

Article 1. Scope and definition

These general terms and conditions of storage are applicable to all Self-Storage agreements between a company of the SmartBox group, hereinafter called "**SmartBox**" on the one hand, and parties using storage space / units (or any other SmartBox storage products or services), hereinafter called "**the Customer**" on the other hand.

The SmartBox website, store, the used storage space, product or service is called "**the Storage Unit**" and these General Terms and Conditions is hereinafter called "**the Agreement**". All goods which are stored or placed anywhere in the SmartBox storage facility (including the storage unit) are referred to as "**the Goods**".

Article 2. Purpose and use

2.1 SmartBox grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the Agreement for the sole purpose of storing permitted Goods. Customer may not use the Storage Unit for another purpose. The Customer is granted a license to use the Storage Unit (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of SmartBox and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. SmartBox 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 Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will SmartBox hold 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 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 50 EURO per m³ to reimburse the (waste) disposal costs. Trolleys may be available for the convenience of the Customer. 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 200 EURO billed on the customer's account.

2.3 Customer confirms, having visited, inspected and accepted the Storage Unit in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, SmartBox 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 Agreement gives neither party any right or an entitlement to a price adjustment.

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

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

2.7 Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

2.8 The following are not permitted by the Customer:

- the Storage Unit may not be used as a workplace,
- no commercial activity may be exercised from the Storage Unit,
- the Storage Unit may not be used as a registered office or seat of a company,

- the Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities,








- electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of SmartBox ; any authorized electrical appliances must always be switched off during absence,

- without prior written permission from SmartBox no fixed items may be installed in or on the Storage Unit.

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

- jewels, 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 goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
- firearms, explosives, weapons or ammunition,
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive materials, biological agents,
- asbestos and/or processed asbestos,
- (artificial) fertilizer,
- gas bottles or any other compressed gases and/or batteries,
- 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 SmartBox-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,
- 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 airfresheners, 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 saltpetre and perchloric acids;
 - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
 - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
 - harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
 - caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
 - irritants and preparations;
 - sensitizing substances and preparations;
 - carcinogenic substances and preparations;
 - mutagenic substances and preparations;
 - substances and preparations toxic to reproduction;
 - substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
 - pesticides and herbicides

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

-  Explosive / risk of explosion
-  Oxidising, facilitates the ignition of another product
-  Toxic, dangerous product that can be deadly
-  Xn/Xi Harmful/irritant, harmful or irritant (including genetically harmful substances)
-  Caustic/corrosive, affects the skin or materials
-  Environmentally dangerous, a danger to the environment
-  Flammable, flammable product

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

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

Article 3. Terms of the Storage Agreement

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 3 month. After this initial minimum 3 month period, the contract will continue for an indefinite period and can be cancelled any time in writing by either party at will, by giving a minimum written notice of 15 days.

Article 4. Storage charges and late payment

4.1 All storage charges and fees will be charged per calendar quarter together with any VAT payable (where applicable).

Upon agreeing to the Agreement, the Customer must

- (i) pay the storage charges, service fees and costs related to the 1st quarter storage
- (ii) purchase a personal and secure padlock, and
- (iii) pay the ongoing storage charges, service fees and costs for the following calendar quarter as time goes on.

4.2 The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of the Agreement. After that period, SmartBox reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by SmartBox. At the moment the Agreement is agreed to, SmartBox will request Customer to pay a deposit at least equivalent to one (1) month's rental charge as a guarantee for correct compliance with the Agreement. SmartBox may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If SmartBox considers it necessary to draw upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided. No interest is paid on any deposit paid.

4.3 Customer undertakes to pay the quarterly charges and fees in advance.

4.4 Customer acknowledges and agrees that in the event of contract modification or contract cancellation prior to move-in, Customer will owe to SmartBox an amount equal to 90 days of the due storage charges and fees. The remainder of the storage charges and fees paid upon the signature of this agreement shall be refunded by SmartBox as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.

4.5 SmartBox may, at its own discretion, proceed with the electronic payment method of the quarterly storage charges and fees (using the credit/debit card specified by the Customer) as long as the Customer is using

SmartBox products and services. In addition Customer accepts e-mail as a proper and sufficient method of communication between the Customer and SmartBox, for all purposes.

4.6 If the payment of the quarterly storage charge and fees is not received in full on the due date, SmartBox may deny Customer access to the Storage Unit until such time that the total outstanding balance is settled. SmartBox may also charge an administrative fee of 20 EURO after the 1st reminder notice and an administrative fee of 50 EURO after each subsequent reminder notice.

4.7 If any storage charge or fee due under this Agreement is not paid within 30 days of the due date SmartBox will be entitled to the following additional 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 SmartBox may decide without incurring any liability for loss or damage arising by virtue of such removal,
- (c) to charge the Customer the full costs of removal of the Goods from the Storage Unit and storage costs elsewhere together with any repeated cost thereof should SmartBox require that the Goods be moved at any time thereafter,
- (d) to terminate the Customer's right to use a Storage Unit and to charge in the mean time a monthly occupancy fee for an amount equal to a third of the quarterly storage charge and to treat the Goods as abandoned.

