



## **GENERAL TERMS AND CONDITIONS OF THE LEASE AGREEMENT**

### **Article 1 Object and definitions**

The general terms and conditions apply to all lease agreements concluded between, on the one hand, the SecuriBox company registered at the Banque Carrefour des Entreprises under number BE 0643 844 230, hereinafter referred to as "SecuriBox", and on the other hand, the user of the storage space/unit (or of any other products and services offered by SecuriBox such as parking, out-of-town location, baggage lockers etc.), hereinafter referred to as the "Customer".

The storage unit, product or service used within the SecuriBox site is referred to as the "Storage Unit" and the lease agreement including the present general terms and conditions is hereinafter referred to as the "Agreement". All goods stored or placed anywhere in the SecuriBox site (including the Storage Unit) are referred to as the "Goods".

The Agreement does not fall within the scope of the law of 30 April 1951 regarding commercial leases.

### **Article 2 Occupancy and use**

**2.1** SecuriBox grants the Customer the right to occupy and use the Storage Unit in accordance with the contractual conditions, for the sole purpose of storing authorised Goods. The Customer may not use the Storage Unit for any other purpose.

The Customer expressly acknowledges and accepts that nothing in the Agreement shall be construed as creating any proprietary right or other right on the Storage Unit.

SecuriBox may, under no circumstances, be qualified as a depositary or guardian of both the Storage Unit and the Goods. By signing the Agreement, the Customer guarantees that they are the sole owner of the property or other title to the Goods and accepts any liability for such goods. The Customer guarantees and commits to indemnify SecuriBox against any claim, costs and any action or recourse of third parties arising from these Goods, including any dispute concerning the ownership or possession of these Goods.

**2.2** The Customer shall ensure that the Storage Unit is maintained in good condition and is used in accordance with the authorised use and the Agreement. The Storage Unit must remain closed and clean at all times. The Customer is responsible for the cleaning and disposal of all dust and waste from the Storage Unit. The Customer is not authorised to abandon any waste or any Goods (or part of the Goods), inside or outside the Storage Unit, failing which they shall pay a minimum fine of 20 euros per abandoned item. In addition, the Customer shall be required to reimburse the unloading costs at a minimum amount of 30 euros per m3.

**2.3** The Customer confirms that they have visited, inspected and accepted the Storage Unit in good condition and that this Storage Unit complies with the regulatory and contractual use for which it is envisaged. The Customer expressly accepts the level and measures of safety and security. SecuriBox will not be held liable for any liability or guarantee with respect to both the occupation and regulatory and contractual use, as well as expectations, in terms of safety and security.

**2.4** The Customer accepts that all indications relating to the size of the Storage Unit may be estimated. Any difference between the actual size of the Storage Unit and that indicated in the agreement will not give either party any rights, nor a price adjustment.

**2.5** The Client commits to comply with these contractual provisions, as well as with all local, regional and national laws and regulations, and other instructions from local, regional or national administrative authorities, and with the rules issued by insurers where applicable.

**2.6** The Customer acknowledges and accepts full responsibility for the actions of any third party having access to their Storage Unit or using their access code; it being understood that such third parties shall be deemed to be the "Customer".

**2.7** The Customer is required to use the Storage Unit in such a way as not to cause or risk causing any damage to the environment or any other disturbance to other users (e.g. radio or machine noise, dust, odour, leaks), and is required to take the necessary measures to avoid such environmental damage or nuisance

**2.8** The Client is not authorised:

- to use the Storage Unit as a workplace, office, workshop or other,
- to carry out commercial activity from their Storage Unit,
- to set up a registered office or establishment in the Storage Unit,
- to use the Storage Unit for illegal, criminal, immoral or tax evasion activities,
- to plug in or connect electrical devices or other services, without the prior written consent of SecuriBox; any authorised electrical device must be switched off and unplugged during the Customer's absence,
- to install fixed elements in or on the Storage Unit, without prior written consent of SecuriBox

