

GENERAL TERMS AND CONDITIONS OF SALE

Applicable as at 15/03/2021



GENERAL CONTRACTUAL TERMS AND CONDITIONS FOR THE PROVISION OF STORAGE SPACE

1/ PURPOSE AND DEFINITIONS

1.1 These General Terms and Conditions automatically apply to any reservation and provision of a storage space intended solely for the storage or archiving of goods, with Homebox SA, a company registered in the Nanterre Trade and Companies Register under number 404 196 529 (registered office – 22/28 rue Henri Barbusse, 92110 Clichy, France, tel.: 3007 (free call), clichy@homebox.fr, VAT FR68404196529), and companies within the Homebox network (hereinafter the “Company”).

These General Terms and Conditions apply in the event of a reservation or distance sale concluded on the homebox.fr website published by Homebox SA.

They may be consulted on the homebox.fr website and obtained by customers from the reception desk in our centres, before any purchase.

Any reservation or purchase of storage space implies unrestricted and unconditional acceptance of these General Terms and Conditions of Sale, which prevail over all other terms and conditions except those expressly accepted by the Company under Special Terms and Conditions.

The Customer represents that he or she has read these General Terms and Conditions and has accepted them before making any purchase or reserving any storage space.

The Customer undertakes to pay the Company a monthly fee in advance and to use the storage space in accordance with these terms and conditions throughout the period it is made available.

The agreement (hereinafter the “Agreement”) comprises these General Terms and Conditions, the Special Conditions and any schedules thereto.

The Customer agrees to receive the Agreement by email at the email address he or she has provided and to return it signed to the Company.

1.2 The term “Company” means Homebox SA (for sales and purchases made online on the www.homebox.fr website), or any other independent commercial company that is a member of the Homebox network.

1.3 The term “Customer” means the private or professional person that uses the storage space in respect of which it has entered into an Agreement with the Company.

1.4 The storage space is located in a Homebox site with secure access. The Company will provide the Customer, at his or her request, with either a “unit” or a “bulk storage area”. A “bulk storage area” is a non-partitioned individual area, sometimes fenced off by wire, marked out simply on the floor. A “unit” is any partitioned individual space.

1.5 The Company is not required to know the nature, form, value or importance of any items stored by the Customer.

Under no circumstances may the Agreement be analysed as or assimilated with a deposit contract. As such, the Company has no obligation to monitor, guard, maintain or preserve and return the stored items, within the meaning of Article 1927 et seq. of the French Civil Code. Under no circumstances may the Company be qualified as a depositary or custodian of the Customer’s property. The Company will not carry out any checks on the conformity of the stored items with regard to the storage prohibitions and safety rules stipulated in the Agreement, except where it is served with a requisition notice by a competent authority. The Customer is solely responsible for the items it stores in a Homebox centre.

1.6 Neither may this Agreement be analysed as a lease; it is an agreement for self-storage and associated services offered by the Company, which excludes the application and status of commercial leases, irrespective of the effective period of use of the unit or the Customer’s corporate form.

2/ TERM OF THE AGREEMENT

Save where otherwise provided in the Special Conditions, the Agreement is entered into for an initial minimum term of one month, beginning on the date on which the storage space is made available (effective date). If the agreement takes effect during the course of a month, the Agreement will terminate on the final day of the following month (initial period). On termination of the initial period stated in the Special Conditions, the Agreement will be automatically renewed for periods of the same length, at the fee applicable on the date on which the Agreement is renewed.

Save in the circumstances described in Article 7.1 below, and save where otherwise provided in the Special Conditions, if either party does not intend to renew the Agreement on expiry, that party must provide notice thereof to the other party by registered letter (signed for) or by any other written means that provides evidence of receipt, for the Customer at least eight (8) clear days before the scheduled termination date (e.g. notice must be provided no later than 22 September for 30 September) and for the Company at least thirty (30) days before the scheduled termination date. Failing that, the Agreement will be renewed until the following expiry date. In accordance with the provisions of Article L215-4, the following articles of the French Consumer Code are reproduced in full below:

“Article L215-1: “For services agreements entered into for a fixed term containing an automatic renewal clause, a professional service provider must inform the consumer in writing, by a specific letter or email, no more than three months and no less than one month before the end of the period in which a renewal may be rejected, of its option not to renew the agreement that it has entered into containing an automatic renewal clause. This information, which must be provided clearly and comprehensibly, must mention, in a separate box, the deadline for non-renewal.