4.8 If any storage charge or fee due under this Agreement is not paid within 90 days of the due date SmartBox will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by SmartBox and applied to discharge any expenses incurred by SmartBox in exercising SmartBox's rights under this clause and any further sums owing to SmartBox under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by SmartBox. Nothing in this clause shall prejudice SmartBox's entitlement to payment of storage charges or any other sums due to SmartBox hereunder whether or not SmartBox has chosen to exercise any or all of its rights as set out above.

4.9 Customer agrees that all the Goods in the Storage Unit shall be security for SmartBox's entitlement to payment of the storage charges, fee's and any other sums due to SmartBox, to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

Article 5. Safety Notices

5.1 Entering and leaving the storage facility

Customers are provided with a personal access code to the SmartBox storage facility, which code needs to be used every time the Customer wants to access the Storage Unit. **SmartBox does not permit the following of another customer / vehicle inside or outside the storage facility without having entered the personal access code. The Customer needs to assure that the doors and the gates are closed after entering or leaving. An access code is strictly personal and may under no circumstances be used by third parties.** In the event that a Customer wants to give third parties access to the Storage Unit, Customer has to obtain specific access codes for that purpose. Customer is responsible for the third parties to whom additional access codes have been issued. Should a Customer forget the personal access code a new code can be obtained from the SmartBox personnel. For safety reasons personal codes are not provided by telephone or SMS. Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised at SmartBox website. Access outside these agreed hours is not allowed. If SmartBox and Client agree that the Storage Unit is accessible outside of the advertised opening hours a monthly fee will be charged by SmartBox for this service provided. SmartBox is not responsible for any temporary technical failure, weather, hindrance, etc. preventing the Customer from entering and leaving of the Storage Unit and the use of an elevator.

5.2 Customer access to the Storage Unit

Each Storage unit is secured with a private and personal padlock that each Customer brings on their own. SmartBox 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 padlock. Fitting a second lock is not allowed.

5.3 Emergency / Fire Procedure

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

5.4 Inside the Storage Facility

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

- (a) a safe speed or
- (b) 15 km/h or 10 mph. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility. **Smoking is strictly prohibited anywhere on the storage facility.** The use of trolley's, motor vehicles, elevators or any equipment provided by SmartBox shall always be for the sole risk of the Customer. Customer needs to assure that none of these are operated or occupied by children. **Children may not be left unattended anywhere in the storage facility.** The Customer may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with the store personnel. Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. SmartBox is not responsible and declines any liability for injury or damage caused by or to the Goods. SmartBox shall be under no obligation to receive Goods for a Customer.

Article 6. Storage Unit and availability of the Storage Unit

6.1 At the later of

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

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

6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, SmartBox has the option

- (i) to provide the Customer with another Storage Unit, which meets the Customers' requirements or
- (ii) suspend the Agreement until a Storage unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the storage agreement are suspended until the Storage Unit is made available to him and the Customer owes no charges up to the date on which a Storage Unit can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid. SmartBox is not liable for damage occurring to the Customer as a result of any delay in availability.

6.4 The Customer shall not be entitled to exclusive possession of any Storage Unit. SmartBox shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 days advance notice require that the Customer move the Goods to such alternative Storage Unit.

Article 7. Prohibition of sharing and assignment

7.1 The Customer may not share the Storage Unit in full or in part.

7.2 The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party without the prior written approval of SmartBox. The right to occupy the Storage Unit can only be exercised by the Customer.

Article 8. Liability and exclusion of liability

8.1 The storage of the Goods in the Storage Unit is and remains always at the sole risk of the Customer. SmartBox shall not be liable for any damage to the Goods whatsoever nor shall SmartBox be liable for any property damage or for any economic loss of the Customer.

SmartBox provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility. SmartBox shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement and SmartBox accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.

8.2 SmartBox will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection. SmartBox shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to SmartBox for any damage SmartBox could suffer as a result of these controls and inspections.

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

8.4 SmartBox is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Unit caused by third parties.

8.5 Nothing in this Agreement shall limit or exclude SmartBox's liability for death or personal injury arising as a result of SmartBox's negligence. For the remainder, SmartBox's liability will always be limited to the charges and fees payable by Customer under this Agreement.

8.6 The Customer agrees that given

- (a) the availability of insurance to protect the value of the Goods,
- (b) the fact that SmartBox has taken no steps to verify the Customer's usage of the Storage Unit,
- (c) the fact that SmartBox has no means of evaluating the Customer's risk, and
- (d) the potentially large difference between the charges and fees paid by Customer to SmartBox and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

Article 9. Duty to insure

During the entire term of the Agreement the Customer shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of SmartBox) the loss shall be for the risk and account of the Customer. In case such insurance is not subscribed through SmartBox, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of SmartBox under which all rights of recourse towards SmartBox, SmartBox's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through SmartBox. Customer will always hold SmartBox, SmartBox's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against SmartBox.

