

## GENERAL RENTAL CONDITIONS

### Article 1. Scope and definition

These General Rental Conditions apply to all agreements concluded between a company of the Shurgard Group, hereinafter called 'Shurgard' on the one hand, and parties using storage space/units (or any other Shurgard storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand. These Terms and Conditions also apply to, and govern the use of, the Shurgard app (the "Mobile App") as described below. Where applicable in these General Rental 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 are referred to as 'the Storage Unit' while the Self Storage agreement including these General Rental Conditions is hereinafter called 'the Storage Agreement'. All goods which are stored or placed anywhere in the Shurgard storage facility (including the storage unit) are referred to as 'the Goods'.

### Article 2. Purpose and use

- 2.1 Shurgard rents out its Storage Units in accordance with the terms of the Storage Agreement for the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for any other purpose. The Customer hereby acknowledges and expressly agrees that nothing in the Storage Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Shurgard shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods. By entering into the Storage Agreement, Customer warrants that they have sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will hold Shurgard harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.
- 2.2 Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Storage Agreement. The Storage Unit must be kept locked and clean at all times. Customer shall comply with the applicable environmental regulations in force from time to time at the Store, including without limitation, those relating to recycling, waste disposal, energy and water usage and energy saving. Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. Customer is not allowed to dispose of waste or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least EUR 50 per m<sup>3</sup> to reimburse the (waste) disposal costs. Trolleys are available for the convenience of our customers. After having used a trolley, the trolley must be returned to the trolley bay undamaged. Failure to do so will result in a penalty of EUR 200 billed on the customer's account. For your information, Shurgard energy consumption data and information relating to green building certificates and energy performance ratings are available on our website.
- 2.3 Customer confirms having visited and inspected the Storage Unit; and accepting it in good condition, fit for the legal and agreed purpose and use Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, Shurgard explicitly provides no warranties and accepts no liability whatsoever.
- 2.4 Customer accepts that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Storage Agreement does not give either party any right and can never lead to a price adjustment.
- 2.5 Customer will comply with all provisions of this Storage Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.
- 2.6 Customer acknowledges and accepts full responsibility and liability for all acts of individuals who have access to the Storage Unit or use the access code of the Customer and any reference to 'Customer' in the Storage Agreement shall be considered as a reference to any such individual.
- 2.7 Customer is required to use the Storage Unit in such a way that the surrounding area, the environment and other users are never disturbed (e.g. no noise from radios and other appliances, dust or odours and leaks). The Customer must always take the necessary precautions to prevent such surrounding and environmental nuisance and/or damage.
- 2.8 **Customer is NOT permitted to:**
- use the Storage Unit as a workplace;
  - conduct commercial/trading activities from the Storage Unit;
  - use the Storage Unit as an office, place of business or registered seat of a company;
  - use the Storage Unit for any illegal, criminal, tax evasion or immoral activities,
  - to connect electrical appliances or other utilities / services in the Storage Unit without the prior written permission of Shurgard; in any case of authorized connections, electrical appliances must always be switched off during the absence of the Customer,
  - install fixed items in or on the Storage Unit without the prior written permission from Shurgard.
- 2.9 **Customer is strictly forbidden from storing the following goods in the Storage Unit** (this list is not exhaustive):
- jewellery, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
  - cash money, securities, stocks or shares,
  - any item which emits any fumes, smell or odour,
  - birds, fish, animals or any other living creatures,
  - refuse and other waste materials (including animal and toxic/hazardous waste materials),
  - food and other perishable items (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
  - firearms, explosives, weapons or ammunition,
  - any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
  - chemicals, radioactive materials, biological agents,
  - asbestos and/or processed asbestos,
  - (artificial) fertilizer,
  - gas bottles/cylinders or any other compressed gases and/or batteries,
  - fireworks,
  - car and/or motorcycle wrecks ; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle a Shurgard-approved protective tray or mat is provided to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance as referred to under article 9 of these General Terms and Conditions,
  - combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
  - any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
    - explosive substances and preparations such as spray cans including air-fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
    - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpeter and perchloric acids;
    - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol,

- turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
- (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
- harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
- caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- irritants and preparations;
- sensitizing substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to reproduction;
- substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- pesticides and herbicides

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

	Explosive / risk of explosion
	Oxidising, facilitates the ignition of another product
	Acute toxicity, dangerous product that can be deadly
	Xn/XiHealth Hazard / hazardous to the ozone layer
	Corrosive
	Flammable
	Gas under pressure
	Serious Health hazard
	Hazardous for environment

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

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

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

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

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

Agreement (such as invoice management), as amended from time to time by Shurgard.

