

Part 2 - General Terms and Conditions

§ 1 Subject matter of the contract and purpose of use

- 1.1. During the term of this rental agreement, the tenant is authorised to use the rental property for the storage of movable property in accordance with the following contractual conditions.
- 1.2. The tenant is not permitted to use the property for living or working purposes.
- 1.3. The landlord has no knowledge of the stored items or their condition.
- 1.4. This agreement does not constitute a custody agreement.

§ 2 Access to the storage area and storage room

- 2.1. The tenant has access to the storage site (the facility) and the storage room (rented property) during access times of by arrangement with the landlord in order to store, retrieve or inspect goods.
- 2.2. It is not permitted to remain on the storage site or in the storage room for other purposes or outside of the access times.
- 2.3. The access times must be visibly displayed at the respective location for the tenant. The landlord shall ensure appropriate access times. The tenant must be granted access at least on weekdays between 09:00 and 17:00 (minimum access times). The landlord reserves the right to temporarily restrict the access times to other reasonable access times at any time and without prior notice. The tenant is entitled to terminate the rental agreement extraordinarily after prior warning with reasonable notice if the minimum access times are not guaranteed on a permanent basis.
- 2.4. Access to the storage hall and the storage room is only permitted to the tenant or a person authorised or accompanied by the tenant in writing. The tenant may revoke any authorisation granted to a third party at any time. The landlord is entitled, but not obliged, to request legitimisation (proof of identity and, in the case of third parties, additional access authorisation) from any person wishing to enter the storage hall and to refuse access in the absence of legitimisation. The Lessor may refuse access to third parties at any time if he reasonably assumes that the safety of a person, a rental object or a stored object is jeopardised.
- 2.5. The tenant is granted access to the facility by means of technical access equipment. The hirer is prohibited from passing on the key, the chip key fob or the PIN for access to the system to persons who are not authorised to access it. In all other respects, the transfer is at the risk of the tenant.
- 2.6. The tenant is liable for the actions of persons to whom he grants access to the facility or the storage room.
- 2.7. The Lessee is obliged to lock the gates and/or external doors of the storage premises if it enters or leaves the storage room or the storage premises at a time when it is obvious that no Lessor personnel are present on the storage premises.
- 2.8. In cases of force majeure, the Lessor may be prevented from granting the Lessee access to the storage room or the storage premises. Force majeure includes all unforeseeable events as well as events which - insofar as they were foreseeable - are beyond the control of the parties. These include in particular, but are not limited to, natural disasters such as floods, storm surges, hurricanes and typhoons and other severe weather of catastrophic proportions, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics and infectious diseases, war or warlike conditions, riots, blockades, strikes and official or governmental orders. If the landlord is unable to restore access within three weeks after the occurrence of the unforeseeable event, the tenant is entitled to terminate the tenancy agreement extraordinarily without observing a period of notice.

§ 3 Barriers for the storage room

- 3.1. The storage room is rented unlocked. During the rental period, the tenant is authorised and obliged to secure the rental property with a suitable lock on the locking device provided for this purpose. It is the responsibility of the tenant to ensure that the rental property is locked and protected against unauthorised access.
- 3.2. The tenant is not permitted to attach a second lock to the rental property. The landlord is authorised to forcibly remove such a lock at the expense of the tenant.

§ 4 Repairs, maintenance work and structural modifications

- 4.1. The Lessor may carry out repairs, maintenance work and structural alterations to the storage room and the storage premises at any time - even without the consent of the Lessee. The tenant may not hinder or delay the execution of the work. He must tolerate the work and, if necessary, grant the Lessor or persons authorised by him access to the rented property at any time for the purpose of planning or carrying out the work.
- 4.2. The landlord must inform the tenant in good time in advance, unless the work serves to avert an imminent danger or to remedy damage that has already occurred.
- 4.3. The tenant may not make any structural or decorative changes to the rented property or the facility; he may not paint the storage room.

