authority and criminal justice body requires access to any Storage Unit, Shurgard is entitled, at any moment, to grant itself and these authorities 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 the Customer access to the Storage Unit if the Customer does not comply with the terms of this Storage Agreement or if Shurgard suspects that the Customer does not comply with the Storage Agreement. In particular, Shurgard has the right to deny the 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 has no obligation to verify the access rights of any person to a Storage Unit, including those of any local and national supervisory authority and criminal justice body. Shurgard accepts no liability for providing access to the Storage Unit to third parties.

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

- 12.1 In the event that the Customer:
  - (a) does not comply with any legal obligation, local or national regulations or customs; or
  - (b) fails to comply with the terms of this Storage Agreement (including failure to pay charges and fees due); or
  - (c) is subject to insolvency proceedings,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 is



entitled to payment of all losses, charges, fees and all other amounts due under the Storage Agreement.

- 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, Shurgard may inform the customer that a sale of the goods, in accordance with section 4.8, may occur.
- 12.3 The Customer shall reimburse Shurgard for all actual costs incurred by Shurgard in connection with debt collection and enforcement of the Storage Agreement, with a minimum of 2,000 SEK for amounts up to 8,000 SEK, increased by 800 SEK for each multiple of 4,000 SEK in excess of 8,000 SEK.

### Article 13. Termination of the Storage Agreement

- 13.1 Upon termination of the Storage Agreement, the Customer shall 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 for the costs incurred by Shurgard in making good any damage caused by the Customer.
- 13.2 The Customer must remove all Goods from the Storage Unit.
- 13.3 All Goods left behind by the Customer after the termination of the Storage Agreement may be sold in accordance with section 4.8. The goods and items will be removed at the expense of the Customer (for a minimum of 500 SEK/m<sup>3</sup>). The Customer is fully liable for all costs and damage resulting from the abandonment of the Goods.

### Article 14. Notices, change of address

- 14.1 From the commencement date of the Storage Agreement, Shurgard may, at its own discretion, send notices or communications to the Customer either by post (at the address indicated in the Storage Agreement) or by email or other electronic means (by email or other electronic address provided by the Customer) except where these terms expressly provide for other means of communication.
- 14.2 The Customer must inform Shurgard in writing of a change of the postal or e-mail address and telephone number prior to the 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. Privacy

- 15.1 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.
- 15.2 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 16. Applicable law and competent court.

- 16.1 The Courts of the places 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 proceedings in another Court that has jurisdiction under applicable law.
- 16.2 The laws of the country or region where the Storage Unit is located are exclusively applicable to this Storage Agreement.
- 17.3 Private Customers have the option to refer any dispute that may arise out of or in connection with this Storage Agreement to the Swedish National Board for Consumer Disputes (ARN), Box 174, 101 23 Stockholm, Sweden ([www.arn.se](http://www.arn.se)). Shurgard may participate in such proceeding.
- 17.4 Private Customers also have the option to refer any dispute to the EU's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

### Article 17. General

- 17.1 If any part of the Storage Agreement is invalid or nullified, the validity of all other parts of the Storage Agreement remains unaffected. Any invalid or nullified clause will be replaced by a valid clause that most closely corresponds to the clause previously agreed by the parties before the parties became aware of the invalidity or nullification.
- 17.2 The Customer understands and accepts these general terms and conditions of storage and accepts that these terms are available to the Customer both in print and in an online version on Shurgard's website or the Mobile App. Shurgard has the right to amend these general terms and conditions of storage (the Customer will be informed of any amendments before they are implemented by post, e-mail or via Shurgard's website or the Mobile App). Amendments to the general terms and conditions take effect 30 days after notice is received from Shurgard or published on the website/Mobile App. The Customer is considered to have accepted the amendments if the Customer has not informed Shurgard in writing within this 30 days period. In the event of a proposed amendment to the general terms and conditions, the Customer is entitled to terminate the Storage

Agreement as of the date when the amended general terms and conditions take effect (taking, however, into account a minimum notice period of 15 days).

- 17.3 Where the Customer is comprised of two or more customers, all obligations shall be joint and several.
- 17.4 US Patriot Act – The 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 into 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.

#### Annex I – Standard form for exercising the right of withdrawal

See the document Annex I – Standard form for exercising the right of withdrawal to be found on [www.shurgard.com/en-se/legal](http://www.shurgard.com/en-se/legal). If you wish to withdraw from the Storage Agreement, this Form can be completed and returned via post to: **Shurgard Sweden AB**, Norra Vallgatan 70, 211 22 Malmö or by email at [info@shurgard.se](mailto:info@shurgard.se).