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

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

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

#### Touchless Access

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

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

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

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

#### Account Creation and Services

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

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

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

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

- (i) the Customer can consult and pay Shurgard's invoices via the Mobile App as described in clause 4.10 and 4.11 below.
- (ii) The Mobile App gives information regarding the Storage Unit(s) rented by the Customer including the identification number of the Storage Unit, the type of access to the Storage Unit, the availability of heating in the Storage Unit, the size of the Storage Unit, the monthly rent paid and the move out date.
- (iii) The Customer can have a view on its Mobile App Account and consult and update, where need be, information about (a) its profile, such as the chosen communication language (French, Dutch or English), its alias name, its e-mail address, its phone number and its address; (b) chosen the payment method; (c) the invoice settings and (d) Mobile App settings regarding the used language, geolocation services, Bluetooth services, TouchID/FaceID services and Haptic vibration. ish), its alias name, its e-mail address, its phone number and its address; (b) chosen the payment method; (c) the invoice settings and (d) Mobile App settings regarding the used language, geolocation

services, Bluetooth services, TouchID/FaceID services and Haptic vibration.

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

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

#### Article 3. Term of the Storage Agreement

- 3.1 Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of one (1) month. After this initial minimum one (1) month period, the contract will continue for an indefinite period and either party may decide to terminate it by providing written notice of at least thirty (30) days. The termination will become effective at the end of the thirty (30) days-notice period.
- 3.2 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.

#### Article 4. Payment of rental charges and fees

##### 4.1 Rental charges and fees

All rental 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 rental 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).

In addition, Shurgard may also request Customer to pay a deposit at least equivalent to one (1) month's rental charge as a guarantee for the proper implementation of the Storage Agreement. Shurgard may recover all unpaid rental charges, fees and costs arising out of the non-compliance with the Storage Agreement 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. If Shurgard is charged negative interests on the account holding the deposit, Shurgard is entitled to deduct this negative rate from the deposit.

- 4.2 The rental 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 rental charges and fees. Reviewed rental charges and fees will be applicable thirty (30) days after the sending of a written notice by Shurgard ("Notice Period"). If a Private Customer disagrees

with the reviewed rental 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) For the payment of the rental charges and fees invoiced for the first month's use of the Storage Unit, Customer shall rely on one of the following payment methods:

(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 storage facility where the Storage Unit to be rented by Customer is located.

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

c) Customer further acknowledges that Shurgard has the right not to renew the Storage Agreement at the end of the month, should Customer decide to revoke/cancel the right granted to Shurgard to collect invoiced rental charges and fees directly from their chosen 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 rental 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 shall bear the costs applied by their financial institution for transferring the amount of the rental charges and fees to Shurgard.

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

Customer acknowledges and agrees that in the event they modify or cancel (*opzeggen*) the Storage Agreement prior to move-in date, Customer will owe Shurgard an amount equal to fifteen (15) days of the invoiced rental charges and fees. The balance of the rental 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 already incurred costs such as paid insurance fees are not refundable.

- 4.5 Notwithstanding article 4.4, Private Customers have the right to withdraw from/cancel (*herroepen/opzeggen*) 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/cancellation right, Private Customers must inform Shurgard of their decision to withdraw from/cancel the Storage Agreement using an unequivocal statement (e.g. a letter sent by post at the official business address of **Shurgard Nederland B.V.** as registered in the trade register of the Chamber of Commerce (currently: Contactweg 30 C, 1014 AN Amsterdam) or by email sent at [info@shurgard.nl](mailto:info@shurgard.nl)).