§ 5 Right of access and inspection of the landlord

- 5.1. The tenant is obliged to grant the landlord access to the rented property if the landlord informs the tenant at least seven days in advance that he wishes to inspect the rented property for a legitimate interest. A legitimate interest of the landlord exists in particular,
 - 5.1.1. If the Landlord has reasonable grounds to assume that the rented property contains an item listed in Section 6.2, the storage of which is not permitted for the Tenant, or the rented property is being used contrary to the contractual provisions, or
 - 5.1.2. If the landlord intends to carry out repairs, maintenance work or structural alterations to the rented property or the system and the inspection is necessary for the planning or execution of the work.
- 5.2. In the event of imminent danger to the rented property, other storage rooms, the entire facility or to the life and limb of persons or animals, the landlord is entitled to gain access to the rented property at any time without prior notice to the tenant, if necessary by forcibly opening the lock in order to avert the danger.
- 5.3. The landlord may also enter the rented property without prior notice if he is obliged to do so by official or court order.

§ 6 Agreements on the use of the storage room and the storage area

- 6.1. The tenant is only authorised to store items in the rented property which are his property or which have been handed over to him for storage by the respective owner.
- 6.2. The tenant is not permitted to store or authorise the storage of the following items in the rental property:
 - 6.2.1. Food or other perishable goods unless they are securely packaged in hard plastic or glass containers so that they are protected from and do not attract vermin;
 - 6.2.2. Goods whose value cannot be measured on a financial basis;
 - 6.2.3. Goods that are contaminated with food or other substances that can spoil, rot, mould or attract vermin;
 - 6.2.4. Lithium-ion batteries that exceed a watt-hour (Wh) rating of 160 Wh, unless they are installed in a permissible manner in another item and cannot be easily removed from it.
 - 6.2.5. portable battery chargers, power banks or similar portable power sources;
 - 6.2.6. more than five (5) e-scooters, e-bikes, e-skateboards or similar battery-powered vehicles, unless the batteries or accumulators are removed and not stored in the storage room;
 - 6.2.7. more than ten (10) laptops, tablets, battery-operated children's toys or other items containing built-in batteries, unless the landlord has agreed to this in writing;
 - 6.2.8. Plants and animals;
 - 6.2.9. Flammable or combustible materials, liquids or gases in any form; Flammable or combustible materials, liquids or gases paint, petrol, oil or cleaning agents;
 - 6.2.10. Weapons, explosives, ammunition and their individual components;
 - 6.2.11. Chemicals, radioactive material and biological material;
 - 6.2.12. Toxic waste, asbestos or comparable potentially hazardous materials;
 - 6.2.13. all objects that emit vapours or odours;
 - 6.2.14. compressed gases;
 - 6.2.15. illegal substances, illegal objects or illegally acquired goods, e.g. counterfeit or smuggled goods, as well as unauthorised or unsafe goods (e.g. toys, electrical goods, medicines, aerosols, cosmetics, fireworks);
 - 6.2.16. Goods that are harmful to the environment or pose a risk to property or persons;
 - 6.2.17. Waste materials, including any materials or goods destined for export that are considered waste, such as used electrical appliances, unless they are tested and certified for reuse;
 - 6.2.18. Used vehicles or used vehicle parts.
- 6.3. When storing items that contain built-in batteries (e.g. laptops, tablets, children's toys, e-scooters, e-bikes, e-skateboards or other battery-powered vehicles, the Tenant must ensure the following:
 - 6.3.1. The items must not have any visible physical defects.
 - 6.3.2. The items must not be stacked and must be stored in such a way that air can circulate.
 - 6.3.3. All batteries must be stored with the lowest possible charge.

6.4. The tenant must ensure that the stored goods are safely and properly packed or filled and are not in a condition that could lead to damage to the rented property, the system or other property, for example due to the spread of moisture, vermin, vapours or other substances.