“Where this information is not sent to the consumer in accordance with the requirements of the first point, the consumer may terminate the agreement without penalty at any time from the renewal date.

In such circumstances, any advances paid after the final date for renewal or, in respect of agreements for an indefinite period, after the date on which the initial agreement is converted to a fixed-term agreement, will be repaid within thirty days of the termination date, less any sums owed under the agreement up to that date

"The provisions of this article will apply without prejudice to any specific legal rules on providing information to consumers applicable to certain agreements.

"Article L215-3: The provisions of this chapter also apply to contracts entered into between professionals and non-professionals.

"Article L241-3: If the professional does not reimburse the sums under the conditions provided for in Article L. 215-1, the sums due will bear interest at the legal rate."

3/ USE AND CONDITIONS OF USE

The Company hereby make a storage space available to the Customer and the Customer undertakes to use that storage space in accordance with these General Terms and Conditions and with the Special Conditions agreed with the Customer. In the event of any conflict between the two documents, the Special Terms and Conditions will prevail over the General Terms and Conditions

3.1 Use

The unit/bulk storage area is a space to be used exclusively for storing authorised items. The Customer must not:

- use it to carry on any commercial, industrial, craft, professional or other activity;
- use it as a business address, place of work, office or for any other professional purpose and must not employ staff there;
- use it as its registered office and must not create an establishment in the storage space and declare it to the Registre du Commerce et des Sociétés (Trade and Companies Register), the Répertoire des Métiers (Trade Register), the URSSAF (French Social Security and Family Benefit Contribution Collection Office) and must not receive customers in the storage space;
- use it to receive mail;
- assign or grant any right over this storage space to a third party, or make it available in whole or in part to a third party, even for no consideration;
- use it for any illegal or prohibited purpose.

3.2 Conditions of using the box/bulk storage area

3.2.a Access and occupation

The unit/bulk storage area may be freely accessed during the site's opening hours, save in the event of exceptional closure. The Company will not be liable in the event of service interruptions or technical malfunctions that may arise for a reason outside the Company's and/or its employees' control. Certain Homebox sites are accessible 24/7 through the use of an access code. If the Customer forgets his or her access code, a new code may only be provided by the on-site staff. For sites that do not have an access control system, the Customer must complete and sign the security log each time he or she enters and exits the site.

The Company reserves the right, at any time, to delay access to the Customer's unit/bulk storage area, so that the number of customers simultaneously present on the site never exceeds 12.

Property may not be moved or transferred into a new unit/bulk storage area outside the reception office's opening hours. The Customer undertakes to occupy the unit/bulk storage area in accordance with its intended purpose and its authorised use.

The Customer explicitly accepts the level of the health and safety rules and measures put in place by the Company. In particular, the Customer undertakes to:

- Maintain the unit/bulk storage area in a perfect state of hygiene and cleanliness;
- Keep the door constantly closed outside periods in which his or her property needs to be handled;
- Not to disclose his or her personal access code or entrust his or her key to any other person;
- Not to play music or cause nuisance that may disturb other customers or staff;
- Not to affix signs, posters or banners on the internal and external walls of the unit or on the fencing of the bulk storage area or on any other place in the Homebox site;
- Not to plug in and/or connect electronic device, digital devices, etc.;
- Not to install fixtures, or drill, paint or modify the unit's walls or the fencing of the bulk storage area;
- Not to obstruct or prevent access, in any way whatsoever, to conduits and installations present on the site;
- Not to cause environmental pollution.

3.2.b Storage prohibitions

The Customer may not store products that are dangerous, prohibited, flammable, toxic, contaminating, explosive, malodorous or the storage of which is regulated.

In particular, and without limitation, the following items may not be stored:

- Perishable foodstuffs subject to decay;
- Waste of any nature (animal, toxic, radioactive or dangerous material);
- Any art or collectible of any nature, fur, jewellery, precious stones and semi-precious stones, valuable paintings and any objects made of precious metal with a value in excess of €10,000;
- Any individual or group of items with an overall value of more than €10,000, save where otherwise explicitly agreed and listed in the insurance policy;
- Land-based motor vehicles;
- Animals, whether dead or alive;
- Matches, lighters and fireworks;
- Firearms, ammunition and explosives;
- Aerosol cans;
- Any illegal substance, any substance that is banned from sale or any item that is illegally obtained, such as drugs, counterfeit products, or smuggled, stolen or concealed goods, etc.;
- Any substance, preparation or item that is:

- explosive, such as pressurised or liquified gas such as LPG, acetylene, butane, propane, etc.
- flammable, such as varnish, oils (vegetable, essential, heavy fuel), resins, paraffins, raw plant fibres (cotton, flax, hemp, etc.), acetone, white spirit, methylated spirits, petroleum, benzene, turpentine, toluene and nitrates (sodium, potassium, ammonia, etc.);
- oxidising, such as hydrogen, chlorates (Ammonium chlorate, potassium chlorate, etc.), peroxides and strong perchloric acids;
- toxic, such as stain removers, pesticides and fuming nitric acid;
- harmful, such as paint thinners and stain removers;
- damaging to the environment, such as pesticides, herbicides and heavy metals;

- an irritant, or items that are sensitising, carcinogenic or mutagenic;
- In general terms, all substances displaying the following symbols and/or subject to regulated storage conditions are prohibited:

FLAMMABLE PRODUCTS EXPLOSIVE PRODUCTS
 COMBUSTIVE PRODUCTS TOXIC MATERIALS CORROSIVE
 MATERIALS PRESSURISED GAS PRODUCTS THAT ARE
 DANGEROUS FOR THE AQUATIC ENVIRONMENT PRODUCTS
 THAT ARE HARMFUL TO HEALTH Mutagenic, respiratory,
 carcinogenic, risks to reproduction PRODUCTS THAT ARE
 HARMFUL TO HEALTH Skin sensitivity, inhalation, eye
 irritation.

3.2.c Safety rules

- Smoking within the Homebox site (including external areas) is strictly prohibited;
- The safety and fire protection instructions displayed on the site must be complied with. The Customer must ensure that emergency exits are kept clear at all times. He or she must not hide or impede access to installations (fire extinguishers, fire hose cabinets, smoke detectors, electrical cabinets, etc.)
- All items must be kept within the unit's walls and must not exceed the maximum height defined by said walls, in order to prevent fires and ensure that lighting, fire protection, ventilation, air-conditioning etc. mechanisms work properly;
- The Customer must not obstruct the mesh that covers the top of his or her unit,
- The Customer must inform the Company in advance of any storage of objects weighing more than 300 kg/m²,
- The Customer must not connect his or her unit to the site's electrical network,
- The Customer must not install any machine in his or her unit/bulk storage area or carry out any hot work within the Homebox site.

3.2.d The storage prohibitions and security rules set out above also apply to the entire Homebox site. Failure by the Customer to comply therewith will result, in addition to any criminal proceedings against the Customer, in the immediate and termination of the Agreement without prior notice and without prejudice to any compensation payable to the Company.

3.2.e The Company reserves the right to alert the competent authorities and authorise them to access the unit/bulk storage area for verification in the event that its use does not appear to comply with the provisions of the Agreement, particularly in the event of a breach of this Article 3 or a situation that may pose a danger or threat to the safety of the site and the persons located there

3.3 Receiving goods

3.3.a The Customer is solely responsible for receiving and shipping goods stored in his or her unit/bulk storage area. The Company will not inspect the goods. On receipt, the Customer, or any person authorised by the latter, will carry out any checks and submit any reservations in the event of loss or damage, within a maximum of 3 days, to the carrier. The Company may refuse delivery if the Customer is not present on the site, except where the Customer has authorised the Company to receive goods on its behalf. Neither is the Company required to monitor goods delivered and left by the Customer outside its unit/bulk storage area.

3.3.b By subscribing to a goods receipt service with the Company, the Customer will be notified via texto® that its goods have been received by the Homebox site and will be required to come and store them in his or her unit/bulk storage area within the time limit indicated on the goods receipt authorisation signed with the Company. Any extension of storage outside the Customer's unit/bulk storage area must be requested in writing in advance by the Customer to the Company.

Any prolonged and unauthorised presence of goods left in the loading bay by the Customer or the depositing of unauthorised goods in the loading bay, as well as any delay in payment for the goods receipt service, may lead to termination of the goods receipt authorisation, after formal notice has been sent. The Company may refuse any delivery to the site if the Customer does not apply the terms of the authorisation given to the Company to receive goods on his or her behalf.

