

# Terms and Conditions - Box at Work Amsterdam B.V.

## § 1. Scope and definition

These conditions are binding for all contracts with Box at Work Amsterdam B.V., represented by Gerrit Jan Reinders, Plesmanweg 17, 7602 PD Almelo, hereinafter called supplier. The object of the contract is the provision of services for the storage of movable objects of the customer, the sale and rental of transport boxes and other goods either through the "Box at Work model" or through the "Boxie24 model". All stored objects, possessions or personal belongings of the customer are referred to as stored goods. "Customer" means the contract partner of the supplier, regardless of the legal relationship.

## § 2. Purpose and use specifically for the stored goods through the Box at Work model

1. The object of the contract is the collection, storage and return of the customer's stored goods in the supplier's boxes, but also applies to the customer's own cartons, single items and stored goods in the storage rooms of the supplier.

**Dutch Civil Code shall apply to this contractual relationship in addition to the provisions, even if the customer is a consumer.**

2. The contract is as follows: the supplier delivers the desired number of empty boxes to the customer, at a customer's appointed date (within 1-10 working days) the supplier collects the filled boxes from the customer and transports them to the supplier's warehouse. At the end of the storage term, the supplier transports the packed stored goods back to the customer and retrieves the emptied boxes at a date determined by the customer (within 1-10 working days). The customer can also use their own cartons up to 84 liters in capacity.
3. The supplier grants the customer the right to use the contract for the sole function of storing allowed goods.
4. The invoiced storage period begins on the day of collection of the filled boxes/cartons at the customer's premises. It ends with the delivery of the boxes/cartons to the customer. The contract term is initially three, six or twelve months depending on the tariff chosen. If the contract is not terminated within 24 hours prior to the end of the contract, the contract is extended by another day. The right to terminate the contract for an important reason remains unaffected.
5. The minimum storage quantity is 2 items.
6. The customer must ensure that the goods are packed well (using for example, air cushion film) so the goods are not damaged (e.g., by impacts, loads, or temperature fluctuations), particularly in the case of sensitive goods such as glass or porcelain. If individual boxes/cartons are not completely filled, the customer must supplement the contents accordingly with fillers.
7. Additional items up to the maximum dimensions listed can be transported and stored when they do not fit into a box. The customer needs to ensure the item is packed correctly for transport and storage.
8. Each box/carton may only be loaded up to a maximum of 25 kg and only in such a way that the cover closes without additional force. Heavier or overloaded boxes/cartons do not have to be transported by the supplier.
9. The following goods are not dispatched and/or stored by the supplier:
  - boxes/cartons whose content has a time value of more than € 100.00,
  - goods which are illegal to transport and/or store or have special regulatory requirements. For example (but not exclusively): weapons, drugs, explosives, radioactive materials, chemicals, live animals and plants, mortal remains of animals or humans, unpaid tobacco or alcohol,
  - goods which may damage persons or other material goods,
  - non-leak-proof packaged liquids,
  - perishable goods,

- precious metals, precious stones, jewelry, means of payment, checks.
  - The above list is not exhaustive and the supplier retains the right to refuse/return any other stored goods if they are deemed inappropriate or they violate company policy.
10. If the customer violates any of the points mentioned in §2 point 9, the customer shall be held responsible for any damages incurred by the supplier.
  11. The customer can, as far as the supplier does not claim a lien, order back the boxes/cartons at any time, take a look into the boxes/cartons that are being stored or change their content. This process works exclusively as follows: the customer requests a temporary drop off from the supplier online. The supplier delivers the boxes/cartons to the customer within one working day and retrieves them, when requested, after a previously agreed period. This provision shall not affect the periods of notice or the duration of the contract.
  12. The supplier is entitled to let third parties carry out the storage and transport of items.
  13. Each stored box/carton and any stored item that does not fit into a box is insured up to a maximum of 100 € of the time value.
  14. Should a return be not deliverable, instructions from the customer will be collected first. If the customer cannot be contacted, the supplier is authorized to open the boxes/cartons for the purpose of determining a contact possibility.

### **§ 2.1 Rules for Self-Storage - Boxie24 model**

1. The contract is as follows: the supplier collects storage objects per m<sup>2</sup> at a location specified by the customer and transports them to the supplier's warehouse.
2. The shown storage sizes are approximates and any discrepancy between the size in the contract and the exact size of storage used does not give the customer the right to a price alteration.
3. All points from §2 apply.

### **§ 2.2 Billing**

1. The storage costs and any other charges the customer may incur in connection with the contract, such as taxes and possible transaction fees, will be charged on a monthly basis to the selected payment method on the calendar day corresponding to the commencement of the paying portion of the contract of the customer
2. The customer can change the preferred payment method by visiting our website and clicking on the "Your Account" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method.
3. Storage costs remain the same for the first 6 months following the move-in date. After that period, the supplier retains the right to periodically review and amend the prices of the contract. However, any price changes or changes to the service plans of the supplier will apply to the customer no earlier than 30 days following notice to the customer.
4. If the storage costs and/or any other charges the customer may incur in connection with the contract is not paid within 30 days of the due date, the supplier has the right to: terminate the contract and charge an additional monthly amount for the cost of protecting the customer's stored goods. Also, the supplier retains the right to consider the stored goods as discarded and may proceed with the disposal of these stored goods at the supplier's discretions.
5. At the time of making a storage reservation, the customer does not have a booking obligation and is free to cancel the reservation at any time.
6. After adding a payment method, which concludes the booking and the contract, the customer can still cancel their booking, free of any charges, up to the commencement date of the contract - also referred to as the move-in date.

7. The contract requires a three month minimum stay and payment commitment from the customer. When the customer wishes to terminate the contract before the end of the minimum stay, they can request a return of the stored goods after settling the billing obligations of the minimum stay.

### **§ 3. Rules specifically for the rental of boxes**

1. The contract is as follows: the vendor delivers the desired number of empty boxes to the customer. The vendor fetches the emptied boxes from the customer at a date determined by the customer.
2. If no rental period is agreed, the following applies: the rental period is two weeks. If the contract is not terminated within 24 hours prior to the end of contract, the contract is always extended by another week.

### **§ 4. Rules specifically for the sale of goods**

1. The goods supplied by the supplier remain its property until full payment has been received.

### **§ 5. Liability and liability limitations**

1. Outside the liability for material and legal deficiencies, the supplier is liable without limitation, insofar as the cause of the damage is based on intent or gross negligence.
2. The supplier is also liable for the slightly negligent breach of essential obligations (obligations whose violation hinder the achievement of the purpose of the contract) and for the violation of cardinal obligations (an obligation whose fulfillment makes the proper implementation of the contract possible in the first place) limited to the replacement of foreseeable, typically occurring damage.
3. The supplier will allow inspections or controls by the local authorities in the storage facility when requested to do so and will not inform the customer.

### **§ 6. General information**

1. The supplier is only obligated to collect completely emptied boxes again. The contract term is extended accordingly if the boxes are not completely emptied.
2. For any unsuccessful delivery or pick-up a standard fee of 10€ will be charged. However, the customer is allowed to prove a lesser or no damage.
3. If a legitimate debit note cannot be settled on the account of the customer due to customer's fault, the supplier will charge the customer the costs incurred together with a lump sum of 5€. The same applies to Credit card chargebacks with the customer's fault. However, in both cases the customer is allowed to prove a lesser or no damage.
4. The customer is entitled to setoff only if his counterclaims have been legally established or are undisputed or recognized by the supplier.
5. The customer can only exercise a right of retention, insofar as the claims result from the same contractual relationship.
6. If the customer is a merchant, a legal person in public law or a public special fund, the following shall be deemed to be the exclusive court of jurisdiction for all disputes between the parties: under a Dutch court, or for disputes of up to € 5,000 mediation applies. This also applies to claims other than contractual ones.

### **§ 7. Non compliance**

1. When the customer fails to comply with the terms described in this agreement, including the inability to pay any of the billing obligations in § 2.2, the supplier has the right to terminate the contract at any time.
2. In the case of the termination of contract between the customer and the supplier, the customer will be informed and the stored goods will be returned when all outstanding costs have been settled.

3. When the customer neglects billing obligations for a period longer than the due payment term outlined in §2.2, the supplier retains the right to transfer any billing obligations to a debt collector.