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

- jewellery, furs, art, collectibles or irreplaceable objects, objects with sentimental or special value,
- cash, securities, shares or units,
- any object emitting smoke or odour,
- birds, fish, animals or any other dead or alive animals,
- waste (including animal waste and toxic and/or hazardous materials)
- food and other perishable (subject to decay) foodstuffs unless they are properly packaged in such a way as to be protected and not to attract vermin or cause any other form of nuisance,
- firearms, explosives, weapons and ammunition,
- any illegal substance such as drugs, illegally obtained objects such as stolen or smuggled objects etc.
- chemicals, radioactive materials, biological agents,
- asbestos and/or treated asbestos,
- fertilisers (artificial),
- gas cylinders or any other compressed gas and/or batteries,
- fireworks,
- car and/or motorcycle wrecks; the storage of cars and/or motorcycles (old), which are not wrecks, is permitted, it being understood that a protective tray (approved by SecuriBox) must then be placed under the car and/or motorcycle to prevent oil leaks with environmental consequences, and the fuel in the tanks must be reduced to a minimum; the Customer must also maintain specific and adapted car and/or motorcycle insurance throughout the duration of the Agreement, insofar as motorised land vehicles are not covered by the Customers' goods insurance,
- combustible or inflammable products and liquids including diesel and petrol (except for the minimum permitted for cars and motorcycles as mentioned above),
- all other toxic, inflammable or dangerous substances or preparations, and those classified or defined as such by the laws and regulations in force such as:
  - explosive substances and preparations such as all aerosol cans, including deodorants, hairspray, car paint, polish and windscreen de-icer; sprays and gases (liquids) such as LPG, hydrogen, acetylene, propane gas and butane;
  - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, saltpetre and strong perchloric acids;
  - (highly) inflammable substances and preparations such as petroleum, benzene, methylated spirit or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen de-icer, deodorant, neoprene adhesives;
  - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
  - harmful substances and preparations such as cleaning products, paint thinners, wood preservatives, paint removers;
  - caustic substances and preparations such as drain cleaners, descaling products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;

- irritating substances and preparations;
- sensitising substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to reproduction;
- environmentally hazardous substances and preparations such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- pesticides and herbicides.

The most toxic, inflammable or dangerous substances can be identified by the following symbols:

Explosive/risk of explosion / oxidising, promotes the ignition of another product / Toxic, dangerous product that can be fatal / Xn/Xi Harmful/irritant, harmful or irritant (including genetically harmful substances) / Caustic/corrosive, affects skin or materials / Dangerous for the Environment / Inflammable, inflammable product.

**2.10** In the event of non-compliance by the Customer of articles 2.8 and/or 2.9, the Customer shall indemnify SecuriBox for any resulting damage and the Customer shall be liable to criminal prosecution. It should be noted that SecuriBox does not carry out any checks or verification of Goods and their compliance with these terms and conditions.

**2.11** In the event that the Customer is suspected of using the Storage Unit in violation of the Agreement, in particular of Article 2 of the present terms and conditions, SecuriBox reserves the right to notify the competent authorities and allow them access to the Storage Unit for verification purposes, and this shall be solely at the Customer's cost. SecuriBox may then, without being obliged to do so, notify the Customer.

### Article 3 Duration of the Lease Agreement

Unless otherwise stipulated in the Special Terms and Conditions, the Agreement has been concluded for an initial minimum period of 1 month. At the end of this period, the Agreement will continue for an indefinite period and may be terminated at any time by either of the parties, upon 15 days' written notice.

### Article 4 Invoicing and late payment

**4.1** All rental charges and rent will be invoiced monthly including VAT (if applicable).

Upon signing the Agreement, the Customer must pay for

- (i) the first invoice including all fees and rents, services and costs relating to the first month of rental,
- (ii) the purchase of a single-use lock (unless the Customer already has a SecuriBox lock) and
- (iii) administrative fees (only for new customers). If the rental start date of the Storage Unit is set after the 15th day of the month, the Customer must also pay the various fees, rents and rental and service costs for the following month.