Private Customer may use the model withdrawal form under Annex I, but this is by no means mandatory. If the Private Customer exercises this option, Shurgard will without delay send the Private Customer an acknowledgement of receipt of the termination (e.g. by e-mail).

To meet the withdrawal/cancellation deadline, it is sufficient for Private Customer to send the communication concerning the exercise of their withdrawal/cancellation right before the expiration of the fourteen (14) days withdrawal/cancellation period provided it is received within two (2) working days after the expiry of that deadline. If Private Customer withdraws from/cancels the Storage Agreement, Shurgard shall without undue delay reimburse all payments received from Private Customer in relation to the Storage Agreement. Shurgard will carry out such reimbursement using the same means of payment as was used by

Private Customer at the time of the initial conclusion of the Storage Agreement; and in no event, Private Customer will incur any costs as a result hereof.

If the Private Customer has made use of the services to be provided by Shurgard under the Storage Agreement and/or has requested Shurgard to start the performance thereof before the end of the above-mentioned withdrawal period, the Private Customer shall pay Shurgard a compensation in proportion to services already provided/performed up to the date Shurgard was informed of the withdrawal or cancellation.

#### 4.6 Invoicing

Shurgard may, at its own discretion, send the paper or electronic invoicing of the monthly rental charges and fees using the email address provided by the Customer. If Customer insists on obtaining paper invoices by post, a monthly charge will be made by Shurgard for this service. If Customer chooses not to receive an invoice, a pdf version of the invoices will remain available in the Mobile App.

In addition, Customer accepts e-mail as a proper and sufficient means for any type of communication between Shurgard and Customer.

#### 4.7 Late payment

If the payment of the monthly rental 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. Shurgard is also entitled to charge the Customer the following administrative fees: EUR 20 for the first reminder and EUR 20 for the second reminder. Insofar as collection charges are not already included in these administrative fees, Shurgard may also charge additional collection charges with each reminder, demand and/or notice of default in accordance with article 12.3.

4.8 If the Customer is in default or has not paid the rental charges and fees or any other fees due under the Storage Agreement within 30 days of the agreed payment date (*verzuim*), Shurgard will have the following additional rights:

(a) to break the existing fitted lock on the Storage Unit and install a new one,

(b) to remove the Goods from the Storage Unit and transfer them to any other alternative storage location without incurring any liability for loss or damage resulting from such a removal or transfer,

(c) to charge the Customer the full costs of removing and transferring the Goods elsewhere along with all costs arising out of further subsequent removals or transfers thereof,

(d) to terminate the Storage Agreement and then to apply a monthly occupancy fee for an amount equal to what would have been applicable under the Storage Agreement,

(e) to consider the Goods in the Storage Unit as abandoned goods and to dispose of them at Shurgard's sole discretion.

4.9 The proceeds of any sale in accordance with article 4.8 will accrue to Shurgard to the extent necessary to pay any costs incurred by Shurgard in connection with the exercise of rights under this clause and to discharge all other sums due to Shurgard under this Storage Agreement. Any surplus balance will be refunded to the Customer. If a Customer cannot be located or fails to collect the balance of proceeds, Shurgard will continue to hold any such amounts on behalf of the Customer. Nothing in this clause shall affect Shurgard's right to payment in respect of rental charges and fees or any other sum due under this Storage Agreement whether or not Shurgard has elected to exercise any of the rights specified hereabove.

4.10 Customer agrees that all Goods in the Storage Unit serve as security for Shurgard's right to payment of rental charges and fees or any other sums due and that access to the Goods may be denied until such time as all outstanding sums have been paid. The Customer also accepts that such security over the Goods in the Storage Unit may lead to a loss of ownership. The Customer hereby waives any claim the Customer may have against Shurgard in connection with such loss of ownership, irrespective of the legal basis thereof.

4.11 The Mobile App enables Customer to manage and pay invoices issued by Shurgard.

4.12 Customer can activate the "autopay" option to enable direct debit of all invoices from Shurgard.

4.13 Regardless of Customer's use of the Mobile App to pay invoices and/or using the "autopay" functionality, it remains the obligation of Customer to make sure the invoices have been paid in a timely manner.

