

Additional agreement – StoreProtect

Part 2 of the rental agreement limits the landlord's liability for loss of and damage to the tenant's stored items. In addition, the tenant is obliged to take out insurance for the stored items in the amount of the maximum replacement value. Alternatively, the Lessor may accept increased liability for loss of or damage to the Lessee's goods that may occur during storage.

By concluding the supplementary agreement "StoreProtect", the Lessor's liability for the loss of and damage to stored items is extended in accordance with the provisions contained in this supplementary agreement. If the Tenant opts for StoreProtect and pays the fees incurred for this, the Tenant is not obliged to take out appropriate insurance. It is then at the Tenant's discretion to insure the stored items.

The Tenant is advised that "StoreProtect" does not replace an insurance contract, in particular because "StoreProtect" does not establish strict liability on the part of the Landlord.

The additional service "StoreProtect" may not be available in individual cases. The Lessor reserves the right to refuse to conclude the additional agreement at its own discretion, even if the Lessee states that it wishes to use StoreProtect.

Conditions of the supplementary agreement – StoreProtect	
StoreProtect - What does the tenant receive?	- Against payment of the StoreProtect fee, the Lessor agrees to accept liability for loss of and damage to the stored items to the extent described below. The liability limit of 100.00€ set out in Part 1 of the rental agreement does not apply. - The Lessor shall be liable for loss of or damage to the stored items as a result of a breach of its duty of care up to a maximum amount equal to the lesser of (i) the maximum replacement value or (ii) the actual value of the lost or damaged items, subject to all liability conditions and exclusions set out in Part 2 of the Lease and this Supplemental Agreement. The amount of the Lessor's liability for loss of or damage to goods under StoreProtect shall be determined, at the Lessor's option, by (a) the repair and/or cleaning costs, (b) the replacement value (as new, see definition in Part 1 of the Agreement) or (c) the actual value before loss or damage, whichever is lower. If the tenant opts for StoreProtect, he is no longer obliged to insure the stored goods against loss and damage, even though "StoreProtect" does not offer the same protection as insurance and therefore does not replace it. If the tenant asserts a claim against the landlord, a processing fee is charged, which the landlord offsets against the compensation amount. The Landlord shall deduct a processing fee of 50.00€ from any compensation due to the Tenant to cover its administrative costs ("processing fee").
The landlord's duty of care under StoreProtect	The landlord must exercise the care that a reasonably prudent person would exercise in similar circumstances to protect the stored goods and is liable if he fails to exercise this care. The lessor is not liable for loss or damage that occurs while the items concerned are in the care or under the control of the lessee, unless the loss or damage is due to the lessor's failure to exercise the care that a reasonably prudent person would have exercised in similar circumstances. The lessor is not liable for damage that could not have been avoided even if such care had been exercised.
Responsibility of the tenant	The tenant is obliged to: to indicate an appropriate maximum replacement value and to inform the lessor if this is exceeded during the term, pay the additional fees for StoreProtect ("StoreProtect Fees").