6.5. The Landlord is entitled to prohibit the Tenant from storing goods or to request the Tenant to vacate the rented property if the safety of persons, the safety of the rented property or other goods stored therein or the safety of another storage room or its contents is jeopardised by the storage or continued storage of the goods in question.

6.6. The lessee is prohibited from doing so:

6.6.1. to use the storage space as an office or residential space or to use the address of the storage site as a residential or business address;

6.6.2. Spraying the storage unit with paint or carrying out mechanical work of any kind in the storage room;

6.6.3. to attach anything to the interior or exterior surfaces of the storage unit or to paint or alter the storage unit;

6.6.4. damage the storage room or the system;

6.6.5. to leave their property in corridors, on stairs, in service areas or in other common areas of the storage site;

6.6.6. to leave waste or rubbish on the camp site;

6.6.7. to connect supply lines or devices that consume electricity, unless the landlord has authorised this in writing in advance;

6.6.8. to place signs in the facility or on the windows or doors of the storage room, unless the landlord has authorised this in writing in advance;

6.6.9. distribute brochures or advertising material on the camp premises.

6.7. The Landlord shall not provide the Tenant with any waste containers for disposal purposes; the Tenant is not authorised to use the Landlord's existing waste containers for his own disposal purposes.

6.8. The Lessee shall be liable in accordance with clause 15 for any breach of the above provisions.

§ 7 Obligations of the tenant

7.1. The tenant must use the storage room and the storage area with due care and consideration for other tenants.

7.2. The tenant is obliged to notify the landlord of any damage or defects to the rented property or the system as soon as he becomes aware of them.

7.3. The lessee must observe and follow the instructions and information provided by the lessor, its employees and authorised representatives regarding the use and safety of the facility.

7.4. The tenant must ensure that no liquids, substances or odours escape from the rented property and that no noises can be heard or vibrations felt outside the rented property.

7.5. The tenant must comply with the house rules, in particular the applicable smoking ban.

§ 8 Change of rented property (relocation)

8.1. The Landlord reserves the right to allocate the Tenant another storage room within the same facility or in another facility in the same city in the following cases and subject to the provisions in Section 8:

8.1.1. with 14 days' advance notice if the landlord intends to close or refurbish the facility or part of the facility. In this case, the landlord may demand that the tenant move the stored items to the new storage space allocated to him,

8.1.2. in the event of fire, flooding or any other exceptional event that requires the immediate - permanent or temporary - closure of the facility or part of the facility.

8.2. In both cases, the new storage room allocated to the tenant may not be smaller than the original storage room. If possible, the new storage room should be located close to the original storage room.

8.3. The landlord shall bear the costs for the relocation of the tenant at standard market rates. The tenant must submit the relocation costs to the landlord for approval in advance.

8.4. If the Tenant does not arrange for the removal of the stored items to the new storage space in good time after being requested to do so by the Landlord, the Landlord shall be entitled to arrange this in the Tenant's place, (only) in the case of clause 8.1.2. at the Tenant's expense and risk.

8.5. The Landlord must compensate the tenant for any damage culpably caused by him or his vicarious agents.

8.6. If the goods are moved to another storage space, the parties are obliged to document this in the rental agreement. Otherwise, the rental agreement remains unchanged.

8.7. If the landlord requests the tenant to move, the tenant is entitled to terminate the tenancy agreement without notice.

§ 9 Rent

9.1. The Tenant's first payment is due upon signing this Tenancy Agreement and comprises the first month's rent and the deposit to be paid in accordance with clause 11. Thereafter, the rent shall be paid to the Landlord on the first day of each subsequent rental month. The rental period can also begin at any time during the current month.

9.2. If the tenancy ends during a current rental month (rental period), the landlord will refund the excess rent paid within 10 bank working days.

9.3. If a fixed-term rental agreement is concluded, the rent is due and payable to the landlord on the first day of the following rental month. The rental period can also begin at any time during the current month. If the tenant vacates the rental property before the end of the minimum rental period, he shall nevertheless owe the landlord the full rent for the minimum rental period; no refund of rent shall be made in this case.

