

GENERAL TERMS AND CONDITIONS - HOMEBOX - JUNE 2017

GENERAL TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT

1/ PURPOSE

1.1 During the term of the agreement, the Customer is provided with a unit for the storage or archiving of his/her property. In return, the Customer undertakes to pay a monthly fee in advance and to use the storage unit made available to him/her only in accordance with the terms of this agreement and the Internal Rules.

1.2 The Customer stores goods without the Company having to know the nature, value or importance of the goods stored. Under no circumstances may this agreement be construed or considered as a deposit agreement; the Company therefore has no obligation to monitor, guard, maintain or preserve the stored property.

1.3 This agreement is a services agreement and may under no circumstances be construed or considered as any other type of agreement.

2 / TERM OF THE AGREEMENT

2.1 At the end of the initial term indicated in the special terms and conditions, the agreement shall be renewed by tacit consent for a new period of the same duration, at the current fee rate on the date of each renewal. Except in the case provided for in Clause 6.2 below, if a party does not wish to renew the agreement on its expiry, he/she must inform the other party thereof by letter sent recorded delivery (signed for) or by hand-delivered letter in return for signature, giving fifteen (15) days' notice before the expiry date.

2.2 In the absence of termination as indicated above, the agreement will continue until the following monthly expiry date.

3/ PURPOSE AND CONDITIONS OF USE OF THE UNIT STORAGE

3.1 Purpose

The unit is a storage space. Users are prohibited, in particular, from:

- engaging in any commercial, industrial or craft activity there, whether on an independent basis or otherwise,
- establishing a registered office there,
- having mail sent there,
- indicating this storage space in the Trade and Companies Register or in the Trade Register,
- assigning or pledging to a third party any right over this storage space, or making all or parts of the storage unit available to a third party, even free of charge.

3.2 Storage restrictions

The Customer is free to store any product classified as an 'ordinary risk' in terms of insurance, subject to compliance with the storage rules and restrictions indicated in the Internal Rules.

3.3 Liability

The Customer stores his/her goods under his/her own responsibility; the Company does not need to know what goods are stored in the storage unit. The Customer remains the custodian of the goods stored in his/her storage unit. Accordingly, he/she shall be liable if any damage is caused by his/her property to other property stored in neighbouring storage units, to the establishment or to persons.

The Customer provides the padlock required to close his/her storage unit. He/she is therefore in sole possession of the key and is therefore solely responsible for keeping the padlock key allowing access to the storage unit safe. The Company is therefore not liable for any access to the storage unit by a third party using the Customer's key, or for any theft of the Customer's property or goods.

3.4. Conditions for accessing the site or the storage unit(s)

The Customer undertakes to enter and circulate the site and the storage unit(s) made available in compliance with the provisions of the Internal Rules.

3.5 Handling equipment

The Customer is solely responsible for use of the handling equipment made available to it. The Customer is the custodian of the equipment from taking possession of it until its return, and is responsible for monitoring and controlling it. The Company may not therefore be held liable for damage caused by the handling equipment in the Customer's custody. Taking possession of the equipment constitutes express acknowledgement by the Customer that the equipment does not have defects or faults. The free provision of trolleys and pallet trucks within the Company premises may be revised at the Company's sole discretion.

3.6. Condition of the storage unit

The Customer acknowledges that he/she has visited the storage unit(s) prior to signing the agreement and agrees to the provision of the storage unit(s) as is. (storage unit delivered without padlock).

4/ INVOICING AND PAYMENT

4.1 Fee

The monthly fee is due in full as soon as the corresponding period has commenced.

Example: you arrive on the 17th of the month. You pay from the 17th to the 31st (or 30th), then every month thereafter you pay for the whole month.

This fee may be revised at any time. The Company shall inform the customer at least thirty (30) days before the effective date of the new fee.

To stop receiving invoices, the Customer must sign for the return of the storage unit and remove its padlock. Otherwise, he/she will automatically continue to receive invoices.

The invoiced fee is payable upon receipt, with no discount for prompt payment. Late payment penalties of 12% shall be payable from the 11th day following the invoice issue date.

4.2 Security deposit

On signing the agreement, the Customer undertakes to provide a non-interest bearing security deposit corresponding to one month of the fee, including VAT. This security deposit is cashed. It will be returned to the Customer no later than thirty (30) days after the termination of the agreement, subject to the performance of all the terms and conditions of the agreement and in particular after payment of all sums owed to the Company. If the Customer does not return the storage unit in its original condition, the cost of restoring the storage unit may be deducted from the amount of the security deposit, without prejudice to any other right or action available to the Company.

The Customer expressly authorises the Company to unilaterally offset any sums owed to it against the security deposit. The above right to offset sums owed is reserved solely for the Company.

4.3. Insurance premium

Where applicable, if the Customer takes out the insurance policy offered by the Company as set out in Clause 5.2, the Customer undertakes to pay the insurance premiums on the contractual due dates set out in the subscription form.

5/ INSURANCE

5.1 Obligation to take out insurance

Throughout the term of the agreement, the Customer is obliged to take out and maintain in force with a well-known insurance company, an insurance policy guaranteeing the goods stored against all risks, including in particular the risks of fire, explosion, theft, water damage and against the risks inherent to occupancy of the storage unit (s) provided.

On signing the agreement, the Customer must provide the Company with a certificate from his/her insurer confirming cover for the above risks and waiving any recourse against the building owner, the Company, the Company's insurers and customers. The Customer must prove that his/her insurance cover is maintained throughout the term of the agreement.

If the Customer fails to comply with this obligation, the Company shall be entitled to refuse to sign this agreement and/or terminate this agreement pursuant to Clause 6.2 below.

5.2 The Company offers the Customer to sign up to the storage insurance policy (*contrat multirisque marchandise*) taken out by the Company on behalf of its customers, under the conditions set out in the Internal Rules and the insurance policy subscription form signed by the Customer.

On signing the agreement, the Customer may freely choose whether to take out its own insurance under the conditions set out in Clause 5.1 or whether to sign up to the insurance policy proposed by the Company, in which case it must complete and sign a subscription form with the Company's insurer.

If the Company's insurer changes the applicable insurance conditions and/or excesses, the Company shall inform the Customer as soon as possible by ordinary mail and by displaying the relevant information. If the new insurance conditions do not satisfy the Customer, he/she may terminate this agreement.

5.3. In any event, if the Customer fails to provide evidence that he/she has taken out and/or maintained an insurance policy in accordance with the terms and conditions set out herein, the Company may take out said policy in his/her place, and obtain swift reimbursement of the sums paid from the Customer.

5.4. The Customer must notify the Company of any incident within 24 hours of its occurrence. Where applicable, the Customer is also responsible for filing any reports with the administrative authorities that may be necessary.

6/ NON-COMPLIANCE WITH OBLIGATIONS

6.1 In addition to the late-payment penalties provided for in Clause 4.1, in the event of late payment and/or partial payment of invoices due, any commercial discounts at the standard rate that may have been granted by the Company will no longer be applied. All costs incurred by the Company to recover the debt shall be borne by the Customer. The Company reserves the right to refuse access to the Customer in the event of late payment.

6.2 In the event of non-payment of an invoice or in the event of non-compliance with one of the obligations imposed on the Customer under this agreement, by the Internal Rules or following any other service appended to this agreement provided by the Company, the Company shall send the Customer formal notice to perform by letter sent recorded delivery (signed for). If the formal notice remains without effect in full or in part eight days after the letter is first presented for delivery, the Company may automatically terminate this agreement by letter sent recorded delivery (signed for), at its sole discretion.

The Company may, furthermore, suspend performance of its obligations until full payment of the fees and sums due.

7/ TERMINATION OF THE AGREEMENT

7.1 On the effective date of termination of the agreement, irrespective of the reason therefore (termination or non-renewal), the Customer must have completely emptied and cleaned his/her storage unit and paid in full all fees, interest, costs and payments incumbent on him/her under the terms of the agreement.

7.2 In the event that the storage unit is not returned clean and empty on the date of termination of this agreement, the Customer shall be liable, in addition to unpaid fees plus late-payment penalties and commercial discounts, for an occupation fee equal to the general fee without the commercial discount plus 10%, until the property is removed. (These increases are calculated on the total amount of outstanding sums).

If, moreover, the Customer has not returned the storage unit and if, after a notice sent recorded delivery (signed for) and by standard mail requiring the Customer's presence on set days and times, the Customer has not visited the site or has refused to return the keys to the storage unit, the Company shall be entitled to open the storage unit and remove the stored property by force.

The Company may then move all the property from the storage unit for removal and storage temporarily, at the Customer's expense and risk, in another location either on site or in another establishment belonging to the Company.

The Company may, at its sole discretion, declare abandonment of the Customer's property, which the Customer acknowledges, or have the courts order it to be sold at public auction and retain the proceeds of the sale in payment of any debt owed to it.

The Customer shall be responsible for all costs incurred in recovering sums owed to the Company pursuant to this agreement, including costs incurred in connection with the forced opening of the storage unit and those necessary to restore it to its original condition, as well as all legal costs, such as bailiff's fees, lawyers' fees costs and proceedings.

In any event, the Customer shall be liable to the Company for a fixed compensation equal to four (4) months of the fee, including VAT, as initial damages.

8/ ACCESS TO THE CUSTOMER'S STORAGE UNIT BY THE COMPANY

8.1 In the event of an emergency or *force majeure*, the Company reserves the right to enter the storage unit by force, without first notifying the Customer, in order to ensure the security of the storage unit and property and, in general of the establishment and persons present. The Company may, exceptionally in this case, be required to move the Customer's property, which the Customer accepts. In any event, the Company shall notify the Customer subsequently.

8.2 The Company may be required to provide access to the storage unit in the event of a request from the Police, the Fire Brigade or a court decision.

8.3 The Company reserves the right, after first informing the Customer, to enter his/her storage unit in order to carry out maintenance or repair work, to install any safety system and, in general, to carry out modifications to the establishment.

9/ CHANGE OF STORAGE UNIT OR MODIFICATION OF INTERNAL RULES

9.1 The Company reserves the right, on an exceptional basis, to replace the used storage unit with another storage unit with a greater or equal surface area, subject to informing the Customer in writing at least fifteen (15) days in advance. The Customer must move its property within the time indicated to it by the Company.

9.2 The Company may amend the Internal Rules by notifying the Customer either by displaying them and/or by standard mail.

10/ ADDRESS FOR SERVICE AND JURISDICTION

For the performance of this agreement and its effects, the Company gives its address for service at the address of its establishment as shown on the front of this document, and the Customer gives his/her address for service at the address indicated on the front of this document.

If the Customer changes address, he/she must inform the Company in writing. Failing this, the change of address will not be binding on the Company. In particular, any correspondence sent to the address declared to the Company will be deemed to have been correctly forwarded and will become effective on the date it is first presented for delivery by the postal service, even if such correspondence sent recorded delivery (signed for) is returned to the Company marked 'not known at this address'.

In the event of a dispute relating to the performance, interpretation or termination of this agreement, the Courts in the jurisdiction of the establishment where the agreement is performed shall be competent.

DATA CONFIDENTIALITY

The Customer's bank details remain strictly confidential. They are never stored on our servers.