4.14 Shurgard is in no way responsible for the technical processing of the payment itself, nor for ensuring the effective execution of the payment. The payment of services is performed by and through the interface of a third-party service provider (the "Service Provider"), which is responsible for and guarantees the certification of the platform and the security of the data relating to the means of payment offered by Shurgard, which the Service Provider uses, processes or stores on behalf of and for the account of Shurgard.

### Article 5. Safety Notices

#### 5.1 Entering and leaving the storage facility

Customer is given a personal access code which enables them to enter the Shurgard facility. Each time Customer wants to access the Storage Unit they need to use the personal access code.

Customer should not enter or leave the Shurgard facility by entering/exiting with another customer or vehicle without having entered the personal access code.

Customer must always ensure that all doors and gates are closed after entering or leaving the Shurgard facility.

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

Should a Customer forget the personal access code, they must personally request a new access code from the Shurgard Store Manager or a store employee.

For security reasons, personal access codes are never communicated by phone, email or SMS.

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

A Customer can occupy a new Storage Unit only during the advertised opening hours and only with the assistance and supervision of the Shurgard Store Manager or a store employee.

If Shurgard and Customer agree that the Storage Unit is accessible outside the advertised opening hours, a monthly charge will be made by Shurgard for this service provided.

Shurgard is not responsible for any temporary technical faults, snow or other inconveniences, which prevent Customer from entering/leaving the Storage Unit or prevent the use of the lifts.

#### 5.2 Customer access to the Storage Unit

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

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

#### 5.3 Emergency / Fire Procedure

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

#### 5.4 Inside the Storage Facility

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

(a) a safe speed or

(b) 15 km/h.

Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility.

Smoking is strictly prohibited within the storage facility.

The use of trolley's, motor vehicles, elevators or any equipment provided by Shurgard is always at the Customer's own risk. Customer must ensure that none of these are used, operated or occupied by

children. Children may not be left unattended within the storage facility. Trolleys owned by Shurgard may not be kept inside of a Storage Unit by Customer under penalty of a fine of at least 30 EUR per trolley / per day. Customer may not store Goods if this would cause the maximum load capacity of the floor to be exceeded. Customer is responsible for ensuring compliance with this measure and Customer must discuss the maximum load capacity with the Shurgard Store Manager or a store employee.

Goods in the Storage Unit must always be stored in a safe manner, without exerting pressure on the walls. Shurgard is not responsible and assumes no liability for any injury/damage caused by or to the Goods. Shurgard has no obligation to take delivery of Goods for Customer.

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

- 6.1 At the later of
- (i) the start of the Storage Agreement and
  - (ii) the actual move-in (*ingebruikneming*) date, the Storage Unit is provided by Shurgard and accepted by the Customer, in a good condition without defects and swept clean.
- 6.2 Shurgard shall always be entitled to offer Customer another Storage Unit of a similar or larger type at no additional cost for the Customer.
- 6.3 If no Storage Unit of the agreed type is available on the move-in date, Shurgard has the option of
- (i) offer Customer a Storage Unit of another type to the extent that it meets Customer's needs or
  - (ii) suspend the Storage Agreement until a Storage Unit of the agreed type is available. In the latter case, Customer's obligations under the Storage Agreement are suspended until the Storage Unit is made available and until then Customer will not owe Shurgard any rental charges and fees. In addition, in any such cases of suspension, Customer shall, as sole remedy, have the right to terminate the Storage Agreement against full refund of already paid rental charges and fees. Shurgard shall never be liable for any damage suffered by Customer as a result of any delay in making the Storage Unit available.
- 6.4 Customer is not entitled to use any specific Storage Unit. Shurgard has the right at any time to propose an alternative Storage Unit and the right to require Customer to move the Goods to the proposed alternative Storage Unit, subject to a prior notice of at least fourteen (14) days.