Article 10. Maintenance and repairs

10.1 SmartBox may proceed at all times onto or into the Storage Unit to carry out (have carried out) activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.

10.2 Renovation and/or maintenance activities on the Storage Unit by SmartBox do not constitute any default by SmartBox, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit or entail access to the SmartBox Unit by

SmartBox. The Customer must permit SmartBox the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.

10.3 Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or SmartBox property, SmartBox is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within seven (7) days of SmartBox sending such invoice.

10.4 In the event that SmartBox needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, SmartBox will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles SmartBox to access the Storage Unit and move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

Article 11. SmartBox and third party access

11.1 In the event of an emergency, SmartBox and its employees are entitled to enter the Storage Unit (without permission and warning to the Customer), if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.

11.2 Furthermore, in the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, SmartBox shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.

11.3 SmartBox and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of this Agreement or if SmartBox suspects that the Customer is not complying herewith. In particular, SmartBox has the right to deny Customer access to the Storage Unit and enter the Storage Unit in the event of late or non-payment of charges and fees due.

11.4 After entering the Storage Unit in accordance with this article 11, SmartBox has the right (but not an obligation) to make an inventory of the Goods.

11.5 SmartBox is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. SmartBox accepts no liability for providing access to the Storage Unit to third parties.

Article 12. Non compliance with the Agreement and Termination

12.1 In the event that the Customer:

- (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
- (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
- (c) is subject to any Insolvency Event (as set out in Article 12.2), then SmartBox has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.

12.2 The 'Insolvency Events' referred to in clause 12.1 are as follows:

- (a) in relation to a company or corporate entity, that entity:
 - (i) being unable to pay its debts or having no reasonable prospect of being able to pay them;
 - (ii) entering into liquidation;
 - (iii) passing a resolution for a creditors winding up;
 - (iv) entering into a composition in satisfaction of its debts or a scheme of arrangement with its creditors;
 - (v) suffering an application for an administration order in respect of it; or
 - (vi) suffering the appointment of an administrator, receiver or administrative receiver;
 - (vii) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (a) (i) – (vi) inclusive.

(b) in relation to a natural person, that person:

- (i) being unable to pay his debts or having no reasonable prospect of being able to pay them;
- (ii) having a bankruptcy petition presented against him;
- (iii) entering into a composition in satisfaction of his debts or a scheme of arrangement of his affairs;
- (iv) suffering the appointment of a receiver or interim receiver;
- (v) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (b) (i) – (iv) inclusive

12.3 In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then SmartBox may exercise any of the rights set out in article 4.8 including the right to sell or dispose of the Goods.

12.4 The Customer shall reimburse to SmartBox all actually incurred costs of SmartBox in connection with debt collection and enforcement of the Agreement, with a minimum of 200 EURO for amounts up to 800 EURO to be increased with 80 EURO for each multiple of 400 EURO over and above 800 EURO.

Article 13. End of the Agreement

13.1 At the end of the Agreement, Customer must return the Storage Unit to SmartBox clean, tidy and unlocked and in the same condition as at the commencement date of the Agreement (normal wear and tear is taken into account) and, if in default thereof, shall reimburse SmartBox the costs expended by SmartBox in making good any damage caused by Customer.

13.2 Customer must remove all Goods in the Storage Unit.

13.3 All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to SmartBox or abandoned by the Customer (res derelicta) as decided by SmartBox. The goods and items will be removed at the expense of the Customer (with a minimum of 50 EURO/m³). Customer remains fully liable for all costs and damage resulting from leaving the Goods. SmartBox is hereby granted full authority by Customer to sell Customer's Goods.

Article 14. Notice, change of address

14.1 From the start date of the Agreement, SmartBox may, at its own discretion, issue any notice or communication to the Customer by email at the email address provided by the Customer.

14.2 The Customer must inform SmartBox in writing of a change of its address and telephone number prior to any such change taking effect.

Article 15. Privacy

15.1 The Customer's data provided to SmartBox will be included in SmartBox's data files and are SmartBox's property.

15.2 Customer's data will be maintained and processed in conformity with prevailing standards.

15.3 Customer has the right to inspect Customers' data in SmartBox's data files, and may request the correction of the information.

15.4 The Customers data will be used for customer administration, communication, market studies and for (paper and/or electronic) personalized information and/or promotional campaigns concerning SmartBox's products and/or services.

15.5 To optimise the service to SmartBox's customers, telephone conversations between SmartBox and its customers may be recorded.

Article 16. Applicable law and competent court

16.1 The Courts where the Storage Unit is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of SmartBox to bring suit at another Court which has jurisdiction under the applicable law.

16.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to the Agreement.

Article 17. General

17.1 If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most

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closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.

17.2 Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on SmartBox's website. SmartBox has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via email or the SmartBox website). Modified general terms and conditions are applicable 30 days after notice is received from SmartBox or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed SmartBox 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 Agreement as of the commencement date of the amended general terms and conditions (taking however into account a minimum notice period of 15 days).

17.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.

17.4 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.