9.4. For ecological reasons, the landlord does not send out printed invoices. At the tenant's request, invoices will be sent by e-mail.

§ 10 Terms of payment and default

10.1. The tenant's obligation to pay the rent on time shall not expire by fulfillment until the landlord has received the full amount due.

10.2. In the event of default, the tenant shall owe the landlord the statutory default interest in accordance with Section 247 B/GB as well as reminder costs of 2.50€ per reminder, unless the tenant is not responsible for the default in payment. This does not apply to the first reminder that puts the Lessee in default. The landlord reserves the right to claim further damages if necessary.

10.3. In the event of returned direct debits, the landlord is entitled to charge the tenant a processing fee of 15.00€ for each unauthorised direct debit.

10.4. Amounts paid by bank transfer will only be credited to the account of the tenant if the landlord can recognise the contractual relationship to which the amount is being paid on the basis of the purpose of the transfer (name/company of the tenant, name of the facility, number of the storage room and transaction number).

10.5. The landlord is entitled to offset payments by the tenant that are not subject to a redemption provision against due and outstanding claims of the tenant, regardless of the contractual relationship, at his own discretion.

10.6. In the event of extraordinary termination by the landlord due to the tenant's default in payment, the landlord has the right to deny the tenant access to the storage premises and the storage room and to install a new lock on the storage room until the outstanding amount has been received in full by the landlord.

§ 11 Rental deposit

11.1. The deposit to be paid by the tenant serves to secure all claims arising from or in connection with this tenancy agreement. It is due for payment to the landlord upon conclusion of the contract.

11.2. As long as the deposit has not been paid, the tenant will not be granted access to the rental property. The Tenant shall be responsible for any delays caused by this; he shall not be released from his contractual obligations, including the obligation to pay the rent, as a result.

11.3. The landlord is entitled to demand the deposit even during the current tenancy.

11.4. If the landlord draws on the deposit during the current tenancy, the tenant is obliged to replenish the deposit immediately.

11.5. At the end of the tenancy, the landlord settles the deposit within 21 days and returns the unused portion of the deposit to the tenant.

§ 12 Landlord's lien

12.1. The landlord is entitled to a landlord's lien on the stored items of the tenant for his claims arising from the tenancy. This does not apply to items that cannot be seized.

12.2. The tenant confirms that he is the legal owner and/or legal possessor of the stored goods.

12.3. The tenant undertakes to inform the landlord immediately if the items brought in are seized by third parties.

12.4. If the tenant defaults on payment, the landlord is entitled to exercise his landlord's lien in accordance with Section 562b BGB to refuse the tenant access to the storage area and to the storage room and to attach his own additional lock to the storage room. These measures may be taken irrespective of whether the tenancy has been terminated or cancelled. The exercise of this right shall not affect the tenant's obligation to settle outstanding claims of the landlord.

12.5. In accordance with the statutory provisions, the landlord is authorised to sell the tenant's stored items by private treaty (Section 1221 BGB) or have them sold by public auction to satisfy his outstanding claims after giving notice and setting a deadline.

12.6. If the proceeds exceed the landlord's outstanding claims against the tenant, the landlord is obliged to pay the excess amount to the tenant.

§ 13 Insurance of the stored goods by the tenant

13.1. As the landlord knows neither the nature nor the value of the items stored by the tenant, the landlord does not take out insurance for the stored items.

13.2. The lessee is obliged to insure the items for the duration of the storage period against all "normal risks" up to the maximum replacement value (as new) specified in Part 1 of the rental agreement. "Normal risks" are understood to mean the loss of or damage to the items due to the following events

13.2.1. Theft or wilful damage by third parties;

13.2.2. Lightning strike, earthquake, storm, flood, subsidence or comparable natural events;

13.2.3. Explosion, fire, water leakage;

13.2.4. Riots or civil unrest;

13.2.5. Collision with vehicles or aeroplanes;

13.2.6. Pest infestation;

13.2.7. Collapse or partial collapse of buildings.

13.3. The tenant assures the landlord of the following.

13.3.1. Before bringing items into the rental property, the Lessee shall take out appropriate insurance for the stored items with an authorised insurance company that covers at least the "normal risks" described in clause 13.2.