#### **Article 7. Prohibition of subletting and assignment**

- 7.1 Customer is not allowed to (sub)rent the Storage Unit in whole or in part or to allow it to be used in any way by third parties.
- 7.2 This Storage Agreement is personal, and Customer agrees that it is prohibited to assign the Storage Agreement to any third party without Shurgard's prior written consent. The right to use the Storage Unit can only be exercised by Customer.
- 7.3 Shurgard may transfer its rights and obligations under the Storage Agreement to any company within the Shurgard Group without the prior approval of Customer.

#### **Article 8. Liability and exclusion of liability**

- 8.1 The risks associated with the storage of Goods in the Storage Unit and the use of the Mobile App are always and exclusively borne by Customer. Shurgard shall not be liable for any damage to the Goods nor shall Shurgard be liable for any other damage or economic loss of Customer.
- Shurgard gives no warranties or assurances to Customer regarding the custody, supervision or security regarding the Shurgard facility or the Storage Unit or the Mobile App.
- Shurgard will not inspect the Goods nor verify the suitability of the Goods for storage or their compliance with statutory provisions and the terms and/or limitations of this Storage Agreement. Shurgard accepts no liability for any damage to Customer should the storage of the Goods be inappropriate, unsafe or illegal.
- 8.2 Shurgard will permit inspections or controls in the Storage Unit by investigation and enforcement authorities. Shurgard will not be required to inform Customer about this, nor will Shurgard verify the rights of

these authorities. Shurgard shall not be liable for the consequences of such inspections or controls. Shurgard is therefore not liable (without limitation) for any damage to the Goods and/or locks and fittings during such inspections and controls. Customer shall at all times be liable for any damage Shurgard may suffer as a result of such inspections or controls.

- 8.3 Customer shall indemnify Shurgard, on a continuing basis, against any costs, claims, liabilities, damages or expenses suffered or incurred by Shurgard as a result of Customer's use of the Storage Unit or the Mobile App including any claims made by any third party or governmental authority/agency as a result of Customer's use of any Storage Unit or the Mobile App.
- 8.4 Shurgard shall never be liable for any indirect or consequential damage suffered by Customer, including but not limited to, lost purchase, lost profits, lost opportunities, loss of anticipated savings, lost reputation or any damage resulting from the activities of other customers or as a result of impediments in the use of the Storage Unit caused by third parties.
- 8.5 The Customer agrees that given
- (a) the availability of insurance to protect the value of the Goods,
  - (b) preventing Shurgard from accessing the Storage Unit and monitoring the Customer's use of the Storage Unit,
  - (c) Shurgard's lack of opportunity to correctly assess the risk; and
  - (d) the potentially large difference between the rentals /costs paid by Customer and the damage Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

#### **Article 9. Duty to insure**

Throughout the term of the Storage Agreement, Customer must insure the Goods against loss and damage within the framework of an all-risks goods insurance policy to protect the full value of the Goods. Failure to do so will mean that all loss and damage (from whatever cause including wilful misconduct and gross negligence by Shurgard) will be at the risk and expense of Customer.

If such an insurance is not taken out through Shurgard, Customer agrees to subscribe it with a reputable insurance company. Such insurance must contain an article in favour of Shurgard pursuant to which the insurer waives all rights of recourse (*rechten van verhaal*) against Shurgard, Shurgard's insurers and contractual partners. In addition, upon the conclusion of the Storage Agreement, Customer is obliged to provide Shurgard with proof (certificate) of such a subscribed insurance. As long as such certificate has not been delivered, Customer must subscribe an all-risk goods insurance through Shurgard.

Customer shall at all times indemnify and hold Shurgard, Shurgard's insurers and contractual partners harmless against any recourse claims by the Customer's insurers.