3.4 Operational rules for the Homebox site

- Whenever the Customer enters or leaves the site, he or she must enter his or her access code and prevent any persons behind who do not enter their code from accessing the site;
- The Customer must ensure that any door/means of access to the site fully closes behind him or her;
- The Customer must comply with the instructions on using on-site facilities, in particular those for lifts, hoists, etc. The Customer will use them under his or her own responsibility and at his or her own risk;
- The Customer must only use emergency exits in the event of an emergency. The Customer will be charged a minimum fixed amount of €120 in the event that an emergency exit is inadvertently opened;
- The Customer undertakes not to abandon, even temporarily, any waste, items or equipment outside the designated areas, failing which he or she will be required to pay the Company minimum fixed fee for unauthorised storage of €50 per item together with clearance fees (minimum fixed amount: €30 per m³),
- The Customer undertakes to park his or her vehicle only in the designated parking spaces. He or she must comply with the signs in the car park, the direction of traffic and must not exceed the 15 km/h speed limit at the site. He or she must ensure that his or her vehicle does not obstruct access to emergency exits. The Customer may not leave his or her vehicle parked when he or she is not present on the site (except with the Company's prior written agreement) and the Company reserves the right to charge €30 per day for unauthorised parking. The rules of the highway code also apply on the site.

3.5 Customer's liability

The Customer is responsible for storing his or her property in his or her unit/bulk storage area, and, as stated above, the Company carries out no checks and is not required to know the nature, form or value of the property stored by the Customer, nor the basis on which the Customer holds or owns that property. He or she is presumed to be the owner thereof. The Customer remains the custodian of the stored property within the meaning of Article 1242 of the French Civil Code. Accordingly, the Customer will be held liable if damage is caused by his or her property or through his or her fault, to property stored in neighbouring units or bulk storage areas, to the establishment or to persons.

The Customer will hold the Company harmless from and against any claim or recourse by third parties in respect of the ownership of, or claims over, property stored in the unit/bulk storage area and undertakes to indemnify the Company in such circumstances.

The Customer alone will hold the padlock or the key to his or her unit/bulk storage area; he or she may also be granted a personal and confidential access code. He or she is solely responsible for the safekeeping of the key and/or the padlock that provides access to the unit. The Company will not therefore be liable in the event that a third party accesses the unit/bulk storage area using the Customer's key, padlock or access code, or in the event of the subsequent theft of property or goods.

The Customer will be liable for any damage to the equipment and facilities on the site of his or her own doing and that of any person who has had access to the Homebox site using the Customer's code or key. The Customer accordingly undertakes to indemnify the Company for any costs that he or she incurs in repairing and/or replacing equipment or facilities, based on supporting documents.

3.6 Handling equipment

Handling equipment will be made available to the Customer free of charge.

Unless the handling equipment is absent or defective, the Customer will be solely responsible for its use. The Customer is the custodian of such equipment from taking possession of it until its return, and must ensure it is monitored and checked, within the meaning of Article 1242 of the French Civil Code.

The provision of free-to-use carts and forklift trucks may be withdrawn at the Company's sole discretion. None of these items of equipment may be stored in the Customer's unit/bulk storage area and may not be removed from the Homebox site, unless authorised on an exceptional basis. The Customer will be charged a penalty of €20 per day for the unauthorised storage of such equipment by the Customer.

3.7 Condition of the unit/bulk storage area

The Customer acknowledges that he or she has visited the unit/bulk storage area prior to entering into the agreement and accepts that the unit/bulk storage area provided is in a perfect state of hygiene and cleanliness. The unit/bulk storage area is provided to the Customer without a padlock or key; the Customer is responsible for procuring a system that enables the unit/bulk storage area to be locked.

The Customer is responsible for maintaining the unit/bulk storage area and for ensuring it remains in a perfect state of hygiene and cleanliness for as long as it rents the unit/bulk storage area. Failing this, the Company reserves the right to invoice the Customer for cleaning and clearing any unit/bulk storage area returned to it in breach of this Agreement.

The Customer also represents that the unit/bulk storage area is appropriate for its intended use, in compliance with these conditions of use.

3.8 Changing unit/bulk storage area

In the case of danger or urgent necessity, the Company may be obliged to replace the unit/bulk storage area specified in the Special Conditions with a space of equal or greater size. The Customer will be informed in advance (unless in the case of an emergency) and in writing of the procedures for moving his or her goods, which will be paid for by the Company.