**4.2** The rent (excluding any applicable taxes) will not be revised during the first 6 months of the Agreement. Beyond this 6-month period, SecuriBox reserves the right to periodically review the amount of rent and other costs. It is SecuriBox's responsibility to notify the Customer 30 days before the effective date of the new rent. When signing the Agreement, SecuriBox may ask the Customer to pay a security deposit that is equal to two months' rent, as a guarantee that the contractual provisions will be respected. SecuriBox reserves the right to deduct from the security deposit all unpaid fees, rents and costs and/or those resulting from the non-compliance of the contractual provisions. If SecuriBox deems it necessary to deduct such sums from the security deposit, the Customer must immediately supplement the deposit to the sum which it initially provided. The security deposit is non-interest bearing.

**4.3** The Customer undertakes to pay the monthly rent and other costs in advance, before the first day of the month.

**4.4** The Customer acknowledges and expressly accepts that in the event of modification or cancellation of the Agreement before the scheduled lease date, they will be liable to a sum equal to 15 days' rent and costs. The balance of any rent and costs remaining due under the lease agreement will be reimbursed by SecuriBox as soon as possible. However, this refund will never be made in cash. Insurance premiums paid will not be refunded.

**4.5** SecuriBox will have the option of invoicing monthly rents in printed or electronic format. In addition, and for all practical purposes, the Customer accepts email as a sufficient and adequate method of communication between them and SecuriBox.

**4.6** If the total monthly rent is not paid on its due date, SecuriBox may refuse the Customer access to the Storage Unit until the balance has been paid in full. SecuriBox can also charge an administrative fee of 20 euros after the first reminder letter, then 50 euros per additional reminder letter.

**4.7** If the rent due is not paid 30 days after its due date, SecuriBox shall have the following additional rights:

- (a) to break the existing lock and replace it with a new one,
- (b) to move the Goods from the Storage Unit to any other alternative location chosen by SecuriBox, without incurring any liability for losses that may result from such relocation,
- (c) to invoice the Customer for all costs incurred in moving the Goods from the Storage Unit, the costs of storing such Goods at any other location and all costs incurred as a result of further movement of Goods, if applicable,
- (d) to terminate the Agreement and at the same time charge a monthly occupancy fee for an amount equal to the monthly rent,
- (e) to deem the Goods left in the Storage Unit as abandoned goods and, as such, dispose of them freely.

The proceeds of any sale made pursuant to Article 4.7 may be retained by SecuriBox and applied to the payment of all costs incurred by SecuriBox whilst exercising its rights arising from this Article, and any amount due to SecuriBox pursuant to the Agreement. Any balance will be refunded to the Customer (or Curator in the event of Customer bankruptcy); if the Customer cannot be located, or does not collect the balance paid, this amount will be kept by SecuriBox on behalf of the Customer. The present clause does not preclude any action for recovery by SecuriBox for the payment of rents and any other amount due to SecuriBox, regardless of whether SecuriBox has chosen to exercise all or part of the aforementioned rights.

**4.8** The Customer expressly accepts the Goods present in the Storage Unit may constitute a guarantee of payment to SecuriBox of rents, costs and other sums due to SecuriBox, for which reason access to the Goods in the Storage Unit may be refused to the Customer until full payment of the sums due. The Customer accepts that this guarantee may result in the loss of ownership of the Goods left in the Storage Unit.

The Customer acknowledges in particular that SecuriBox benefits from a lien on the goods that furnish the Storage Unit, in its capacity as lessor, in accordance with Article 20.1 of the Mortgage Law.

### Article 5 Security measures

#### 5.1 Entering and exiting the site/access to the site

Customers have a personal access code to the SecuriBox site. This code must be entered each time the Customer wishes to access their Storage Unit. SecuriBox does not allow access inside or outside the site to persons/vehicles (following other persons/vehicles) who have not entered their access code.

Customers must ensure that doors and gates are closed after entry to and exit from the site.

An access code is strictly personal and may not be used by a third party under any circumstances. If the Customer wishes to allow a third party access to their Storage Unit, the Customer must obtain a specific access code for this purpose. The Customer is responsible for the third parties for whom these access codes have been created.

