



LEASE CONTRACT / GENERAL CONDITIONS STORAGE CONTAINER

Article 1: Definitions

- a. **Box@Home**: Box@Home NV;
- b. **Customer**: an Undertaking or a Consumer that concludes an Electronic Agreement or a Distance Agreement with Box@Home, consisting of:
 - a Lease; and/or
 - a purchase of Related Products;
- c. **Undertaking**: a natural person that pursues an economic purpose in a durable fashion, as well as every legal person;
- d. **Consumer**: every natural person that acts for purposes foreign to his commercial, company, trade or professional activity;
- e. **Electronic Agreement**: an agreement which is concluded without the simultaneous physical presence of the parties, by means of electronic devices used for the processing and the storage of data and completely by means of wires, radio, optical means or other electromagnetic means;
- f. **Distance Agreement**: an agreement that is concluded between Box@Home and a Consumer under an organised distance sales or service-provision scheme, with the exclusive use of one or more Means of Distance Communication up to and including the time at which the contract is concluded;
- g. **Means of Distance Communication**: every means that, without the simultaneous physical presence of Box@Home and the Consumer, can be used for the conclusion of agreements between these parties;
- h. **Lease**: an agreement between Box@Home and the Customer, on the basis of which Box@Home provides the use of a storage container and a storage location for this storage container for a certain time period to the Customer as described on the Webshop so that the Customer himself can store his Possessions in the storage container, and on the basis of which the Customer himself commits to pay the agreed rent;
- i. **Possessions**: the physical goods that are property of the Customer, or which are validly in his possession, and which the Customer himself wishes to store in the rented storage container;
- j. **Related Products**: the physical goods as described on the Webshop and which are offered for sale via the Webshop;
- k. **Webshop**: the electronic platform hosted by Box@Home to offer storage containers and storage locations for such storage containers for lease to Customer, as well as Related Products for sale;
- l. **MyBox@Home**: the portal to which the Customer has access on the basis of his specific log-in data, on which after log-in only that data is accessible to him that concerns him. The username on the basis of which one logs in, constitutes an email address and can never be changed. A new username can only be obtained by making a new account;
- m. **Withdrawal Period**: the period within which a Consumer can invoke his Right of Withdrawal;
- n. **Right of Withdrawal**: the possibility of the Consumer to waive the Distance Agreement within the Withdrawal Period;
- o. **Day**: calendar day;
- p. **Durable Medium**: any instrument which enables the Customer or Box@Home to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

Article 2: Scope of application

These general conditions (hereinafter the "General Conditions") apply to any offer made by Box@Home and any agreement between Box@Home and the Customer, insofar as they concern the conclusion of a Lease or the purchase of Related Products via the Webshop and insofar as no exceptions have been agreed upon in writing. The Customer guarantees that all its employees, potential subcontractors, and in general all users of the Lease concluded by it or of Related Products purchased by it agree to be bound by the same obligations as those developed in these General Conditions.

These General Conditions prevail over the conditions of the Customer.

All conditions other than these General Conditions, as well as all derogations from these General Conditions have to be confirmed in writing by Box@Home.

Article 3: Legal rights Customer

At all times the Customer can invoke the legal obligations to which Box@Home is bound, unless and insofar allowed, these General Conditions deviate from these obligations.

Article 4: Delivery term

The place of delivery shall be the address that the Customer has notified to Box@Home as place of delivery.

The Customer shall indicate when he wishes to receive the delivery by choosing from the available delivery moments on the Webshop. Box@Home will verify whether the proposed date of delivery is feasible. If the dates are feasible, Box@Home will confirm in writing the date of delivery and collection to the Customer, and deliver and collect the storage container at the moments that have been agreed upon.

In case the delivery or collection is subject to delay, or in case a delivery cannot be executed or only partially, the Customer will be informed thereof as soon as possible. In case the term of delivery or collection is not feasible, Box@Home will propose a different date. In case the delivery cannot be executed, the Customer has the right to dissolve the agreement without cost.

In case of such a dissolution, Box@Home shall reimburse the amount that the Customer has paid within the month.