4/ INVOICING AND PAYMENT TERMS

4.1 Fees

The fees for provision of the unit/bulk storage area are payable from the first day on which the storage space is made available until its return, the date of which is indicated on the return form. The amount of the fees, including VAT, is specified in the Special Conditions based on the prices in force on the date on which the Agreement is entered into.

They will be invoiced on a monthly basis. Invoices may be issued and sent to the Customer electronically, with the Customer's agreement.

The amounts of the fees may be reviewed at any time, provided the Company provides at least 30 days' notice to the Customer of the date on which the new fees are to take effect.

In order to cease receiving invoices, the Customer must go to reception to sign the return form and remove his or her padlock. If the Customer has not presented himself or herself and signed the return form, invoicing will continue.

The invoice will also contain any other amounts relating to ancillary services provided for by the Agreement or to the sale of products during the month in question.

4.2 Payment terms

The Company's invoices will be payable on receipt, in advance and without discount, by bank transfer or direct debit, cheque or bank card.

At no time may the sums paid in respect of this invoice be considered to constitute deposits or advance payments.

By using of any of these payment methods, the Customer will be deemed to have accepted these General Terms and Conditions. If the Customer pays by direct debit, the Customer will be notified that the amount is to be debited and the amount of the invoice will then be automatically deducted from his or her account by the date agreed below. The Company and the Customer explicitly agree that the Company's invoice will constitute pre-notification of the amount to be debited in accordance with SEPA (Single Euro Payment Area) requirements, and the Customer agrees to the pre-notification period being three calendar days.

If any of these payment methods is rejected by a bank, the Company will apply administration fees.

4.3 Remote payment

Where payment is made by bank card, the amount owed by the Customer under the Agreement will be debited using the Customer's bank card, after the card information is verified and debit authorisation is received from the issuer of the bank card used by the Customer. The undertaking to pay using a bank card may not be revoked. By providing information concerning his or her bank card, the Customer authorises the Company to debit the amount owed under the agreement using his or her card. To that end, the Customer confirms that he or she is the holder of the bank card to be debited and that his or her name is stated on the bank card, and that he or she has obtained the necessary authorisations. The Customer must provide the sixteen digits and the expiry date of his or her bank card and, where applicable, the security code.

Where the amount is unable to be debited, the sale will be automatically cancelled, as will the reservation of the unit/bulk storage area.

The Company will take all necessary steps to ensure the confidentiality and security of remotely transmitted data.

4.4 Payment delays

Late payment penalties of 12% per year will be payable from the 15th (fifteenth) day following the date on which the invoice is issued and will apply to the full amount owed by the Customer.

Business customers who are late making payments will also be automatically liable to pay the Company a fixed debt collection penalty of €40. Where the debt collection fees exceed the amount of the fixed penalty, the Company reserves the right to request additional compensation from business Customers, based on supporting documents.

4.5 Security deposit

On entering into the agreement, the Customer undertakes to pay a non-interest bearing security deposit equal to one month's fees including VAT. This security deposit will be cashed by the Company. It will be returned to the Customer within thirty (30) days after the end of the Agreement, subject to the performance of all the terms and conditions of the Agreement and in particular after all sums due to the Company have been paid. If the Customer does not return the unit/bulk storage area in its initial condition, the costs of its repair, cleaning and/or clearing may be deducted from the amount of the security deposit, based on supporting documents.

The Customer also explicitly authorises the Company, at its own initiative, to offset the security deposit, pursuant to Article 1347 of the French Civil Code, against the amounts it owes the Company and, therefore, to deduct those amounts from the security deposit.

The ability to offset amounts, as set out above, will only apply to the Company. The Customer must immediately supplement the amount of the security deposit so that it remains at all times equal to one month's fees, including VAT, at the rate in force.

4.6 Insurance premium

If the Customer takes out the insurance policy offered by the Company, as described in the following article entitled "Insurance", the Customer undertakes to pay the insurance premiums on the contractual payment dates set out in the subscription form.

5/ INSURANCE

5.1 Obligation to take out insurance

For the entire term of the Agreement, the Customer will be required to take out and maintain an insurance policy with a reputable insurance company that insures the stored property against all risks, including the risks of fire, explosion, theft, attempted theft, water damage, natural disaster and against the risks inherent in occupying the unit(s)/bulk storage area(s) provided. This insurance policy must also provide for a clause waiving any recourse against the Company, the owner of the building, the Company's other customers and their respective insurers. In return, the Company and its insurers agree to waive recourse against the Customer and its insurers, except in the event of misconduct and non-compliance by the Customer with Article 3 above. On signing the Agreement, the Customer must provide the Company with a certificate from its insurer evidencing cover for the risks set out above and such waiver of recourse, and must provide proof of its continued insurance cover under these conditions throughout the Agreement.