If the Customer forgets their personal access code, a new code can be obtained from the SecuriBox site staff. For security reasons, personal codes cannot be provided by phone, email or SMS. Unless otherwise specified, the Customer may access their Storage Unit during the hours and days advertised at the SecuriBox site office. Access outside of these opening hours is not allowed.

Moving into a new Storage Unit will only be possible during the office opening hours with the help and guidance of site staff.

SecuriBox is not responsible for temporary technical malfunctions, snow, hindrance etc., preventing entry to or exit from the Storage Unit, or the use of lifts.

#### 5.2 Customer access to the Storage Unit

Each Storage Unit is secured by a locking system specially designed to allow a personal lock (cylinder) or padlock to be inserted. SecuriBox does not have keys to access these Rooms.

The Customer is solely responsible for the proper closing of the Storage Unit using their personal lock or padlock. The Customer is not allowed to install a second lock.

### **5.3 Procedure in the event of fire**

Each Customer commits to read and comply with fire safety and protection instructions, as well as emergency exits. Emergency exits are located throughout the building and are clearly marked. It is strictly forbidden to block or obstruct emergency exits, which must remain clear under all circumstances. The Customer may only use the emergency exit in the event of a situation requiring evacuation (e.g. fire). Any misuse or unintended opening of these exits by a Customer will result in the Customer being invoiced for the costs incurred by this misuse.

### **5.4 On the site**

The speed limit for motor vehicles is

(a) a safety speed or (b) 15 km/hr. Parking is only permitted in the spaces provided and designated for this purpose.

Road traffic regulations are applicable on site.

Smoking is expressly and strictly prohibited on site.

The trolleys, motor vehicles, lifts or any equipment provided by SecuriBox may be used by the Customer under their sole responsibility and at their own risk. Customers shall ensure that none of this equipment and material is used by children. Children should not be left unattended on site. Customers are not allowed to keep the trolleys owned by SecuriBox inside their Room, failing to follow this will result in having to pay a fixed sum of 30 euros per day of retention.

The Customer shall ensure that they do not store Goods that have a weight which exceeds the total permissible floor weight. The Customer is required to check with the site staff for the floor overload limit and comply with the limit.

The Goods must be properly placed in the Storage Unit, without resting or exerting pressure on the walls. SecuriBox cannot be held responsible for any injury or damage caused by the Goods or to the Goods.

SecuriBox has no obligation to receive Goods for a Customer.

## **Article 6 Storage Units and availability**

### **6.1 At the latest**

(i) at the start of the Agreement and

(ii) on the moving in date, the Storage Unit is leased by SecuriBox and accepted by the Customer, in good condition, clean and free of defects.

**6.2** SecuriBox always has the option, at no additional cost to the Customer, to lease a different Storage Unit of the same size or larger.

**6.3** If no Storage Unit of the agreed size is available on the planned moving day, SecuriBox may either

(i) provide the Customer with another Storage Unit tailored to the Customer's wishes, or

(ii) suspend the Agreement pending the availability of a Storage Unit of the agreed size. In the latter case, where the Customer's contractual obligations are suspended pending the availability of the agreed Storage Unit, the Customer shall not be liable for any costs on the date the Storage Unit becomes available. The Customer shall also have the option of terminating the Agreement, against reimbursement of rents and fees already paid.

SecuriBox is not responsible for any damage that may result from delayed availability.

**6.4** The Customer may in no way claim any exclusivity, proprietary right or occupancy right of the Storage Unit. SecuriBox may at any time, after having informed the Customer at least 14 days in advance, ask the Customer to move their Goods to another Storage Unit that SecuriBox has specified to them.

## **Article 7 Prohibition of subleasing and transfer**

**7.1** The Customer may not sublease or share the Storage Unit in whole or in part.

**7.2** The Agreement is concluded personally and the Client may not transfer it to a third party without SecuriBox's prior written consent. The right of occupation of the Storage Unit is reserved exclusively by the Customer.

## **Article 8 Liability and exclusion**

**8.1** The storage of the Goods in the Storage Unit is, and remains in any event, at the sole risk of the Customer. In no event shall SecuriBox be held liable for any damage caused to the Goods, property or for the Customer's financial or operating losses.