13.3.2. The sum insured corresponds at all times to the maximum replacement value of all goods stored in the rented property.

13.3.3. The lessee shall not allow the insurance cover to lapse as long as the goods or parts of the goods are stored on the storage premises.

13.3.4. The tenant recognises vis-à-vis the landlord that he is responsible for all uninsured risks, including the "normal risks".

13.4. The Tenant must provide the Landlord with proof of insurance cover before storing items in the storage unit. He is also obliged during the rental period to present proof of the existing insurance cover at the request of the Lessor.

13.5. The Lessor is not obliged to check the maximum replacement value of the goods specified by the Lessee in Part 1 of the rental agreement. Underinsurance shall not result in liability on the part of the Lessor. The Lessor's inspection of the insurance documents submitted by the Lessee as proof of insurance cover does not mean that the Lessor recognises or confirms that the insurance cover is sufficient.

§ 14 Liability of the landlord

14.1. The landlord's liability for the stored items begins at the time when the tenant's goods are brought into the storage room and the storage room is locked; it ends when all items are removed from the storage room.

14.2. Limited liability: If and as long as no higher liability limit has been agreed by utilising the additional service "StoreProtect" (see clause 16), the liability of the Lessor for loss and damage to the stored items in the event of negligence on the part of the Lessor is limited to a maximum amount of 100,000€ for each case of damage and for related cases of damage. This limitation of liability does not apply to damages resulting from injury to life, limb or health and other damages resulting from a grossly negligent or wilful breach of duty.

14.3. Exclusion of liability: In the following cases and in accordance with the following provisions, liability on the part of the lessor, including liability arising from pre-contractual obligations and unauthorised action, is excluded:

14.3.1. caused by the landlord or his employees or agents, if there is no culpable breach of the statutory duties or care owed to the tenant by the landlord or one of his employees or agents;

14.3.2. The landlord is not liable for initial material defects in accordance with § 536a BGB. The tenant has inspected the rented property in detail and recognises its contractual condition.

14.3.3. The landlord is not liable for reasonably unforeseeable consequences of a breach of duty.

14.3.4. If the lessee uses the rental property in whole or in part for commercial purposes, the lessor shall not be liable for loss of profit, loss of business opportunities, loss of good-will, loss of contracts or for other financial losses.

14.3.5. The above exclusions of liability do not apply to damages resulting from injury to life, limb or health and other damages resulting from a grossly negligent or wilful breach of duty.

14.3.6. which result from a breach by the tenant of a condition of the tenancy agreement or are increased to that extent.

14.4. It is the tenant's responsibility to check and ensure that the rented property is suitable for the storage of his goods. The landlord cannot guarantee that the rented property is suitable for the storage of certain items and accepts no liability in this respect. All details regarding the size of the rental property are approximate; the actual size of the rental property may differ from the dimensions stated. If the tenant has precise requirements regarding the size of the storage unit, it is the responsibility of the tenant to ensure that the size of the storage unit meets his requirements, if necessary by taking measurements on site. By signing the rental agreement, the tenant accepts the actual size of the rented property and not the specified size.

14.5. The landlord is not liable for a purely non-material value.

14.6. The Lessor shall not be liable for damage caused by force majeure, in particular not for the inaccessibility of the storage site and/or the storage room as a result of force majeure.

14.7. A reversal of the burden of proof is not associated with the above provisions.

§ 15 Liability of the tenant

15.1. The hirer is responsible for any damage within the rental property and the storage area, even if the damage has been caused by his relatives, employees, visitors or other third parties who have entered the storage area with the hirer's consent. The hirer shall indemnify the lessor against claims by third parties for such damage.