If the Customer fails to meet the conditions of this insurance obligation, the Company will be entitled to refuse to enter into the Agreement or may terminate it pursuant to Article 7.1 below.

5.2 Except where a bulk storage area is provided, the Company will invite the Customer to sign up to the comprehensive contents policy taken out by the Company on behalf of its customers with the Insurance Company of its choice.

When entering into the Agreement, the Customer is free to decide whether he or she takes out insurance by his or her own means, in compliance with the conditions referred to in

5.1, or whether he or she accepts the insurance policy proposed by the Company under the conditions indicated on the subscription form provided by the Company.

If the Company's insurer amends the applicable insurance conditions and/or excesses during the term of the Agreement, the Company will inform the Customer thereof by any means, so as to enable the Customer to obtain insurance from another insurance company. In any event, the Customer must ensure that its insurance cover is maintained without interruption and must inform the Company without delay of any new subscription to an insurance policy. If the Customer is not insured under the conditions set out in Article 5, he or she must terminate this Agreement in accordance with the conditions set out in Article 2 above.

5.3 In any case, if the Customer fails to demonstrate that he or she has taken out and/or maintained an insurance policy in accordance with the conditions set out in this Article, the Company may take out said policy in his or her place and immediately seek reimbursement from the Customer for the amounts it has incurred on his or her behalf.

5.4 The Customer must notify any claim to the Company within 48 hours of the date on which the claim arises. The Customer must also make any necessary declarations to the administrative authorities.

6/ RESERVING BOXES/BULK STORAGE - AMENDMENT/CANCELLATION OF THE AGREEMENT

6.1 The Customer may reserve a storage space up to one month before the date on which he or she wishes to take possession of the space. Reservations may be made remotely; the amount paid for the reservation will be credited against the first rental invoice. All reservations will be confirmed by the Company in writing.

All reservations require the Customer to unreservedly agree to these conditions, which prevail over all other conditions, save for any conditions explicitly agreed to by the Company.

6.2 In the event that a reservation or purchase is made remotely by the Customer acting as a consumer or non-professional as defined by the French Consumer Code, the Customer will have a legal period of fourteen (14) clear days to exercise its right of withdrawal without having to justify their reasons or pay any fees or penalties

The period during which the right to withdraw may be exercised commences on the day following the date on which the distance reservation/sale was made. Where this period expires on a Saturday, Sunday, public holiday or non-working day, it will be extended to the following working day.

In the event that a reservation or purchase is made remotely, and in the event that the Agreement is signed before the expiry of the legal period, the end of the said remaining period will be postponed to the availability contract, as from its signature.

This right may be exercised by completing a withdrawal form (<https://www.homebox.fr/retractation>) provided by the Company or by letter, sent to the Company by registered post (signed for) or by any other written method that provides evidence of postage, including email.

The sums paid by the Customer will be fully refunded to the Customer within a maximum period of fourteen (14) days from the day on which the Company is informed of its decision to withdraw.

The Customer exercising his right of withdrawal in accordance with the terms and conditions indicated above and to whom the Company has made the box/bulk available to him, at his express request, before the expiry of the 14-day withdrawal period, shall be refunded the sums paid in advance in proportion to the period of effective use of the box/bulk until it is returned

6.3 If the Customer brings forward or delays the effective date on which the unit/bulk storage area is to be made available, no fees will be charged.

6.4 If the Customer cancels the Agreement, other than in the circumstances set out in Article 6.2, the Company will retain the sums paid by the Customer and any processing fees.

6.5 If the Agreement is cancelled or amended, under no circumstances may the insurance premium paid by the Customer in respect of the ongoing period be reimbursed by the Company.

7/ BREACH OF OBLIGATIONS

7.1 If the Customer fails to pay an invoice on its due date or breaches any of these obligations or those relating to any other associated service provided by the Company and set out in the Special Conditions, the Company will send the Customer formal notice by registered letter (signed for).