SecuriBox does not provide any guarantee to the Customer regarding the monitoring of the site or Storage Unit, or regarding the security of the site.

SecuriBox will not take any action to verify the Goods, check that the Goods are suitable for storage in a Room or ensure that the Goods comply with applicable regulations and contractual conditions. SecuriBox cannot be held responsible for losses and damages suffered by the Customer due to inappropriate, dangerous or illegal storage.

**8.2** SecuriBox will authorise access and checking of the Storage Unit in the event of a request from the Police, Fire Brigade, Customs, upon presentation of a court decision, or any other authorised administrative authority, without necessarily notifying the Customer or verifying the compliance of the check.

SecuriBox cannot be held responsible for the consequences of such a check, in particular in the event of damage to the Goods and/or the lock and to other installations. The Customer remains liable to SecuriBox for any damage that SecuriBox may suffer as a result of these checks and inspections.

**8.3** The Customer shall indemnify and hold SecuriBox harmless from and against all costs, claims, liabilities, damages and other costs that SecuriBox may incur or incur as a result of the Customer's use and occupation of the Storage Unit. The Customer shall also indemnify SecuriBox without limitation against any claim or action by third parties or any authority as a result of its occupation of the Storage Unit.

**8.4** SecuriBox cannot be held liable for any indirect loss or damage such as: failure to negotiate, business interruption, loss of opportunity or reputation, or any damage resulting from activities carried out by other customers or from the obstacle caused by third parties, to the proper use of the Storage Unit.

**8.5** The Client agrees and accepts that considering

(a) the existence of insurance guaranteeing the value of the Goods,

(b) the fact that SecuriBox does not have to verify the Customer's use of its Storage Unit,

(c) the fact that SecuriBox does not have the means to assess the Customer's risks, and

(d) the significant difference that may exist between the rents and costs paid by the

Customer and the damages incurred, and the exclusions and limitations of liability provided for in Article 8 are fair and reasonable.

## **Article 9 Insurance obligation**

The Client shall be required to take out and maintain throughout the term of the Agreement an insurance policy with a reputable insurance company guaranteeing the Goods against all insurable risks. Otherwise, any damage or loss of the Goods, whatever the cause (including in the event of gross negligence on the part of SecuriBox), would be at the sole risk and cost of the Customer.

The insurance policy must contain a waiver clause against SecuriBox, its insurers and co-contractors. In addition, upon conclusion of the Agreement, the Customer must provide an insurance certificate proving this obligation. In the absence of proof of such insurance, and as long as such a certificate is not passed on, the Customer will be required to subscribe to the all-risk policy underwritten by SecuriBox for its customers. The Customer commits to indemnify Shurgard, its insurers and co-contractors against any recourse brought by the Customer's insurers against SecuriBox.

## **Article 10 Maintenance and repair**

**10.1** SecuriBox may, at any time, carry out maintenance, repairs, expansion, decompartmentalisation and renovation work on or in the Storage Unit, including the installation of additional equipment.

**10.2** Repair and maintenance work carried out by SecuriBox in the Storage Unit may not constitute a breach by SecuriBox of its contractual obligations, even if such work would temporarily limit the use of the Storage Unit or prevent access to it.

The Customer shall accept with no compensation of any kind whatsoever, without being entitled to a reduction in the amount of rent or other costs, or terminate the Agreement, any repair, maintenance and renovation work.

**10.3** The Customer shall take all necessary measures to ensure that no damage is caused to the Storage Unit and to the property of third parties. In the event of damage caused to third parties or to SecuriBox's property, SecuriBox shall be entitled to have the repair work carried out at the Customer's costs. The Customer commits to pay such invoices within 7 days of them being sent.

**10.4** If necessary, if SecuriBox must access the Storage Unit for the aforementioned reasons, SecuriBox will inform the Customer, if time and urgency allow, that it must, within a reasonable time, move its Goods to another Unit. If the Customer fails to move, SecuriBox will proceed or have the Goods moved to another Storage Unit at the Customer's sole risk.