The risk of loss of or damage to the Related Products shall pass to the Customer when he or a third party indicated by the Consumer and other than the carrier has acquired the physical possession of the goods.

Article 5: Destination, use in case of Lease and cancellation/shortcoming by the Customer

Box@Home is letting the storage containers and the storage locations for the storage containers in accordance with the stipulations of these General Conditions with the sole purpose to store Possessions that comply with the requirements of these General Conditions. The Customer is not allowed to give the storage container a different destination, or to move the storage container.

Complementary, Box@Home supplies collection and delivery services with relation to the storage containers between the address chosen by the Customer and the storage location of Box@Home. The Customer is required to obtain any potentially necessary permits for the deposit of the storage container, and to guarantee enough space for the deposit of the container as is clarified in the written confirmation by Box@Home. The Customer bears all costs that are caused by any default in these obligations.

In relation to Box@Home, the Customer is liable for all damages that are caused by any act in breach of these General Conditions or any regulations.

In case it becomes apparent that the agreement cannot be executed because of a shortcoming of the Customer or in case the Customer cancels the order without a valid reason (see for instance, art. 13 for consumers), the Customer shall bear the costs thereof.

Box@Home is not required to verify whether the Possessions are in accordance with the General Conditions or the regulations. However, in case Box@Home suspects that the Customer acts in breach of the General Conditions or the regulations, it has the right, but not the obligation, to contact the competent authorities and to provide them with access to the storage container for control purposes. All costs thereof shall be borne by the Customer. Box@Home is not required to inform the Customer in advance of such a control.



The Customer recognises that Box@Home is not liable for damages that are caused to the Possessions by (external) enforcement and inspections.

The deadlines in the agreement and in the offers within which Box@Home needs to perform, are merely indicative.

Article 6: Rules of conduct Lease

The Customer is NOT allowed to:

- use the storage container in a way that is in breach of these General Conditions or any legislation;
- appropriate the storage container in one way or another;
- develop economic activities in or from inside the storage container;
- to transfer or sublet a right under the General Conditions, the Lease or any other agreement with Box@Home, as a whole or in part, to a third party.

The Customer is NOT allowed to store the following or equivalent goods in the storage container (this list is not exhaustive):

- cash, stocks, shares, securities and participations;
- activated electronic devices;
- poisonous, explosive and flammable goods, and other substances that are dangerous or poisonous to man, the environment or other goods, as well as perishable goods, such as, but not limited to:
 - o all possible waste materials;
 - o asbestos;
 - o car and/or motorcycle wrecks;
 - o lithium-ion batteries;
 - o gasoline, diesel and other fuels;
 - o insecticides (pesticides and herbicides);
 - o chemicals, radioactive and biological substances;
 - o gas canisters and/or batteries;
 - o poisonous substances such as methanol and stain removers;
 - o irritating substances;
 - o carcinogenic substances;
 - o (chemical) fertilizer;
 - o living or stuffed organisms;
 - o mutagenic substances;
 - o explosive substances such as aerosols, sprays, and (liquid) gasses such as acetylene, butane, LPG, propane, hydrogen;
 - o flammable substances, such as acetone, benzene, methanol, contact and neoprene adhesive, air freshener, petroleum, windshield defrosters, turpentine, paint, white spirit;
 - o oxidizing substances, such as hydrogen and other peroxides, chlorides, strong saltpetre and perchloric acids;
 - o harmful substances, such as paint removal products, corrosive substances, wood protection products, cleansing agents, paint thinners;
 - o sensitising substances;
 - o food and other perishable goods;
 - o fireworks;
 - o heavy metals, such as mercury, cadmium, zinc, lead and copper;
- goods of which the possession is prohibited by the applicable legislation, such as:
 - o drugs;
 - o stolen or fenced goods;
 - o illegally imported goods;
 - o counterfeit goods;
 - o smuggled goods;
 - o firearms, explosives or munitions;
 - o jewellery, fur, works of art, collection pieces and objects with an emotional, irreplaceable or exceptional value.

Article 7: Access to the storage container

In order to obtain delivery of the leased storage container, the Customer has to address a request to Box@Home via his MyBox@Home, mentioning the desired moment of delivery. Box@Home shall confirm the requested moment of delivery by email, or (in case this moment of delivery is not feasible), propose an alternative moment of delivery. The message of Box@Home contains a barcode without which the storage container concerned shall not be made available. The Customer confirms that he is responsible for the safe handling of this barcode, so that Box@Home is entitled to assume that anyone who is in the possession of the barcode concerned, has the consent of the Customer to receive the storage containers concerned and to access them. The Customer cannot have recourse to Box@Home for any illegitimate access by third parties by means of a valid barcode. If the Customer cannot present the barcode when requested to do so, the competence to accept can also be proven by

providing evidence that one has such competence within the Customer, or that one has received an express mandate in this respect.

Box@Home solely has access to the content of the storage container with the prior consent of the Customer. However, in case of sudden incidents requiring urgent access, Box@Home can access the content of the storage container without consent of the Customer and without notice. This possibility to access exists as well when Box@Home suspects that the Customer does not comply with the General Conditions or the legislation.

Box@Home is entitled to provide itself and the competent authorities access to the storage containers at the request of these competent authorities. Box@Home is not required to verify the access rights of the authority at hand. In such a case, Box@Home can inform the Customer of such access, without being required to do so.

At the date of collection mentioned in article 4 and in those situations in which it is entitled to access the storage container, Box@Home is entitled to draft an inventory of the goods that are stored in the storage containers and to make photographs of the content.

Article 8: Liability

All liability of Box@Home is excluded in case the Customer violates a rule of law or these General Conditions in the context of its relations with Box@Home.

Box@Home shall under no circumstances be liable for any damages that are not the direct and immediate consequence of a shortcoming of Box@Home.

The liability of Box@Home to the Customer, as well as to third parties, is in any case limited to four times the amount that, during the year that precedes the event that causes the liability (or four times the amount that, during the year of the event if there is no preceding year), has been paid by the Customer for the specific activity to which the liability relates, namely the Lease and Related Products, with as maximum the amount that is effectively reimbursed by the insurance company under the applicable insurance policies of Box@Home in the year in which the incident took place.

The Customer recognises explicitly that the exclusions and limitations of liability in the context of this article are reasonable, taking into account:

- a. the possibility for the Customer to take out an insurance;
- b. the fact that Box@Home has no access to the storage containers and that it cannot control the use that the Customer makes of the storage container;
- c. the fact that Box@Home cannot ascertain the risk in a correct manner;
- d. the potential big divergence between the amounts paid by the Customer, and the value of the Possessions.

Box@Home has insured its liability for the order. Box@Home reserves the right to adapt the insurance policy conditions to the changing circumstances of the insurance market and the value determination of the volume of Possessions to be insured.

Box@Home does not guarantee the quality of the Possessions at the moment of the storage, nor the normal wear and tear, nor the damages and loss of quality caused by the handling by Box@Home in the context of its normal execution of the tasks that have been entrusted upon it.

Article 9: Guarantees by the Customer

The Customer guarantees that the Possessions that are offered to be stored are his property, or that he is the rightful holder and that he is entitled to conclude the agreement, which includes these General Conditions.

The Customer guarantees that the Possessions do not violate the public order and the morality, and do not endanger the reputation or the liabilities of Box@Home in any way.

The Customer holds Box@Home harmless for all costs, claims, liabilities, damages or expenses that Box@Home suffers or makes as a consequence of the proper and improper use by the Customer of the storage containers.

The Customer is liable towards Box@Home for all damages to the storage containers.



Article 10: Mandatory insurance

The Customer is required to have its Possessions insured at the usual conditions against loss, theft and damages, during the entire duration of the Lease. The Customer shall arrange its own insurance and holds Box@Home harmless for any liability for damages to the Possessions. Furthermore, the Customer holds Box@Home harmless for any possible claim by the Customer's insurer.

The Customer can request information from Box@Home in order to supply the necessary information to the insurance companies.

In case no insurance is taken out by the Customer, all damages and loss, for whatever cause, shall be at the expense and risk of the Customer.

Article 11: Price

The prices that Box@Home has agreed upon with the Customer on the Webshop are inclusive of VAT, unless otherwise indicated.

After payment of the price, the price will be definitely acquired by Box@Home, even if the agreement would be terminated early, unless expressly agreed otherwise.

In case of a sale of Related products or services, the entire price is paid when placing the order. When an advance payment is required, the Customer cannot invoke any right concerning the execution of the order or service(s) concerned, before the agreed upon payment has been executed.

All agreed upon prices can be adjusted periodically. The adjusted prices will only take effect at the start of a new lease period to the extent that the Customer does not terminate the lease.

The prices mentioned in the offer can be modified by Box@Home at the moment of each periodical renewal of the agreement in order to match the prices that are mentioned on the Webshop at that time for a new leasing period.

Article 12: Invoicing

The invoicing takes place at the time the order is placed. The invoice is only transferred to the Customer by electronic means, by email and via his MyBox@Home. In this context, the Customer accepts that email is a proper means of communication.

Payments are executed prior to the date of delivery and collection mentioned in article 4. The payment of the purchase price of the Related Products and of the first rent are executed prior to the shipment of the order placed by the Customer. Unless otherwise indicated, the Customer can choose between electronic payment via the Webshop or payment by means of bank transfer. In case no payment is executed, Box@Home has the right to consider the agreement as non-existent or rescinded.

Box@Home takes the appropriate technical and organisational measures to secure the electronic transfer of data and guarantees a safe web environment.

In case of default of payment by the Customer, Box@Home has, except if any legal limitations apply, the right to claim default interests at the legal interest, as well as the right to charge the recovery costs that have been announced in advance to the Customer.

The recovery costs amount to a minimum of 15% of the outstanding claim, with a minimum of € 40,00, without prejudice to the right of Box@Home to charge any costs it bore exceeding that amount. The costs are exclusive of VAT and apply for each invoice due.

In case the Customer does not fulfil its obligations, Box@Home has the right to keep the Possessions that have been stored in the storage containers until the Customer has fulfilled his obligations. The Customer also accepts that not fulfilling his obligations can lead to a loss of property, in case he does not react within fifteen (15) days after being formally notified by Box@Home by means of a registered letter.

Article 13: Right of Withdrawal of the Consumer

13.1. Right of Withdrawal

The Consumer has the right to withdraw from the agreement within a period of fourteen (14) days, without giving any reason.

The Withdrawal Period expires, in case of service contracts, fourteen (14) days after the day of the conclusion of the contract, or, in case of sales contracts, fourteen (14) days after the day on which the Consumer or a third party other than the carrier and indicated by the Consumer acquires physical possession of the goods.

In order to exercise the Right of Withdrawal, the Consumer has to inform Box@Home (BOX@HOME NV/SA, trading under the name: Box@Home, mailing address: Steenhoevestraat 6 – B-2800 MECHELEN; Telephone number: 015/28.40.65; Email address: info@boxathome.be) by means of an unequivocal statement (e.g. written by mail or email) of his decision to withdraw from the agreement. In order to do this, the Consumer can use the attached model withdrawal form, but he is not required to do so. The Consumer can also fill out and send the model withdrawal form or another clearly formulated statement electronically. In case the Consumer makes use of this possibility, Box@Home shall without delay communicate to the Consumer an acknowledgement of receipt of such a withdrawal on a Durable Medium (for example by email).

In order to respect the Withdrawal Period, it suffices that the Consumer sends the communication concerning the exercise of the Right of Withdrawal before the Withdrawal Period has expired.

13.2. Consequences of the Withdrawal

In case the Consumer withdraws from the agreement, he shall receive from Box@Home all payments that he has made until that moment, including the costs of delivery for the Related Products (with the exception of any potential supplementary costs following his choice for a type of delivery other than the least expensive type of standard delivery offered by Box@Home) without undue delay and in any event not later than fourteen (14) days from the day on which he is informed of the Consumer's decision to withdraw from the contract. Box@Home shall carry out the reimbursement to the Consumer using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any case, the Consumer shall not incur any fees as a result of such reimbursement. Box@Home may withhold the reimbursement until it has received the goods back, or until the Consumer has supplied evidence of having put the goods at the disposal of Box@Home, whichever is the earliest.

The Consumer shall hand over the goods to Box@Home, without undue delay and in any event not later than fourteen (14) days from the day on which he has communicated his decision to withdraw from the agreement to Box@Home. The deadline shall be met if the Consumer hands over the goods before the period of fourteen (14) days has expired. The direct cost of collecting the goods shall be borne by the Consumer. The Consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

In case the Consumer has requested that the performance of services (including every transport of a storage container) begins during the Withdrawal Period, the Consumer shall pay to Box@Home an amount which is in proportion to what has been provided until the time the Consumer has informed Box@Home of the exercise of the Right of Withdrawal, in comparison with the full coverage of the contract. An agreement can encompass diverse services (e.g. transport and Lease). Services that have been entirely provided, have to be paid in full, and cannot be reimbursed.

Article 14: Conformity and guarantee

Box@Home guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable demands of soundness and/or usability, as well as the legal stipulations and/or government regulations that exist at the date of the conclusion of the agreement.

A settlement that has been offered as a guarantee by Box@Home, the manufacturer or the importer does not impair the rights and claims that the Customer can invoke in relation with Box@Home on the basis of a law



and/or the Distance Agreement in case of a shortcoming by Box@Home in the compliance to the obligations.

Article 15: Duration

15.1. Duration of the agreement

With the exception of an agreement concerning the one-off purchase of a Related Product, the agreement is concluded for the duration selected by the Customer when placing the order, commencing on the day the agreement is concluded, unless a different duration is agreed upon.

The Lease commences at the moment the Customer receives the storage container at the address that he has indicated.

15.2. Termination of the Lease

The Customer can terminate the Lease at all times by requesting the rented storage containers and by paying the final invoice. An order for redelivery has to be made while respecting a period of minimum seven (7) work days, and provided that payment of the final invoice has been made before the lapse of this duration and prior to the transport of the storage containers to the Customer.

At all times, Box@Home can terminate the Lease with immediate effect and without notice, in case the Customer does not give the adequate reaction within two (2) days to a formal notice to comply with the General Conditions, the Lease or the law. In case the Lease is terminated due to a shortcoming of the Customer, the Customer remains liable to pay the rents due, as well as a monthly occupancy fee equal to the latest applicable rent, until the storage containers have been emptied.

15.3. Lapse of the contractual term

On a fixed periodic basis, the Customer shall receive an invoice from Box@Home in order to continue the lease or not. At that time, the Customer can choose:

- a. to continue the Lease by paying Box@Home the rent for an additional rental period prior to the lapse of the then current lease period;
- b. to automatically let the Lease come to an end, and request the storage containers from Box@Home before the lapse of the period mentioned in article 15.1 provided that all possibly due rents are paid;
- c. to automatically let the Lease come to an end, and not request the storage containers from Box@Home before the lapse of the then current period so that Box@Home is able to appropriate the Possessions or remove them at the expense of the Customer in accordance with article 15.4. The Customer explicitly confirms to renounce to his Possessions in these circumstances.

15.4. Consequences of a termination

The Customer recognises and confirms that all Possessions that the Customers leaves behind in the storage containers after the termination for whatever reason of the Lease, can be removed by Box@Home at the expense of the Customer, without any liability of Box@Home, in case the Customer does not request the storage containers or in case the Customer has not paid the rents and the transportation costs, despite a written formal notice (by email) with an execution term of fifteen (15) days. In such circumstances, Box@Home is entitled to, in its discretion, have the Possessions destroyed at the expense of the Customer, or appropriate these Possessions, and if desired, sell them at the expense of the Customer. The proceeds of such a sale accrue to Box@Home insofar as necessary for the payment of potential costs related to the exercise of the rights under this article and in order to discharge all other sums owed to Box@Home on account of agreements concluded with the Customer. The positive balance of the proceeds and the amounts that are accrued to Box@Home shall be reimbursed to the Customer. In case such a reimbursement would prove to be impossible from a practical point of view, Box@Home shall keep the proceeds for account of the Customer. Yearly, an administrative management cost of € 25,00 shall be charged on the deposited amount. Nothing in these General Conditions impairs the right of Box@Home to payment concerning the claims due on account of the legal relations with the Customer.

The costs of removal amount to a minimum of € 30,00 for each storage container. This stipulation does not impair the obligation of the Customer to

reimburse the entirety of the damages caused by leaving the Possessions behind.

Article 16: Force majeure

With relation to the Lease, Box@Home is responsible as lessor in accordance with the stipulations of the Belgian Code Civil.

Instances of force majeure are, among others, acts of third parties, causes foreign to the activities of Box@Home, damages caused by a default in the Possessions themselves and in general the instances of force majeure as accepted by the case law, even if Box@Home has received a formal notice.

Article 17: Personal data

The personal data that the Customer provides to Box@Home, such as name, (e-mail) address, fax number, telephone number, and billing and payment data are processed by Box@Home in accordance with the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data. Box@Home shall use the personal data for the purpose of the execution of this agreement, customer administration, market research, compliance with legal obligations, and for sending the Customer (paper and/or electronic) information and/or promotional campaigns concerning products and services of Box@Home. In case the Customer does not wish to receive information and/or promotional campaigns, he can object to it, free of charge, via e-mail to Box@Home.

The Customer has a right of access, free of charge, to his personal data as recorded in the database of Box@Home, and he can, if need be, request that the data be corrected. To this end, the Customer can send an e-mail to Box@Home along with a copy of his identity card.

Article 18: Notifications and communications

All notifications can be made validly at the mentioned (electronic) addresses. The Customer provides Box@Home with a postal address and an electronic mail address, and is strongly recommended to provide Box@Home with a secondary general electronic mail address for the most important messages.

Every notification) can be made by email or via MyBox@Home.

To reduce the risk of communication problems, the Customer is advised to modify on the website of Box@Home the details of the natural person that represents him. All communication of Box@Home to this person shall be regarded as communication to the Customer. In those cases where the Customer has multiple representatives, he selects one, to whom Box@Home can validly send all communication.

Article 19: Bankruptcy, liquidation and change of address

The Customer guarantees to always inform Box@Home of its bankruptcy, liquidation or take-over. The Customer is responsible for registering the most recent contact details (such as changes of address) via MyBox@Home. If no new (electronic) address is notified in case of merger, split, acquisitions and the like, or if the Customer does not register his contact details correctly, all correspondence shall be legally valid when addressed to the most recently known address.

Article 20: Complaints procedure

Box@Home disposes of a complaints procedure that is announced on the Webshop, and it deals with complaints in accordance with that procedure.

Complaints regarding the execution of the agreement have to be handed in with Marak immediately, completely and clearly.

The complaints that have been handed in with Box@Home will be replied within a term of fourteen (14) days, starting from the date of receipt. In case a complaint requires a foreseeable longer processing time, Box@Home shall reply within the term of fourteen (14) days with a report of receipt and an indication of when the Consumer can expect a more in-depth answer.



BOX@HOME n.v/s.a.
Adres correspondentie: Steenhoevestraat 6 – B-2800 MECHELEN
Adres maatschappelijke zetel: Winketkaai 25 bus 602 – B-2800 MECHELEN
Tel. 015/28.40.65 – E-mail: info@boxathome.be
Website: www.boxathome.be
BTW BE 0661.687.181 – RPR Mechelen
Belgius – IBAN BE56 0689 3011 9788 – BIC GKCCBEBB

Article 21: Severance

In case a competent judicial body would rule that a stipulation of these General Conditions is null and void, the validity of the other stipulations of these General Conditions shall remain unaffected.

In such a case, the stipulation that has been declared null and void shall be deemed to be replaced by a valid provision that approaches the stipulation that has been declared null and void to the best extent with relation to the content and the consequences.

Article 22: Changes to the General Conditions

Upon payment of the invoice the Customer declares to agree with the latest version of the General Conditions on the website www.boxathome.be.

Article 23: Competence and applicable law

The General Conditions and all agreements between Box@Home and the Customer are exclusively governed by Belgian law. The Courts of Antwerp and the Justices of Peace of Antwerp are exclusively competent to hear any disputes between the parties. Box@Home preserves the right to bring any potential disputes before other competent courts.