15.2. The tenant undertakes to observe the provisions of this rental agreement as well as all relevant laws and regulations that are relevant to the use of the storage premises and the warehouse. This also includes laws on the appropriate storage of certain goods and objects. The tenant is responsible for any violation of these laws and must fully indemnify the landlord against all claims and compensate him for all damages and costs incurred as a result of the tenant's violation of these laws. If the Landlord has reason to believe that the Tenant is not complying with all relevant laws, the Landlord may take any action it deems necessary to protect its rights, including contacting the relevant authorities, co-operating with them and/or surrendering the items to them.

15.3. The Lessee shall indemnify the Lessor in full for all claims, liabilities, damages, costs and expenses (including reasonable legal and consultancy costs) incurred by the Lessor or third parties for any of the following reasons:

15.3.1. the use of the rented property or the system by the tenant or a person to whom the tenant has authorised access to the rented property or the system;

15.3.2. breach of this rental agreement by the tenant or a person to whom the tenant authorises access to the rental property or the facility;

15.3.3. the enforcement of any terms or conditions of this lease;

15.3.4. Any disputes about the ownership of the rental property and/or goods or about the person who is authorised by law to possess the rental property and/or goods.

15.4. The Tenant is not responsible for any losses incurred by the Landlord arising from the Landlord breach of this Tenancy Agreement (including where the Tenant has breached this Tenancy Agreement).

15.5. The obligation to pay the rent in arrears and the tenant's liability for damage to property, personal injury and financial loss, environmental damage and legal responsibility under this rental agreement shall not expire upon termination of the rental agreement.

15.6. Several tenants are jointly and severally liable.

§ 16 StoreProtect

16.1. "StoreProtect" (optional part 3 of the rental agreement) is an additional service subject to a charge that extends the landlord's liability.

16.2. If the Tenant opts for this additional service and pays the StoreProtect fees incurred for this, the limitation of the Landlord's liability to 100,000€ for the loss of or damage to stored items contained in Section 14.2 shall not apply. The Lessor shall then be liable in accordance with the supplementary agreement "StoreProtect" up to the amount of the maximum replacement value of the stored items specified in Part 1 of the rental agreement.

16.3. By agreeing the additional service "StoreProtect" and paying the StoreProtect fees, the Tenant's obligation to insure the stored items against loss and damage as set out in Clause 13 shall not apply, even though "StoreProtect" does not offer the same protection as an appropriate insurance contract. The Tenant is advised that "StoreProtect" does not replace an insurance contract, in particular because "StoreProtect" does not establish any strict liability on the part of the Landlord for circumstances beyond its control.

16.4. The exclusions of liability in clauses 14.3 to 14.6 remain unaffected.

16.5. Further details on "StoreProtect" and the Lessor's extended liability can be found in Part 3 of the rental agreement ("Supplementary Agreement StoreProtect").

§ 17 Expiry of the rental period and cancellation of the rental agreement

17.1. If this tenancy agreement has been concluded as a standard tenancy agreement for an indefinite period in accordance with the provisions in Part 1 of the tenancy agreement, it can be terminated by the landlord with a notice period of two weeks and by the tenant with a notice period of one day, unless different notice periods have been agreed in Part 1 of the tenancy agreement.

17.2. If this tenancy agreement is a fixed-term tenancy agreement in accordance with the provisions in Part 1 of the tenancy agreement for a fixed term (minimum term), it shall be converted into a standard tenancy agreement for an indefinite term after expiry of the minimum term unless one of the parties cancels the tenancy agreement no later than two weeks before expiry of the minimum tenancy term. As soon as the tenancy agreement has been converted into a standard tenancy agreement for an indefinite term, the cancellation periods of the standard tenancy agreement in accordance with the above clause 17.1.

17.3. If this rental agreement is a flexible rental agreement in accordance with the provisions in Part 1 of the tenancy agreement for an indefinite period, either party may terminate the tenancy agreement at any time by giving two weeks' notice.