#### **Article 10. Maintenance and repairs**

- 10.1 Shurgard shall at all times have access to the Storage Unit in order to carry out (or have carried out) maintenance, repair, renovation and extension work and investigations, repartitioning, including the installation of additional facilities.
- 10.2 Renovation and/or repair/maintenance work on or to the Storage Unit do not constitute any default by Shurgard, even if such work (temporarily) limits or prevents the use of the Storage Unit or allows Shurgard access to the Storage Unit. Customer will tolerate the renovation and/or repair/maintenance work and give Shurgard the opportunity to do so, without entitlement to reduction of the rental charges and fees or any other payment obligation, whole or partial dissolution of the Storage Agreement and/or compensation as a result of the renovation and/or the work.
- 10.3 Customer shall take the necessary precautions to prevent damage to the Storage Unit or third party property. In the event of damage to the property of third parties or Shurgard's property, Shurgard is at all times entitled to carry out repairs at the expense of Customer. Customer agrees to make payment of invoices for such repairs within 7 days of such invoice being sent.

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

#### **Article 11. Shurgard and third party access**

11.1 In principle, Shurgard and its employees will only enter the Storage Unit with the prior permission of Customer unless this Storage Agreement provides otherwise.

11.2 In an emergency, Shurgard may also enter the Storage Unit (if necessary, by means of forced entry) without Customer's permission or warning to Customer. Emergencies here include maintenance, repairs and renovation as well as all sudden events requiring urgent access.

11.3 In addition, at the request of national, local, regulatory or criminal justice authorities and bodies, Shurgard shall at all times have the right to provide itself and such authorities and bodies with access to the Storage Unit.

11.4 Shurgard also has the right to remove all locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that Customer fails to comply with any of the obligations under the Storage Agreement or if Shurgard suspects that these obligations are not being complied with. In particular, Shurgard has the right to deny Customer access to the Storage Unit and to enter the Storage Unit in the event of non-payment of rental charges and fees due.

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

11.6 Shurgard is under no obligation to monitor the access rights of any third party to the Storage Unit, including the access rights of national, local, regulatory or criminal justice authorities or agencies. For actual provision of access to the Storage Unit by Shurgard and/or these governments and authorities, Shurgard accepts no liability whatsoever.

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

12.1 In the event that Customer:

- (a) fails to comply with any obligation imposed by law, national or local regulations or custom; or
- (b) fails to perform its obligations under the provisions of this Storage Agreement (including non-payment in respect of rental charges and fees due); or
- (c) is subject to bankruptcy or and other insolvency related measure, Shurgard will be entitled at any time to terminate the Storage Agreement immediately without notice and without prejudice to its existing rights and remedies. In addition, Shurgard will remain entitled to recover from Customer all losses, rental charges and fees and costs due.

12.2 In the event of termination of this Storage Agreement, Customer will be notified of such termination and must remove the Goods from the Storage Unit within fourteen (14) days of such notification. If Customer fails to do so, Shurgard may exercise its rights under article 4, including the right to sell or dispose of the Goods.

12.3 Costs incurred in connection with debt collection and enforcement of the Storage Agreement shall be reimbursed by Customer as follows:

- 15% fee on the first outstanding amount of €2,500,
- 10% charge over the next outstanding amount of €2,500,
- 5% charge over the next outstanding amount of €5,000,
- 1% charge over the next outstanding amount of €190,000.
- 0.5% fee on the remaining outstanding amount.

A minimum fee of €40 may be charged by Shurgard anyway.

#### **Article 13. End of the Storage Agreement**

13.1 At the end of the Storage Agreement, Customer is obliged to return the Storage Unit to Shurgard clean, cleared, unlocked and in the same condition as at the commencement date of the Storage Agreement (taking into account normal wear and tear). If Customer fails to do so, Customer will reimburse the costs incurred by Shurgard to repair any damage.

13.2 Customer must remove all Goods from the Storage Unit.

13.3 All Goods left by Customer in the Storage Unit after termination of the Storage Agreement will be deemed to have been either transferred to Shurgard free of charge or abandoned by Customer (*res derelicta*), at the discretion of Shurgard. The abandoned Goods will be removed by Shurgard at the expense of the Customer (with a minimum of 50 EUR/m<sup>3</sup>). The Customer remains fully liable for all costs and damage resulting from the abandonment of these Goods. Shurgard is hereby irrevocably authorised by the Customer to sell its Goods.