In the event that the formal notice remains without effect for fifteen (15) days after the first presentation of this letter, the Company may, if it sees fit, automatically terminate the Agreement by registered letter with acknowledgement of receipt and reserves the right, where applicable, to take any action with a view having the unit/bulk storage area returned to the Company and, in particular, to obtain authorisation to sell the goods stored in breach of this Agreement by public auction

7.2 In addition to the application of the penalties for late payment or partial payment of invoices set out in Article 4.4 above, the Company may, after informing the Customer accordingly, suspend performance of its services until it receives full payment of its fees and any amounts it is owed under the Agreement. The Company also reserves the right to:

-Restrict the defaulting Customer's access to the unit/bulk storage area;

-Move the contents of the unit/bulk storage area to any other place chosen by the Company at the Customer's expense and invoice the Customer for all amounts owed for this storage;

In the event that a fee is not paid for at least two successive months, the Company may freely dispose of the contents of the unit/bulk storage area, with the Customer's consent or after obtaining an enforcement order authorising it to do so.

8/ ACCESS TO THE CUSTOMER'S UNIT/BULK STORAGE AREA BY THE COMPANY OR BY A THIRD PARTY

The Company and its employees may not access the unit/bulk storage area in the Customer's absence or without the Customer's prior authorisation, except in the cases listed below for which the Company reserves the right to access the unit/bulk storage area or authorise access by a third party in the Customer's absence and/or without the Customer's prior authorisation:

● in the event of danger or urgent necessity, or in the event of force majeure, in order to safeguard the security of the unit/bulk storage area and its contents, of the establishment and of all persons within it. In this case, the Company may exceptionally move the Customer's property, which it will inform the Customer of accordingly.

● at the request of the Police, the Customs authorities, the Fire Service, the Gendarmerie or in application of a court decision.

● in the event of any doubt by the Company regarding the conformity of the items stored by the Customer or the Customer's compliance with the conditions under which the unit/bulk storage area and the Homebox site are used, particularly in the circumstances referred to in Article 3.2., which require the competent authorities to check the contents of the unit/bulk storage area.

Furthermore, the Company reserves the right, after first informing the Customer and proposing another unit/bulk storage area of equal or greater size, to access the unit/bulk storage area in order to carry out any necessary maintenance, repairs or fitting out of the establishment.

9/ TERMINATION OF THE AGREEMENT

9.1 On the effective termination date of the Agreement, irrespective of the reason therefor (expiry of term, termination or non-renewal), the Customer undertakes to:

-return the unit/bulk storage area empty and in a perfect state of hygiene and cleanliness, together with his or her keys or padlocks where applicable, so that the Company is again free to access the storage area and rent it out;

-fully pay the fees, costs and penalties and, more generally, any amounts for which it is responsible under the Agreement.

-sign the release form certifying that the unit/bulk storage area has been correctly returned

9.2 In the event that the unit/bulk storage area is not returned at the end of the Agreement in its original condition i.e. In a perfect state of hygiene and cleanliness and completely empty, the Customer will bear the cost of the cleaning and/or clearance fees.

The Customer will also be required to pay the Company a monthly occupation penalty equal to the fee in force on the date on which his or her agreement was terminated, plus a penalty of 10%, until the date on which all his or her property is removed.

9.3 At the end of the Agreement, if the Customer fails to return the unit/bulk storage area under the conditions set out in Article 9.1 above and if, after receiving notice by registered post (signed for) and by standard letter to attend the site on a particular date and at a particular time, the Customer fails to attend the site or refuses to return the keys to the unit, the Company will forcibly open the storage area in order to remove any property left by the Customer. In this case, any property found in the unit/bulk storage area will be deemed to have been abandoned by the defaulting Customer and will not be supervised in any way by the Company.

9.4 The Customer will bear all costs incurred by the Company in dealing with abandoned property on termination of the agreement (clearing/selling/fees and procedural expenses/forcible opening of the unit/bulk storage area) and the restoration of the unit/bulk storage area to its previous condition.

The minimum clearance costs payable will be €30/m3.

10/ SETTLEMENT OF DISPUTES – MEDIATION – COMPETENT COURTS

10.1 Governing law

The governing law is the law of the country in which the Agreement is performed.

10.2 Settlement of disputes - Mediation

The Customer must address any complaints to the Homebox centre providing the unit/bulk storage area by registered letter (signed for).