17.4. The right of both parties to terminate the contract without notice for good cause remains unaffected by the above provisions. The right to extraordinary cancellation exists in accordance with the statutory provisions.

17.5. For all agreements the termination will become effective at the end of the period you have already been invoiced for, provided that the written notice was given to Us in writing at least fourteen days before the end of Your current invoice period. In the event that notice is given less than fourteen days before the end of Your current invoicing period, the Agreement will terminate at the end of the next invoice period and You shall be required to pay storage license fees for that additional invoice period.

17.6. Any cancellation of the tenancy agreement must be made in text form.

§18 Rights and obligations after termination of the contract

18.1. The tenant is obliged to return the storage room to the landlord on the last day of the rental period completely vacated, cleaned and unlocked.

18.2. The tenant is obliged to check the stored items carefully when vacating the storage unit and to report any loss or damage to the landlord immediately. Additional notification obligations exist if the Tenant has selected the additional service "StoreProtect".

18.3. If the tenant does not vacate the storage space after the landlord has requested him to do so, the landlord is entitled to take up replacement items at the tenant's expense. If the stored items of the tenant are worthless, the landlord is authorised to dispose of the items at the tenant's expense.

18.4. Until the rental property is handed over and vacated, the tenant is obliged to pay compensation for use to the landlord. The landlord reserves the right to claim further damages.

18.5. The tenant is also obliged to remove their property from the corridors and communal areas of the complex. If the tenant leaves items there that the landlord cannot attribute to a (former) tenant, the landlord is authorised to dispose of the tenant's items left behind.

§ 19 Prohibition of set-off

Offsetting by the tenant against claims of the landlord arising from this contract or related non-contractual claims is excluded, unless the counterclaim due has been legally established or is undisputed.

§ 20 Final provisions

20.1. The parties agree that there are no verbal, tacit or written ancillary agreements beyond the provisions in Part 1, Part 2 and, if applicable, Part 3 of the rental agreement ("StoreProtect"). Formal declarations, such as cancellations, must also be made in text form.

20.2. Amendments and additions to this rental agreement must be made in writing.

20.3. This rental agreement is subject to German law. The place of jurisdiction and place of fulfilment is MyStorage GmbH, Mainzer Landstr. 41, 60329 Frankfurt a. Main, Germany. The landlord does not participate in dispute resolution proceedings before the General Consumer Arbitration Centre.

§ 21 Data protection information according to GDPR

21.1. In connection with contract processing and customer service, Safestore Ltd, Britannic House, Stirling Way, Borehamwood, WD6 2BT, UK processes your personal data as the controller. The data protection officer of Safestore Ltd. can be contacted at privacyofficer@safestore.co.uk.

21.2. Safestore Ltd. processes your personal data for contract fulfilment and customer service. The legal basis for this is the necessity of processing for the fulfilment of the contract we have concluded with you in accordance with Art. 6 para. 1 lit. b) GDPR.

21.3. Further information on the processing of your personal data in connection with contract processing and customer care, as well as your rights (to information, correction, restriction of processing, objection, deletion, transfer of your data and complaint to a competent supervisory authority) can be found at www.safestore.com/de/de/datenschutz/. Further information can be found in the landlord's privacy policy, which is available at www.safestore.com/de/de/datenschutz/. We will also be happy to send this to you by post. If you have any other questions, you can contact the data protection officer at any time using the contact details provided above.

§ DEFINITIONS

Tenancy agreement:

The conditions in Part 1, Part 2 and - if the tenant opts for the additional service "StoreProtect" - in Part 3.

Storage room (rental property):

The Part 1 of the rental agreement.

Location:

The premises or the facility in or on which the storage room is located.

Loss or damage:

Loss, destruction or damage to goods.

Stored items (goods):

Everything that the tenant stores in the storage room.

StoreProtect -fees:

Additional fee incurred for the additional service "StoreProtect".