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

14.1 From the effective date of the Storage Agreement, Shurgard may send any notices or communications to Customer either by post (at the address stated in the Storage Agreement) or by email or other electronic means (at the email address or any other electronic address notified by Customer).

14.2 Customer must inform Shurgard in writing of any change of postal address, electronic address or telephone number and this prior to any such change taking effect.

14.3 The Customer can also contact Shurgard by completing the online form available in the 'help' section of the Mobile App or by phone at 0800/41 00. This may require the creation of a Mobile App Account.

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

15.1 Customer's personal data will be processed by Shurgard as the data controller in accordance with applicable data protection laws and in accordance with the rules set out in Shurgard's Privacy Policy (which is available online on Shurgard's website or in hard copy at each of its locations upon request). This Policy describes the reasons why Shurgard processes personal data, Customer's rights in relation to personal data and other important aspects of the way Shurgard processes such personal data.

15.2 Customer's data, as retained in Shurgard's files, are and will remain subject to applicable data protection laws.

#### **Article 16. Turnover Tax**

16.1 This article applies to the Customer who also qualifies as a company under the application of the 1968 Turnover Tax Law, hereinafter also called: the "Customer-company" and who will use the Storage Unit for activities for which the Customer-company has (minimum) 90% deduction right. This article is not applicable to Private Customers.

16.2 Sales tax is payable by the Customer-company mentioned in article 16.1.

16.3 By signing this Storage Agreement in its capacity as company, the Customer-company consents to the Storage Agreement being subject to tax.

16.4 The Customer-company and Shurgard explicitly declare that the lease price was determined based on the assumption that the Customer-company will use the Storage Unit, or will have it used, for at least the legal (minimum) percentage of activities which give right to the deduction of sales tax, and in such a way that an option can be made for a (sub)lease subject to sales tax.

16.5 The Customer-company and Shurgard make use of the possibility given by Notice 45, Decree of 24 March 1999, no. VB 99/571, to waive the introduction of a joint request opting for a lease with sales tax. To this end, a declaration signed by the Customer-company will be sufficient. This declaration will form an integral part of this Storage Agreement.

16.6 When the Customer-company no longer uses the Storage Unit for activity entitling it to sales tax deduction, and as a result the exemption from full payment of the sales tax deduction, and as a result the exemption from full payment of the sales tax is ended, the Customer-company will no longer have to pay sales tax on the price to Shurgard

or, where appropriate, Shurgard's legal successor(s). From the moment the exemption ends, the Customer-company will pay Shurgard, or where appropriate Shurgard's legal successor(s), next to the lease price excluding sales tax, a sum which fully compensates Shurgard or its legal successor(s) for:

- (i) the sales tax no longer deductible on the operating costs of the Storage Units or investments therein,
  - (ii) the sales tax to be paid by Shurgard to the fiscal authorities as a result of a recalculation on the basis of article 15, paragraph 4 of the Sales Tax law of 1968, or a review on the basis of articles 11 up to and including 13 of the sales tax implementing decision of 1968,
  - (iii) all other damage suffered by Shurgard with the ending of the sales tax deduction.
- 16.7 The financial disadvantage suffered by Shurgard or, where appropriate, its legal successor(s), due to the termination of the option is compensated by the Customer-company to Shurgard, or where appropriate, its legal successor(s), at the same time as the periodic payments and is, with the exception of the damages as referred to in 15.6, sub (i), when possible settled by means of an annuity evenly spread over the remaining duration of the current Storage Agreement period. However, Shurgard has the possibility to claim the disadvantage immediately and in full from the Customer-company when the Storage Agreement is terminated for whatever reason.
- 16.8 That established under clause 15.6 sub (ii) is not applicable when the revision period for the deduction of the sales tax already paid on the rented property has expired at the moment of the conclusion of the current Storage Agreement.
- 16.9 If a situation as referred to in 15.6 occurs, Shurgard, or, where appropriate, its legal successor(s) will inform the Customer-company which amounts must be paid by Shurgard or, where appropriate its legal successor(s), will cooperate if the Customer-company wishes to have the declaration (information) of Shurgard or, where appropriate its legal successor(s), verified by an independent certified public accountant. The costs involved are paid by the Customer-company.
- 16.10 In case the use or granted use of the Storage Unit for the purposes indicated under article 15.4 has not been complied with in any fiscal year, the Customer-company will inform Shurgard or, where appropriate its legal successor(s), within four weeks of the end of the relevant fiscal year by means of a declaration to this end signed by the Customer-company. Within the same period the Customer-company will send a copy of this declaration to the sales tax authorities.
- 16.11 If the Customer-company does not comply with the declaration obligation as referred to under article 15.10 and/or does not comply with the obligation of 'bringing into use' as referred to under article 15.13, or if it appears afterwards that the Customer-company based