Any complaints relating to a service provided via the www.homebox.eu website must be sent by registered letter (signed for) to: HOMEBOX SA – 22-28 rue Henri Barbusse – 921110 Clichy, or by free call on 3007, email at serviceclient@homebox.fr or via the contact form available online.

If a satisfactory response is not received within 21 days from the date the complaint is sent and if the dispute is between the Company and a Customer benefiting from protection under consumer law, the Customer may refer the matter to the Franchise-Consumer Mediation Commission (MFC) at the following address:

Médiation Franchise-Consommateurs (MFC)
29 Boulevard de Courcelles
75008 PARIS

<https://www.mediation-franchise.com/saisir-la-mediation>

No referral to the MFC may be made without a letter of complaint having been sent in advance to the Company by registered letter (signed for).

Some Homebox centres, operated by independent traders, have been able to choose another mediator. Where that is this case, the trader in question is obliged to provide the Customer with this information.

10.3 Address for service - Competent courts

For the purposes of this Agreement and any related issues, the Company and the Customer choose their respective offices indicated in the Special Conditions as their address for service. The Customer must inform the Company in writing in advance of any change of address. If it fails to do so, the change of address will not be effective against the Company. Similarly, the Customer undertakes to notify the Company of any change of email address and telephone number(s).

In the event of a dispute concerning the performance, interpretation or termination of this Agreement and if an out-of-court solution cannot be found to settle the dispute, the dispute will be submitted to the Courts with jurisdiction over the place of performance of the service, without prejudice to the Company's right to bring proceedings before any other competent court under prevailing laws. If the Customer is a consumer, he or she may bring proceedings before the court of his or her choosing or submit the matter for conventional mediation under the conditions set out in Article 10.2 above, or any other alternative dispute resolution procedure (conciliation, for example).

11/ PERSONAL DATA PROTECTION

The Company undertakes to comply with the regulations applicable to the processing of personal data including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) as well as the applicable French legislation (together the "Applicable Regulations").

In particular, the Company undertakes to comply with the fundamental principles relating to the processing of personal data carried out in connection with the Agreement entered into with the Customer, namely:

1. To process the personal data of data subjects lawfully, fairly and in a transparent manner;
2. To collect personal data for specified, explicit and legitimate purposes, and not to further process it in a manner incompatible with those purposes;
3. To ensure that personal data are appropriate, relevant and limited to what is necessary for the purposes for which they are processed;
4. To ensure that personal data are accurate and kept up to date;
5. To retain personal data in a form that permits identification of data subjects for no longer than is necessary for the purposes for which it is processed;
6. To process personal data in such a way as to ensure appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

More specifically, within the framework of this Agreement, the Company is responsible for the processing of the Customer's (and any contact persons') data to which it has access in the context of its services. Accordingly, the Company is responsible for compliance with the obligations set out in the Applicable Regulations, including in particular the informing of the data subjects concerned, the exercising of their rights and the implementation of appropriate security measures.

In application of the Applicable Regulations, the Customer has the right to access and correct his or her personal data, as well as the rights of erasure, opposition and portability, under the conditions defined by the legislation. These rights are set out in detail in the Personal Data Protection Policy available at www.homebox.eu

The Customer may exercise his or her rights by sending an email to dpo@homebox.fr or by writing to the following address: HOMEBOX – Personal Data Protection – 22/28 rue Henri Barbusse – 92110 CLICHY, enclosing, without fail, a copy of his or her valid identity document.

The Customer also has the right to refer any complaint concerning the protection of his or her personal data to the French Data Protection Authority (CNIL).

12/ MISCELLANEOUS INFORMATION/AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

The electronic signature process for the Agreement set up by the Company via a trusted third party will be admissible subject to its express prior acceptance by the Customer.

The Company may amend these General Terms and Conditions after first informing the Customer by letter or email, or by notice on its website, at least thirty (30) days before the amended document is to take effect. The Customer will be deemed to have agreed to the amended General Terms and Conditions unless it informs the Company otherwise in writing within 30 days of being informed of the amendments.

The invalidity of any of these clauses will not invalidate the remaining provisions of the General Terms and Conditions.

These General Terms and Conditions of Sale cancel and replace all other General Terms and Conditions of Sale previously signed by the Customer.

Signed in **On**/**.....**/**.....**

Customer's signature

**DO YOU HAVE ANY
QUESTIONS OR DO YOU
REQUIRE ADDITIONAL
INFORMATION ?**



Une filiale du
GROUPE ROUSSELET