Replacement value:

Current costs for the replacement of stored items with new goods. Exceptions apply to

- Household linen and clothing, motor vehicles, motorbikes, boats, caravans, motor homes and all other motorised vehicles for which the replacement value takes into account the age, quality, degree of use, existing damage and the resulting market value;
- all goods that cannot be purchased new (such as antiques or works of art); for these, the replacement value corresponds to the current market value;
- documents; for these, the replacement value corresponds to the cost of replacing the documents and/or the cost of reprinting, reissuing and/or otherwise replacing them, without taking into account the value of the information contained in the documents.

Maximum replacement value:

The sum of the maximum replacement value of all stored items. The maximum replacement value must be stated in Part 1 of the rental agreement.

§ Cancellation policy and special information

Right of cancellation

1. If the tenant is a consumer, he has the right to cancel this rental contract within fourteen days without giving reasons.
2. The cancellation period is fourteen days from the date of conclusion of the contract, subject to condition 17.5.
3. In order to exercise the right of cancellation, the tenant must inform the landlord My Storage GmbH, Strasse-22 14, Berlin, 13509, Email: berlin-tegel@safestore.com by means of a clear statement (e.g. a letter sent by post, fax or email) of his decision to cancel this contract.

Special notes

The rental charges will remain unchanged for the first six (6) months of the Agreement. After that period, My Storage reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by My Storage ("Notice Period"). If a Private Customer does not agree with the reviewed charges and fees, they may terminate the Agreement during this Notice Period subject to condition 17.5.

Confirmation of acknowledgement

The tenant confirms that he has taken note of the information on his right of cancellation, in particular the fact that his right of cancellation expires upon complete fulfillment of the contract by the landlord.

§ Consent of the consumer to the immediate commencement of performance

If, according to the agreements in Part 1 of the tenancy agreement, the tenancy begins before the cancellation period expires:

- If the tenant agrees to this and demands that the storage unit be handed over to him before the cancellation period expires.
- If the tenant does not want the storage unit to be handed over to him until after the cancellation period has expired.

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?	<ul style="list-style-type: none"> • 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 2 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	<p>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.</p> <p>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.</p>
Responsibility of the tenant	<p>The tenant is obliged to:</p> <p style="padding-left: 20px;">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").</p>

<p>Limit of liability</p>	<p>The landlord is not liable for damage to or loss of stored items</p> <ul style="list-style-type: none"> • above the stated maximum replacement value or, • in excess of the actual replacement value if this is lower than the maximum replacement value stated. <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • 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"). <p>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€.</p> <p>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.</p>
<p>Liability Exclusions, limitations of liability</p> <p>Contributory negligence of the tenant</p>	<ul style="list-style-type: none"> • 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.
<p>Exclusions–When StoreProtect does not apply</p>	<p><u>Exclusion of the extension of liability</u></p> <p>StoreProtect's increased liability limit does not apply to loss of or damage to the following items:</p> <ul style="list-style-type: none"> • Motor vehicles, motorbikes, boats, caravans, motor homes and other motorised vehicles and trailers ("vehicles") stored inside or outside the storage premises. <p>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.</p> <p><u>Limitations of liability for particularly valuable items</u></p> <p>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.</p> <p>Jewellery, watches, precious stones, precious metals and stamps of all kinds with a total value of over 1,000€</p> <p>Furs, works of art, perfumery articles, tobacco, cigars, cigarettes, beers, wines, spirits and similar items with a total value of more than 15,000€</p> <p>Electronic devices with a total value of more than 25,000€</p>

	<p>"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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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.
<p>Validity of the other provisions of the rental agreement</p>	<p>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.</p>
<p>Cancellation/ Cancellation of StoreProtect</p>	<p>Tenant's right of cancellation</p> <ul style="list-style-type: none"> • 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). <p>Cancellation right of the landlord</p> <ul style="list-style-type: none"> • 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. <p>General provisions</p> <ul style="list-style-type: none"> • 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 - Additional performance requirements

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.