#### **Article 18. Final provisions**

- 18.1 If Shurgard finds out that a Customer concluded this Storage Agreement as a Private Customer but is using the Storage Unit for the purposes of its trade, business, craft or profession, Shurgard reserves the right no to apply the specific rules under this General Terms and Conditions applying to Private Customers.
- 18.2 If a part of the Storage Agreement is null and void or subject to annulment, the validity of all and any other part of the Storage Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.
- 18.3 Customer understands and accepts these general rental conditions and the Customer accepts that these terms are available to the Customer in print and online on Shurgard's website.
- 18.4 Shurgard has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the Shurgard website). Modified general terms and conditions are applicable 30 days after notice is received from Shurgard or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Shurgard in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Storage Agreement as of the commencement date of the amended general terms and conditions

itself on an incorrect assumption and Shurgard or where appropriate, its legal successor(s) as a result discovers to have wrongly charged sales tax on the rent, the Customer-company is considered being in default and Shurgard or, where appropriate, its legal successor(s), is entitled to recover the resulting financial disadvantage from the Customer-company. These damages concern all sales tax to be paid by Shurgard or, where appropriate, its legal successor(s), to the tax authorities, increased by the interests, any increases, and other costs and damages. Next to the regulation determined under article 15.6, this paragraph provides for a damage compensation arrangement in case the option is retroactively terminated. The extra damages resulting for Shurgard or, where appropriate its legal successor(s), from this retroactive termination are immediately, fully and wholly claimable from the Customer-company. Shurgard or, where appropriate its legal successor(s) will cooperate if the Customer-company wishes to have the declaration regarding these extra damages to Shurgard or, where appropriate its legal successor(s), verified by an independent certified public accountant. The associated costs are paid by the Customer-company.

- 16.12 That established under articles 15.6, 15.7, 15.9 and 15.11 is also applicable if Shurgard or, where appropriate its legal successor(s), is confronted either after or on the occasion of the premature termination of the Storage Agreement with damages due to the ending of the deduction option for the parties. Such damages become immediately, fully and wholly claimable by Shurgard or its legal successor(s).
- 16.13 Without prejudice to that stipulated in the Storage Agreement, the Customer-company will start using the Storage Unit in accordance with the option right before the end of the financial year following the financial year in which the Customer-company started to use the Storage Unit.

#### **Article 17. Applicable law and competent court**

- 17.1 All disputes which may arise out of or in connection with this Storage Agreement shall in principle be subject to the jurisdiction of the courts where the Storage Unit is located. This is without prejudice to Shurgard's right to apply to any other court having jurisdiction in accordance with applicable law.
- 17.2 Only the laws and regulations of the country or territory where the Storage Unit is located apply to this Storage Agreement.

(taking however into account a minimum notice period of thirty (30) days).

- 18.5 Where two or more customers constitute the Customer, all obligations shall be joint and several.
- 18.6 **US Patriot Act** - Customer represents and warrants that he is not, is not owned or under the control of a person or entity that is, and is not located or operating in any country that is:
- (i) listed on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, or in any other anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control in the United States Department of the Treasury, or
  - (ii) prohibited from entering this agreement by Executive Order 13224, the USA Patriot Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department.

#### **Annex I. Model Withdrawal Form Private Customers**

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

Shurgard Nederland B.V., Contactweg 30 C, 1014 AN Amsterdam or by e-mail at [info@shurgard.nl](mailto:info@shurgard.nl)