#### **Article 11 SecuriBox and third-party access**

**11.1** In principle, SecuriBox and its employees may only enter the Storage Unit with the prior authorisation of the Customer.

**11.2** In case of emergency, however, SecuriBox and its employees are authorised to enter the Storage Unit, if necessary by breaking the lock, without prior Customer authorisation and notification. Emergency situations include maintenance, repair, renovation, or any other sudden event requiring urgent entry into the Storage Unit.

**11.3** In addition, in the event of a request from the authorised administrative authorities, SecuriBox will, at all times, allow access to the Storage Unit concerned.

**11.4** SecuriBox and its employees will be authorised, without prior authorisation from the Customer, to enter the Storage Unit, opening the lock or padlock if necessary, in the event that the Customer does not respect its contractual commitments or is suspected of not respecting them. More particularly, in the event of delay or non-payment of rents and costs, SecuriBox may refuse the Customer access to its Storage Unit and SecuriBox shall be authorised to access it.

**11.5** SecuriBox may (but is not obliged to), after opening the Storage Unit under the conditions of Article 11, carry out an inventory of the Goods present in the Storage Unit.

**11.6** SecuriBox is not required to verify the access rights to the Storage Unit of third parties or of the administrative or judicial authorities requesting such access. SecuriBox can never be held liable for having allowed such access to third parties.

#### **Article 12 Lease non-compliance and termination**

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

- (a) does not comply with its obligations, whether legal, regulatory or arising from use; or
- (b) does not comply with its contractual obligations (including failure to pay amounts due); or
- (c) is in an insolvency situation,

SecuriBox may then, without notice, automatically terminate the Agreement and the Customer may continue to pay all sums due under this Agreement.

**12.2** The Customer will then be notified of the termination and will have to move their Goods within 14 days. If the Customer has not moved their Goods within the aforementioned period, SecuriBox may proceed with the sale of the Goods under the conditions referred to in Article 4.

**12.3** The Customer shall be required to reimburse SecuriBox for all costs incurred to recover the amount of its claim, amounting to a minimum of 250 euros for any claim of an amount less than 1,000 euros, increased by 100 euros per 500 euros over 1000 euros unpaid.

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

**13.1** At the end of the Agreement, the Customer commits to return the Storage Unit, after having removed their padlock or lock, in the state of cleanliness in which it was found. Failing this, the Customer will be required to reimburse SecuriBox for the cleaning costs incurred.

**13.2** The Customer shall leave the Storage Unit free of all Goods.

**13.3** Any Goods left on site by the Customer after the end of the Agreement shall be considered as transferred to SecuriBox or abandoned. The Customer will have to bear the costs of cleaning (for a minimum amount of 30 euros/m<sup>3</sup>). The Customer remains fully liable for all costs and damages resulting from the removal of their Goods. The Customer expressly authorises SecuriBox to sell their Goods.

#### **Article 14 Notification, change of address**

**14.1** As from the effective date of the Agreement, SecuriBox will choose to communicate with the Customer either by post (at the address mentioned in the Agreement), by email or by any other electronic means (to the email addresses specified by the Customer).

**14.2** The Customer must inform SecuriBox in writing of any change in postal or electronic address, or telephone number before the change takes effect.

#### **Article 15 Personal data**

**15.1** The personal data communicated by the Client to SecuriBox will be recorded in data files belonging to SecuriBox, who will retain ownership of them.

**15.2** The Customer's data will be stored and processed in accordance with the laws and regulations in force.

**15.3** The Customer has the right to access, modify, rectify and delete the personal data collected in this file.

**15.4** These personal data will be used for customer management, communication, market research and individualised information and/or promotional campaigns (by post or electronically) concerning the products and/or services offered by SecuriBox.

**15.5** To optimise the quality of customer services, telephone conversations between SecuriBox and the Customer may be recorded.

#### **Article 16 Applicable law and competent courts**

**16.1** For all disputes, the parties assign jurisdiction to Mons Court, without prejudice to SecuriBox's right to refer to any other competent court in accordance with the law.

**16.2** The law applicable to this Agreement is the law in force in the country where the Storage Unit is located.