Limit of liability	The landlord is not liable for damage to or loss of stored items • above the stated maximum replacement value or, • in excess of the actual replacement value if this is lower than the maximum replacement value stated. This applies without prejudice to any further liability of the landlord for damages resulting from injury to life, limb or health and other damages based on a grossly negligent or wilful breach of duty. If the maximum replacement value stated by the Lessee is lower than the actual total replacement value of all items that were in the Lessee's storage unit at the time of the loss or damage, the Lessor reserves the right to either: • to terminate the Supplementary Agreement and not to provide any further services under StoreProtect, or • to reduce the liability limit in the ratio of the stated maximum replacement value to the actual total replacement value ("proportional reduction of the liability limit"). Example: If the actual total replacement value of the stored goods is 10,000€, but the tenant has specified a maximum replacement value of 5,000€, the landlord's liability is reduced by 50%. This means that if goods worth 3,000€ are lost or damaged, the landlord's liability is a maximum of 1,500€. If the tenant stores items whose storage is prohibited under the rental agreement, the landlord's maximum liability is reduced to the maximum replacement value less the replacement value of the prohibited items.
Liability Exclusions, limitations of liability Contributory negligence of the tenant	• Part 2 of the rental agreement contains further exclusions and limitations of liability in addition to the limitation of the lessor's liability to 100.00€. Please read these exclusions and limitations carefully. They apply regardless of whether the Tenant decides in favour of StoreProtect or not. StoreProtect does not apply to items whose storage is prohibited in the rental agreement. If the Tenant stores items in breach of the contract, the Tenant shall bear the risk of loss or damage to these items as well as any other loss or damage caused by the prohibited items. • The Lessor shall not compensate any consequential damages such as loss of profit, loss of income or savings, wasted expenditure or business interruption. The lessor shall not compensate for the value that an item acquires solely because it is part of a pair or set, nor for the value of an undamaged part of a pair or set. • The landlord is not liable for any reduction in value following repairs. As soon as the Hirer discovers any loss or damage, he must notify the Rental Firm immediately. The tenant must proceed in accordance with the provisions on reporting damage contained in this supplementary agreement (see "The tenant's duty to report and inform" below). If the Tenant fails to comply with the requirements described therein, a claim for damages may be reduced or even cancelled entirely due to contributory negligence on the part of the Tenant.
Exclusions– When StoreProtect does not apply	<u>Exclusion of the extension of liability</u> StoreProtect's increased liability limit does not apply to loss of or damage to the following items: • Motor vehicles, motorbikes, boats, caravans, motor homes and other motorised vehicles and trailers ("vehicles") stored inside or outside the storage premises. The Lessor's liability for the loss of or damage to vehicles or other items mentioned above remains limited to 100.00€. The Tenant's obligation to take out insurance for the above-mentioned vehicles and other items also remains in force, regardless of whether or not the Tenant chooses StoreProtect for the other stored items. <u>Limitations of liability for particularly valuable items</u> No items whose value exceeds the following amounts may be stored without the express written consent of the Lessor. Subject to written consent, the Lessor's liability shall be limited to these value limits. Jewellery, watches, precious stones, precious metals and stamps of all kinds with a total value of over 1,000€ Furs, works of art, perfumery articles, tobacco, cigars, cigarettes, beers, wines, spirits and similar items with a total value of more than 15,000€ Electronic devices with a total value of more than 25,000€

	"Electronic devices" are all electrical devices and instruments for private and commercial use, including but not limited to televisions, computers, laptops, tablets, mobile phones, cameras, hi-fi systems, stereo systems and the like. Heavy electronics such as switchgear, turbines, generators and the like are not considered electronic devices within the meaning of this regulation. Other cases in which the landlord is not liable StoreProtect also does not cover the following losses and damage, unless they were caused by a breach of the Lessor's duty of care: • Mysterious disappearance and/or unexplained absence of items; this does not apply in the event of theft by forced entry into the tenant's storage unit; • Loss or damage discovered after the stored items have been removed from the storage unit; • Loss or damage resulting from the following: (i) moths, insects and vermin, unless originating from a source outside the Storage Unit but within the Storage Premises; (ii) ordinary leakage, ordinary loss of weight or volume, evaporation or the nature of the stored item; (iii) leakage of liquid from any receptacle or container; (iv) latent or visible defects in the stored items; (v) mould, mildew or rust, unless proven to be the result of water ingress from a source outside the Storage Unit; (vi) atmospheric or climatic causes; including, but not limited to, loss or damage to items that are not suitable for storage; (vii) electrical, electronic or mechanical malfunctions to electronic items or mechanical goods or loss or damage to electronic items resulting from a configuration error of the control software and/or microchip • Loss or damage caused by acts or omissions of the tenant, his representatives, companions or other persons whom the tenant has authorised to enter the storage unit, including but not limited to failure to lock the storage unit after entry, failure to pack or stack the items properly and securely, the manner of storage, in particular of sensitive items, other behaviour in the storage unit and on the storage premises, the loading and unloading of items into and out of the storage unit and the storage of prohibited items in breach of the contract.
Validity of the other provisions of the rental agreement	The remaining provisions of the rental agreement (Part 1 and Part 2) shall also apply in full upon conclusion of the StoreProtect supplementary agreement, with the exception that (a) the Lessor's liability is extended to the extent described above, so that the liability limit of 100.00€ set out in Part 2 of the rental agreement - subject to the exceptions and limitations listed above - is replaced by the maximum replacement value specified in Part 1 of the rental agreement and (b) the Lessee's obligation to insure the stored items - subject to the exceptions listed above - is cancelled.
Cancellation/ Cancellation of StoreProtect	Tenant's right of cancellation • The Lessee may cancel StoreProtect at any time before the start of the rental period without notice. If StoreProtect is cancelled before the start of the rental period, the Lessor will refund all StoreProtect fees paid in advance. • After the start of the rental period, the Lessee may cancel StoreProtect at any time with a notice period of fourteen (14) days. Any StoreProtect fees paid in advance for the period after the cancellation takes effect will be refunded by the Lessor. • The cancellation can be made by e-mail or in any other text form and becomes effective upon receipt by the landlord. (see part 1). Cancellation right of the landlord • The Lessor may terminate StoreProtect at any time with a notice period of twenty (20) days. The Lessor's cancellation must be in writing. • If the Lessor cancels or terminates StoreProtect, all StoreProtect fees paid in advance for the period after the cancellation or termination will be refunded. General provisions • After effective cancellation of StoreProtect, the Lessor's liability is again limited to 100.00€ in accordance with the provisions in Part 1 and Part 2 of the rental agreement and the Lessee is again obliged to adequately insure all stored items. • The notice periods set out in Part 1 and Part 2 apply to the cancellation of the rental agreement.

Notification and information obligation of the tenant

Obligation to report and inform in the event of loss and damage

1. Obligation to report if the Lessee opts for StoreProtect and discovers Loss or Damage to Goods:
 - i. If the facility is managed by the landlord's employees ("manned") and an employee is on site at the time the damage is discovered, the tenant must notify the landlord personally as soon as possible after the discovery and before removing the affected items from the storage room;
 - ii. If the facility is not supervised by employees of the lessor ("unmanned") or if no employee is on site at the time the loss or damage is discovered, the lessee must prove that the loss or damage occurred during the storage period in the storage room. This proof must be provided as follows:
 - a. The Hirer must contact the Rental Firm by e-mail (see Part 1) immediately after discovering any loss or damage. The e-mail should contain at least the following details and attachments: (a) a written description of the items concerned; (b) details of the nature and extent of the damage or loss; (c) photographs of the affected items prior to removal from the storage area or, if this is not possible, photographs clearly showing the affected items in the vicinity of the storage area within the storage premises ("notification by e-mail").
 - b. Notification by e-mail must be given before the affected items are removed from the storage room and the storage area. The Lessor shall not be liable for any loss or damage reported after the items concerned have been removed from the storage unit unless prior notification has been given by e-mail.
 - c. If it is not possible for the tenant to fully comply with the above requirements for notification by e-mail, he must notify the landlord immediately in person, by telephone or in writing as soon as he discovers the damage or loss.
2. In any case, the following applies: The tenant must inform the landlord in writing or by e-mail (see Part 1) within seven (7) days of discovering any damage or loss, providing as much detail as possible about the claim. In exceptional cases, the Lessor may agree to an extension of this period if the Lessee requests this in writing and the request is received by the Lessor within seven (7) days of discovering the damage.
3. The sooner the tenant informs the landlord of any damage, the sooner the cause can be properly investigated and established. The Lessor shall provide the Lessee with a damage form, which the Lessee must complete and return to the Lessor within a reasonable period of time. The Lessor shall not be liable for any loss or damage that the Lessee has not reported to the Lessor properly, i.e. in accordance with the requirements set out herein.
4. **Further performance conditions:** (a) The hirer must make every reasonable effort to avoid further loss or damage. If the Goods are wet or damp, the Hirer shall keep them away from undamaged items and away from sources of water. (b) The Lessee shall notify the Lessor if it deems additional storage space necessary to fulfil this obligation. (c) The Lessee shall store damaged items and shall not dispose of them until the Lessor has had an opportunity to reasonably inspect them (if necessary); (d) The Lessor shall be entitled to make all necessary enquiries to ascertain and investigate the loss of or damage to the items; the Lessee shall be obliged to assist the Lessor in its enquiries, in particular to provide it with all information necessary for the enquiries on request.
5. **If the tenant opts for StoreProtect, the additional performance requirements listed below must also be met.**
If the Tenant provides misleading or inaccurate information about a claim or makes a fraudulent or false claim, the Landlord may reject the claim, cancel or invalidate the StoreProtect Supplementary Agreement and require the Tenant to reimburse all costs incurred by the Landlord in processing the claim.

StoreProtect - Zusätzliche Leistungsvoraussetzungen

The following additional information and documentation may be required in order to fully assess a claim for compensation:

6. an estimate of the cost of cleaning, repairing or replacing the item;
7. as many details as possible about the affected items, including photos of the damaged areas or the damaged items as a whole;
8. Photos showing all items in the storage unit, including undamaged items (i.e. all stored items).
9. In the case of damaged electrical appliances, photos of the manufacturer's labels showing the make and model of the appliance;
10. if the tenant suspects that items have been stolen, he must take photos of the door, the walls and the padlock of the storage room and present them to the landlord to prove that the storage room has been broken into. The police must be informed immediately and criminal charges filed;
11. if the tenant suspects that the property has been damaged by water ingress, he must photograph the suspected source of the water ingress;
12. if the damaged item can be repaired professionally, the tenant is obliged to obtain a cost estimate before the work begins and to submit this to the landlord;
13. for lost, stolen or irreparably damaged goods, the renter must provide proof of ownership (including receipts), if possible stating the make/model, and proof of the replacement value;
14. the landlord may demand that damaged goods be cleaned as far as possible (e.g. by chemical or household cleaning) before a claim settlement is considered. Reasonable cleaning costs can be taken into account when settling the claim.

DECLARATION ON THE AGREEMENT OF STOREPROTECT

The Tenant wishes to take out StoreProtect and agrees to the conditions and exclusions contained in this supplementary agreement.

The tenant agrees that a processing fee of 50.00€ per claim will be charged and retained.

The Lessee will notify the Lessor in writing or by e-mail if at any time during the term of the Agreement the maximum replacement value specified in Part 1 is exceeded and needs to be increased; the Lessee will pay the additional StoreProtect fees incurred as a result of the increased replacement value.

The lessee confirms that the stated maximum replacement value corresponds to the actual full replacement value of all stored items.

The Tenant confirms that it will not store any items whose storage is contractually prohibited or to which StoreProtect does not apply, unless the Landlord has agreed to this and made a special agreement with the Tenant; in this case, the Tenant must pay the agreed additional StoreProtect fees.

The Tenant acknowledges that all benefits under StoreProtect may be cancelled or reduced if the stated maximum replacement value is lower than the actual replacement value of all stored items.

The Tenant has read the terms, conditions and exclusions applicable to StoreProtect.

The Lessee shall retain all documents provided to the Lessor.

Name:

Number Storage room:

Storage area:

Maximum replacement value:

StoreProtect fees without MwSt.:

Date of entry into force:

Payable: