

STORE ROOM

General Terms and Conditions

Stand September 2024

1. Application area

1.1 The respective company operating the location, whose company name and branch office are disclosed to the customer on the website in the course of concluding the contract ('Provider'), offers via the website to take items into safekeeping in specially secured storage compartments that can be managed via smartphone application in accordance with the provisions of these General Terms and Conditions ('GTC'). A storage contract is concluded as part of the online booking process. A fourteen-day right of cancellation exists in accordance with FAGG exclusively for contracts with customers who are consumers (see point 17 of these GTC).

1.2 These GTC apply to all such safekeeping contracts ('Contract') concluded by the Provider with the Customer. The term 'Customer' refers to the contractual partner of the Provider.

2. Conclusion of contract

2.1 The services offered by the provider on the website are to be understood as an invitation to tender and are therefore not binding for the provider. By placing an order via the website, the customer submits a binding offer to the provider under the terms of these GTC. The contract is concluded as soon as the provider sends a booking confirmation to the customer's e-mail address stored in the customer account in accordance with point 3.

3. Registration, communication, obligations and liability of the customer in connection with the access data and their disclosure

3.1 In the course of concluding the contract, the customer must register on the website and create a customer account with their data. This customer account and the smartphone application are protected with a user name and password, which the customer determines himself. The customer must choose a password that is classified as secure according to general requirements.

3.2 The customer must notify the provider promptly of any changes to the data entered in the customer account, in particular the e-mail address stored. The Provider shall communicate with the Customer via the e-mail address on file and the customer account. For the purposes of this contract, communication by e-mail or via the customer account also fulfils the requirement of all 'written' information and notification obligations towards the customer and the provider.

3.3 The customer is responsible for the safekeeping of his password. Within the scope of his contractual right in accordance with point 2.3 of these GTC, the customer must take appropriate precautions to ensure that the persons authorised by him for digital access also keep the password safe. The Customer shall be responsible for all consequences of unauthorised use for which it is responsible or for all damage caused by deliberate disclosure of the password within the scope of its contractual right pursuant to Section 4.2.3 and shall be personally liable to the Provider for culpably caused damage.

3.4 The Customer shall be responsible to the Provider for any damage within the storage compartment and the Provider's premises at the storage location if the damage was culpably caused by the Customer, the Customer's authorised persons, the Customer's relatives, employees, staff, visitors, suppliers, tradesmen and/or persons otherwise attributable to the Customer.

4. Description of the service

4.1 The Provider shall take custody of the items or vehicles to be stored in accordance with the Customer's booking in a storage compartment intended exclusively for storage or safekeeping purposes.

4.2 The fee also includes the following services:

4.2.1. the provision of a smartphone application, an online customer account, the maintenance and continuous further development of the same.

4.2.2 Round-the-clock access to the storage compartment via smartphone application (subject to access restrictions in accordance with point 10).

4.2.3. the possibility to digitally pass on access to their storage compartment to an unlimited number of persons (assuming responsibility for these persons and liability towards the provider in accordance with point 3.3 and point 3.4 of these GTC) and to manage the access rights granted. However, this does not include the transfer of the storage compartment itself.

4.2.4 Protection against burglary and theft, in particular by means of an access system, digital access control and full video surveillance by the Provider.

4.2.5 Sensor monitoring of humidity and temperature or guaranteed frost protection.

4.2.6 Regular cleaning of the movement areas and the loading zone.

4.2.7 Unlimited consulting services on correct packaging and storage, selection of the optimum storage size, procurement of services in the areas of packaging, transport and disposal.

4.2.8 On-site or remote inspections to prepare a change of compartment or an additional compartment.

4.2.9 Unlimited customer services (support with bookings, compartment changes, cancellations, billing issues, period changes, technical support, instruction and assistance with the use of the smartphone application and the online customer account).

5. Contract duration and termination provisions

5.1 The contract shall be concluded for a specific term in accordance with the booking period selected by the customer and shall end upon expiry of this booking period if the customer submits a corresponding declaration of termination in accordance with point 2 (and vacates the storage compartment in accordance with point 6) before its expiry (“conditional end date”). Without a declaration of termination, the contract shall be extended by the previously selected booking period, unless the customer specifies a different booking period before the end of the current booking period. The provider is obliged to notify the customer before the contract is extended in accordance with point 5.2.

5.2 If the customer has selected a booking period exceeding four weeks, in addition to the instructions in the booking confirmation, the customer shall be informed in writing thirty days before the end of the booking period of the imminent end of the booking period and of the submission of a declaration of termination required for the termination of the contract or termination of the automatic extension and of the consequences of failure to submit a declaration of termination. The termination of each individual booking must be declared in writing by entering it in the customer portal or at the customer’s risk in good time during the provider’s business hours (these correspond to the office opening hours shown on the website) by the end of the last calendar day of the current booking period without observing a notice period. Upon submission of the notice of termination, the contract shall end at the end of the respective booking period (end date); this is subject to proper clearance in accordance with point 3.

5.3 The customer shall be entitled at any time (irrespective of the booking period selected by him) to remove items or movables from the storage compartment and thus effect the return of the stored items. However, this removal shall not terminate the contract without the submission of a declaration of termination in accordance with point 1 and point 5.2, as the customer may also return items to storage at any time.

5.4 The customer is entitled to terminate the contract for good cause with immediate effect (subject to point 6.3) before the end of the booking period selected by him in accordance with point 2 (extraordinary termination); such reasons are in particular

5.4.1. the violation of essential contractual conditions by the provider;

5.4.2. the introduction of non-minor and/or objectively unjustified access restrictions pursuant to Section 10.3;

5.4.3. the modification of the storage compartment pursuant to clause 11.6.

5.5 The Provider shall be entitled to terminate the contract for good cause with immediate effect (subject to clause 3) (extraordinary termination); such grounds shall include in particular

5.5.1. the Customer's default on its payment obligations arising from or in connection with the contract in the amount of at least one four-week sum for more than sixty days, if the Customer has not paid despite a reminder and the setting of a reasonable grace period;

5.5.2. the breach of essential contractual conditions by the Customer which thwart the fulfillment of the Provider's obligation to ensure the security of the Customer's items brought in (for example, a breach of the provisions set out in Section 12 [Permitted use] and in Section 15 [Assignment and transfer]), if the Customer does not remedy the breach of contract despite a reminder and the setting of a reasonable grace period by the Provider.

6. Obligations of the customer upon termination of the contractual relationship / consequences of failure to vacate the premises

6.1 At the end of the contract, the customer is obliged to accept the return of the items brought in by him by the provider, which is to be carried out by clearing the storage compartment by the customer. In the course of clearing the storage compartment, the customer shall remove all of its items or movables from the storage compartment and hand them over to the provider cleaned and in proper condition as at the beginning of the contract, but taking into account normal wear and tear caused by use in accordance with the intended purpose.

6.2 The storage compartment shall be vacated upon termination of the contract at the latest at the end of the current booking period and in the event of extraordinary termination within a reasonable period of time, which may not be shorter than fourteen working days. This reasonable period must be stated in writing by the provider in its notice of termination or in its response to the notice of termination submitted by the customer. After this period has expired, electronic access to the customer's storage compartment shall be blocked, and the customer shall be informed of this in writing by the provider before the period expires. The customer may also vacate the storage compartment after expiry of this period after prior notification by the customer and in the presence of the provider's employees.

6.3 The Provider shall be notified in writing of the Customer's eviction in accordance with point 1, and the Customer shall be informed of this in writing by the Provider before the expiry of the eviction period in accordance with point 6.2. If no eviction report is submitted after termination of the contract and expiry of the booking period or the eviction period, the Provider shall be entitled to open the Customer's storage compartment at short notice in order to check whether an eviction in accordance with point 6.1 has actually taken place. If it is determined in the course of the opening that the storage compartment has not been vacated or has not been completely vacated, the following legal consequences shall apply (without prejudice to the customer's further option to vacate in accordance with Section 6.2):

6.3.1 The safekeeping relationship shall not end until the storage compartment is actually vacated or the items stored therein are returned, despite notice of termination having been given, but shall be extended by a further week in each case.

6.3.2 In view of the fact that customers regularly leave items that are worthless to them so that they do not have to dispose of them, and that valuable storage space could be blocked indefinitely if the customer cannot be reached, the provider is entitled to (re)open the storage compartment, enter it and dispose of these items at the customer's expense, subject to setting a reasonable grace period for evacuation, which may not be shorter than seven working days.

- to dispose of these items at the customer's expense if and to the extent that storage and/or legal deposit would not be economically reasonable due to the obvious low value and/or obvious perishability and/or other equivalent reason.

6.3.3 After extending the contract four times in accordance with point 6.3.1 and setting a reasonable grace period for evacuation, which may not be shorter than seven working days, the provider shall be entitled to (re)open the storage compartment, enter it and

- remove these items and store them in another warehouse selected by the Provider at the expense and risk of the Customer, or
- to have these items deposited in court in accordance with § 1425 ABGB with debt-discharging effect.

6.3.4 Only in the event of extraordinary termination by the Provider pursuant to Section 5.5.1: In view of the fact that the Provider does not wish to continue to be responsible for the safekeeping of items whose characteristics, in particular value and dangerousness, it does not know and for which it does not receive any consideration, the Provider is entitled to terminate the contract on condition that the contract has already been extended at least four times pursuant to Section 6. 3.1, the Customer has not paid any outstanding fees for the duration of this extension and the Provider has pointed out the consequences of a further failure to vacate the storage compartment, setting a reasonable grace period, which may not be shorter than seven working days, the Provider shall be entitled to open and enter the storage compartment and

- to sell these items on behalf of the customer and to hold the proceeds for the customer's account after deduction of all outstanding claims, costs and expenses and to pay them to the customer at the customer's request.

or

- to dispose of these items if and insofar as storage and/or legal deposit would not be economically reasonable due to the obvious low value and/or obvious perishability and/or other equivalent reason.

6.4 The customer shall be informed in writing in good time before the end of the booking period or the eviction period in accordance with point 2 about the necessity of the eviction or eviction notice and about the consequences of a failure to evict or eviction notice. When setting reasonable grace periods in accordance with this Section 6, the Provider shall inform the Customer in writing of the legal consequences of the (continued) failure to vacate or give notice to vacate and, if applicable, of the specific measure chosen or intended by the Provider in the individual case. If the provider vacates the storage compartment by implementing one of the above-mentioned measures, the contract shall also end upon completion of the eviction, of which the provider shall inform the customer in writing.

7. Remuneration, right of retention of the provider

7.1 The customer must pay the contractually agreed fee plus VAT at the statutory rate to the provider. The fee is calculated according to the booking period and room type selected by the customer. The fee is always due on the first day of the selected, current booking period and must be paid using the agreed payment method or the payment method selected by the customer in the customer account.

7.2 In addition to the fee in accordance with point 1, the customer shall pay the fee for insurance to be taken out in accordance with point 14.2 (when bringing in items whose value exceeds EUR 2,000). If this insurance is taken out as part of the conclusion of the contract with the Provider pursuant to Section 2.1, the fee and any additional costs of the insurance shall be clearly stated prior to the conclusion of the contract and shall be due and payable together with the fee pursuant to Section 7.1.

7.3 The fee pursuant to 7.1 covers all services of the Provider as described in these provisions; no further ancillary costs, such as monitoring fees, night, Sunday and public holiday surcharges, operating costs, electricity, taxes and public charges or other ancillary costs shall be charged.

7.4 The space details for the storage compartments (room type) are not solely for the purpose of calculating the compensation for the provider's care services and are therefore only approximate dimensions. The room volumes may also differ even for storage compartments with the same floor area. Actual deviations in the storage compartment's floor space from the information on the website therefore do not lead to a change in the fee, provided that this deviation does not exceed 10%.

7.5 The provider has a right of retention to the items brought in. If the Customer is in arrears with payments in connection with the compartment booking, the Provider may suspend the Customer's automated (digital) access to the premises and/or the storage compartment until the arrears have been settled in full. This does not release the customer from the obligation to

settle outstanding claims of the provider. This shall not affect the Customer's right to have an employee of the Provider open and enter the storage compartment by appointment.

7.6 In the event that the customer is in default of payment, processing fees of EUR 5.50 (e.g. for writing reminders) are agreed, provided that the customer is at fault. The customer must prove that he is not at fault.

7.7 In the event of late payment by the customer, collection and recovery costs (e.g. collection costs) may be incurred in addition to the aforementioned processing fees and interest on arrears. These collection and recovery costs can be claimed by the provider against the customer, if the customer is at fault, if these costs were necessary and appropriate for the collection / recovery of the claim and are in reasonable proportion to the claim being collected.

7.8 With regard to customers who are entrepreneurs, the provider is also entitled to demand a lump sum of EUR 40 as compensation for any collection and recovery costs. If the actual collection and recovery costs exceed this lump sum, the Provider may also claim the additional costs.

7.9 The customer must immediately reimburse all bank charges incurred by the provider due to revocation or non-payment of direct debits

7.10. The parties hereby expressly agree on the stability of the value of the remuneration. The index figure for October of the calendar year in which the contract is concluded shall serve as the starting point for value maintenance. The figure resulting from a change in the index shall form the new starting basis for calculating further valorizations. The index figure calculated for October of the current calendar year serves as the reference figure. On December 1 of each calendar year, the remuneration is adjusted in accordance with the changes in the index figure resulting from the comparison of the reference figure with the starting basis and is valid for the following twelve months. An adjustment of the fee due to a change in the index is made for customers who are consumers, however, for the first time after two calendar months from the conclusion of the contract. The index for customers with storage compartments at locations in Austria is the consumer price index 2020 as published by STATISTIK AUSTRIA Bundesanstalt Statistik Österreich, or for customers with storage compartments at locations in Germany the consumer price index published by Destatis (Federal Statistical Office of Germany). If the respective consumer price index is no longer published, it shall be replaced by the index that officially replaces it. A drop in the fee below the contractually agreed amount is excluded for customers who are entrepreneurs.

8. deposit

8.1 The customer must provide the provider with a deposit as security for all claims arising from this agreement, including compensation for damages, at the latest when the storage compartment is handed over. Deposits or parts of deposits that are used up as a result of claims must be replenished by the customer without delay.

8.2 The deposit shall be refunded to the customer without interest within four weeks after the storage compartment has been vacated of the movables and after settlement of all secured outstanding claims arising from this contract in accordance with point 1.

9. Prohibition of set-off

9.1 The customer is not permitted to offset any claims on his part against the claims of the provider under this contract or otherwise or to make deductions from payments owed. This prohibition of set-off does not extend to customers who are consumers and declare a set-off in the event of the provider's insolvency or declare a set-off in connection with a claim that has been recognized by the provider or established by a court.

10. Access regulations

10.1 Access to the premises of the location and to the storage compartment is generally only permitted to the customer. Other persons may enter the premises and the storage compartment if accompanied by the customer or with written and/or digital legitimation (issued access authorization). The Provider may request or check the identification of any person wishing to enter the premises and, if this cannot be presented, may expel the person from the premises.

10.2 The customer and persons digitally authorized by the customer to access the premises shall generally have round-the-clock access to the premises and the storage compartment every day of the week. Persons authorized in writing by the Customer may only have access to the premises and the storage compartment during the Provider's office opening hours, which can be found on the Provider's website. If the Provider is forced by external circumstances to temporarily or permanently adjust these access times in a manner that is reasonable for the Customer, this may result in necessary restrictions to the right of access in accordance with this Section 10 (Access restrictions).

10.3 The Provider shall inform the Customer as soon as possible or immediately after becoming aware of an (imminent) access restriction within the meaning of Section 2 and the respective reasons (pursuant to Section 10.4 or Section 10.5 or reasons equivalent to these in their weight) (by e-mail and, if possible in individual cases, by posting a notice in the entrance area or on the Provider's website). If the access restrictions are objectively justified (in accordance with Section 10.6) and minor (in accordance with Section 10.7 or Section 10.8), the Customer may not derive any legal consequences against the Provider. If the access restrictions are not objectively justified (in accordance with Section 10.6) and/or not minor (in accordance with Section 10.7 or Section 10.8), the customer has an extraordinary right of termination in accordance with Section 5.4.2.

10.4 Reasons for necessary (plannable) access restrictions within the meaning of point 2 are

10.4.1. official or legal requirements (unless they fall under point 10.5);

10.4.2 Urgent maintenance work;

10.4.3. urgent maintenance and improvement work on the house or storage compartments.

10.5 Reasons for necessary (non-plannable) access restrictions within the meaning of point 2 are

10.5.1 Official or legal requirements, temporary injunctions, deployment of emergency services;

10.5.2. force majeure (e.g. wars, civil wars, terrorist attacks, revolutions, earthquakes, natural disasters, extreme weather phenomena, high water, floods, fire, epidemics, pandemics, mudslides);

10.5.3. power failure, server failure, hacker attack;

10.5.4. disruptions at third-party providers (e.g. access software solutions);

10.5.5. serious damage to the building or storage compartments that must be repaired;

10.5.6. vandalism, burglary, trespassing;

10.5.7. other cases of imminent danger.

10.6 Access restrictions are objectively justified within the meaning of point 3 if they were caused by reasons pursuant to point 10.4/10.5 or pursuant to point 10.5 or reasons equivalent to these in their weight.

10.7 Access restrictions that are based on plannable reasons in accordance with point 4 or reasons equivalent in weight to these and about which the customer was informed in advance (at least three working days before the access restriction occurs) are minor within the meaning of point 10.3 if they are merely temporary in nature and do not last continuously for more than one working day.

10.8 Access restrictions that are based on non-plannable reasons pursuant to Section 5 or reasons equivalent to these in their weight or on plannable reasons pursuant to Section 10.4 or reasons equivalent to these in their weight, of which the customer was not informed in good time in advance, are minor within the meaning of Section 10. 3 if they are of a merely temporary nature and last for a maximum of four hours continuously during the period from 8 a.m. to 6 p.m. (main access times) or if they last for a maximum of eight hours continuously during the period from 6 p.m. to 8 a.m. (secondary access times) or if they are of a permanent nature and last for a maximum of two hours continuously during the period from 8 a.m. to 6 p.m. (main access times) or if they last for a maximum of four hours continuously during the period from 6 p.m. to 8 a.m. (secondary access times).

11. Modification of the storage compartment

11.1 In accordance with the provisions of the contract, the Provider is responsible for the careful custody of the items brought in by the Customer. In the event of imminent danger pursuant to Section 2 or other important reasons pursuant to Section 11.3, the Provider shall therefore be entitled to exercise custody of the items brought in in another storage

compartment or, if necessary, in several other storage compartments than the originally used storage compartment.

11.2. In the event of imminent danger (e.g. due to an acute and immediate danger emanating from a neighboring storage compartment or the storage compartment itself or due to circumstances whereby the stored items in a storage compartment are threatened in their surroundings, such as a burst water pipe, flooding, breakage of glass or other damage), the provider shall be entitled to exercise custody of the stored items, breakage of glass or other damage to the building envelope which, in combination with the current weather conditions, poses an acute risk, a lightning strike, fire, smoke, vandalism, infestation or similar), the Provider shall be entitled to open and enter the storage compartment without prior notice and to relocate the stored items.

11.3 In the event of other important reasons (e.g. due to work that cannot be postponed, official obligations, official or legal requirements or to ensure safety), the customer is obliged to vacate the storage compartment originally used within ten days of a written request by the provider and to move the items brought in to another storage compartment to be named by the provider. If the customer does not comply with this request in due time, the provider shall be entitled to open the storage compartment and move the items brought in for the customer.

11.4 In the event of relocation in accordance with point 3, the following shall apply to the bearing of costs: If the customer undertakes the removal himself, he shall bear the costs incurred by him. If the Provider undertakes the removal, the Customer shall also reimburse the Provider for the costs of the removal, unless the timely removal of the storage compartment pursuant to Section 11.3 was not carried out for reasons that are not attributable to the Customer (e.g. access to the storage compartment was not granted or was not possible, the Customer was notified too late) and/or the cause of the necessary removal is not attributable to the Customer (e.g. repair and conversion work that was not caused by the Customer).

11.5 In the event of relocation by the Provider, the Provider must inform the Customer immediately in writing and notify the Customer of the new storage compartment and, if applicable, the new storage location.

11.6 The customer shall be entitled to an extraordinary right of termination pursuant to Section 5.4.3 within fourteen days of receipt of the information regarding the relocation pursuant to Section 5 or after the relocation by the customer pursuant to Section 11.3. If the customer does not exercise its extraordinary right of termination pursuant to Section 5.4.3 or does not exercise it in due time, all conditions of the contract shall remain in force despite the change to the storage compartment.

12. Permitted use and the customer's liability in this respect

12.1 The customer is entitled to use the storage compartment exclusively for the storage / safekeeping of non-hazardous items that are either his property or over which he is authorized

to dispose. It is expressly prohibited to use the storage compartment as a warehouse in the course of delogation.

12.2 It is expressly forbidden to bring in the following items:

12.2.1. valuables (such as cash, savings books, jewelry, securities, etc.);

12.2.2. food and perishable goods, unless they are packaged in such a way that they are protected against infestation, do not attract pests and, even in the event of spoilage, cannot have any effect on the provider's premises or items brought in by other customers;

12.2.3. any kind of living creature (dead or alive);

12.2.4. items that cannot withstand normal fluctuations in temperature and humidity;

12.2.5. objects and materials that may adversely affect the provider or third parties due to disturbing odors, smoke, noise or other emissions;

12.2.6. dangerous objects, in particular highly flammable materials (gases, paints, gasoline, oil, solvents); weapons, ammunition, explosives and other explosive substances; chemicals, radioactive materials, biological warfare agents, toxic waste, asbestos, accumulators or other potentially dangerous materials;

12.2.7. waste materials (such as hazardous waste);

12.2.8. all objects or substances whose possession is not generally permitted under the applicable legal provisions;

12.2.9. all objects that are likely to cause damage to the provider's business and/or other customers.

12.3 A maximum weight of 500 kg per square meter of storage space may not be exceeded. The customer must inform himself about the maximum load capacity of the freight elevators according to the sticker and comply with this.

12.4 Any other use of the storage compartment is prohibited. In particular, the storage compartment may not be used for residential purposes, business purposes or for the performance of work, events of any kind or otherwise as a recreation room, as a postal address or as a place of business.

12.5 Smoking is absolutely prohibited in all buildings of the locations, in particular in those in which the storage compartments are located. If the customer or a person attributable to him (such as, in particular, persons who have been granted access rights by the customer, employees and other staff, customers, visitors, etc.) continues to violate the smoking ban despite a single warning, the customer shall pay the provider a fault-based penalty of EUR 200 per violation, or EUR 400 per violation in the event of a repeat violation. The customer must prove lack of fault. The assertion of further damages caused by the violation of the smoking ban against customers who are entrepreneurs remains unaffected.

12.6 Any structural or other changes to the storage compartment are generally prohibited or may only be carried out with the prior written consent of the provider in each individual case. This also includes any attachment to the walls, ceilings or floors and/or the application of paint. The provider may also refuse this consent without stating reasons; consent granted does not release the customer from the obligation to restore the original condition upon termination of the contract. Approved investments that cannot be removed after moving out and may remain in agreement with the provider shall become the property of the provider without compensation.

12.7 The customer must comply with the posted or provided fire safety regulations and the relevant official requirements. Customers who are entrepreneurs hereby confirm that they have been sufficiently informed by the Provider about the relevant regulations. In case of doubt about the permissibility of the storage of certain goods, the Customer must inquire with the Provider in writing.

12.8 The customer shall indemnify and hold the provider harmless with regard to all claims that may arise from the breach of this contract, in particular, but not exclusively, with regard to claims of customers for whom storage was provided in neighboring storage compartments, as well as with regard to administrative fines or other conditions imposed due to the breach of public law requirements.

12.9 The customer shall be responsible for soiling of any kind of the open spaces by him or persons attributable to him (such as in particular persons who have been granted access rights by the customer, employees and other staff, customers, visitors, etc.). In the event of non-compliance despite a reminder from the Provider, the Customer shall pay the Provider a fault-based penalty of EUR 200 per violation, or EUR 400 in the event of a repeat violation. The customer must prove lack of fault. The assertion of additional damages, in particular cleaning costs, against customers who are entrepreneurs shall remain unaffected.

13. Entering the storage compartment by the provider

13.1 As the party with a duty of care, the Provider is obliged to ensure the safety of the items brought in by the Customer. As an employer, the Provider is also obliged to care for its employees and to comply with occupational health and safety regulations. In cases of imminent danger, the provider is therefore entitled to open and enter the customer's storage compartment and to take appropriate measures to avert damage to life and limb and/or property in order to ensure the safety of customers, the items brought into the storage compartments by customers and its employees. Such measures include, for example, extinguishing work, hygiene police measures, seizure of illegal goods or hazardous goods (such as weapons, ammunition, explosives and other explosive substances, chemicals, radioactive materials, biological warfare agents, toxic waste, asbestos or other materials potentially endangering life and limb or property, waste materials, hazardous waste) by certified personnel, companies or authorities.

13.2 In the following cases, the Provider is granted the right to open the warehouse without prior notice:

13.2.1. if there is a provable suspicion of storage of goods that violate point 12.2 or point 12.3 of these GTC and only if an unmanipulated condition could not otherwise be documented;

13.2.2. if there is a verifiable suspicion that the storage compartment is being used for purposes other than the contractually stipulated use pursuant to Section 12.4 and only if an unmanipulated condition could not otherwise be documented;

13.2.3. request for opening by the police, fire department or any other authorized authority.

13.3 In cases in which there is no acute or imminent danger, but it is nevertheless necessary to open and enter the storage compartment due to the circumstances (e.g. to carry out urgent maintenance and improvement work on the building or on neighboring storage compartments or due to official / legal requirements), the Provider shall inform the Customer at least seven working days before the intended opening and entry of the storage compartment. The Customer shall be granted the right to be on site and the Provider shall endeavor to arrange an appointment that is reasonable for the Customer.

13.4 The customer shall be notified in writing as soon as possible of the opening and entry of the storage compartment and, if applicable, the initiation of necessary measures (stating the measures taken) and, if applicable, the request to restore a condition in conformity with the contract in accordance with point 2, point 12.3 and/or point 12.4, setting a reasonable deadline, unless this has been prohibited by the competent authorities.

14. insurance obligation of the customer and liability of the provider

14.1 The Provider shall ensure that the storage compartment is in perfect condition at the start of the contract. If the customer discovers damage, defects or soiling of the storage compartment when storing items in the storage compartment for the first time, these must be reported to the provider immediately and recorded in writing. Damage or soiling that occurs during the ongoing contractual relationship must also be reported to the provider without delay and recorded in writing. The provider warrants that the storage compartment is generally suitable for storage purposes in accordance with the provisions and restrictions of the contract. Beyond this, no specific usability or quality of the storage compartment is promised.

14.2 The Customer acknowledges that the Provider has no specific knowledge of the value, scope and nature of the items stored by the Customer. Customers are therefore obliged to insure their items at replacement value if the value of the items exceeds EUR 2,000.

14.3 The Customer further acknowledges that, within the limitations of these GTC, he is granted round-the-clock access to the storage compartment. Although the Provider shall ensure the careful safekeeping of the items brought in in accordance with the provisions of

these GTC, the Provider's employees are not on site around the clock, so that any hazards or other dangers emanating from the building or the storage compartments or possible de facto access restrictions may not be immediately recognizable.

As the custodian, the provider shall only be liable to the customer for damage caused by failure to exercise due care, but not for damage caused by chance or by causes that are not attributable to the provider or for which the provider is responsible. The provider's liability is therefore excluded, for example, in the event of damage or loss as a result of natural disasters, acts of war, civil unrest and other cases of force majeure or chance.

With regard to ancillary contractual obligations, the Provider shall be liable to the Customer and persons attributable to the Customer (such as, in particular, persons who have been granted access rights by the Customer, employees and other staff, customers, visitors, etc.) in accordance with the general provisions of the Austrian Civil Code; however, the Provider's liability for items not stored or not placed in safekeeping that are damaged through no fault of the Provider or merely due to slight negligence on the part of the Provider shall be excluded. If the injured party is partly to blame for the damage, the provider's liability may also be reduced or completely waived depending on the extent of the contributory negligence of the injured customer or authorized user. The liability of the Provider pursuant to this point is further limited for Customers who are entrepreneurs pursuant to point 4 and for Customers who are consumers pursuant to point 14.5; this limitation also applies in each case to the persons attributable to the Customers (such as in particular persons who have been granted access rights by the Customer, employees and other staff, customers, visitors, etc.).

14.4 If the Customer is an entrepreneur, then, in the absence of the Provider's knowledge of the value of the items brought in and the Customer's insurance obligation, the Provider's liability shall be limited to a maximum of EUR 2,000 (maximum liability amount) for damage caused by negligent care in accordance with Section 14.3. The maximum liability amount applies to all items brought in and taken over by the provider per contract for the entire term. Multiple maximization over the term of the contract or for different items is therefore expressly not possible. In the event of liability, the current value (and not the replacement value) shall be reimbursed. Furthermore, the provider's liability is limited to direct damage. Liability for indirect damage or other consequential damage is excluded, as is liability for loss of profit. The provider shall only be liable without limitation to customers who are entrepreneurs for direct damages caused by intentional or grossly negligent behavior of the provider's bodies and employees or other persons attributable to the provider (§ 1313a ABGB and § 1315 ABGB). Due to the round-the-clock access to the storage compartment granted to the customer within the restrictions of these GTC, other claims for damages by customers who are entrepreneurs and persons attributable to them (such as in particular persons who have been granted access rights by the customer, employees and other staff, customers, visitors, etc.) against the provider are excluded, whereby personal injury is not covered by this liability provision.

14.5 If the Customer is a consumer, the Provider's liability towards the Customer pursuant to Section 14.3 shall be unlimited for personal injury caused by the Provider or its bodies, employees or persons otherwise attributable to it (Section 1313a ABGB and Section 1315 ABGB) as well as for other damage caused to the consumer by intentional or grossly negligent conduct of the aforementioned persons. In the absence of the Provider's knowledge of the value of the items brought in and due to the round-the-clock access to the storage compartment via smartphone application granted to the Customer within the restrictions of these GTC, the Provider's liability shall also be excluded for Customers who are consumers and persons attributable to them (such as, in particular, persons who have been granted access rights by the Customer, employees and other staff, customers, visitors, etc.).), the liability of the Provider pursuant to Section 14.3 for other claims for damages caused by slight negligence on the part of the Provider or its bodies, employees or persons otherwise attributable to it (Section 1313a ABGB and Section 1315 ABGB) is excluded, unless personal injury is involved. The limitations of liability pursuant to this Section 14.5 do not cover damage to items stored or placed in safekeeping by customers who are consumers.

15. Assignment and transfer

15.1 As custodian, the Provider is obliged to take care of and guarantee the security of the items brought in as well as of the Customer and its employees and uses the Customer's storage compartment for this care of the items brought into the storage compartment, whereby, due to the obligations of the Provider, these may only be items in accordance with point 1 which are either the property of the Customer (i.e. the direct contractual partner of the Provider) or over which the Customer is authorized to dispose. The customer is therefore not permitted to pass on the storage compartment in its entirety (in the sense of a kind of sub-possession) to third parties.

15.2 The assignment of all rights and obligations arising from this contract to a third party requires the express written consent of the Provider, the granting of which is at the discretion of the Provider. The Provider must be informed of the new potential contractual partner for the possible consent to such an assignment, stating the customer type (private/entrepreneur), first name, surname, e-mail, mobile phone number and address. The Provider shall agree or reject such assignment within seven working days of the potential new contractual partner being named.

15.3 The mere partial/successive assignment of rights and/or obligations arising from this contract is also prohibited for the reasons stated in point 1.

15.4 The independent granting of free-of-charge pure access rights by the customer by means of the software solutions offered or written legitimation shall not be deemed to be a transfer of the storage compartment within the meaning of point 1 or a (partial/successive) assignment of rights or obligations under this contract within the meaning of point 15.2 and point 15.3.

16. Miscellaneous

16.1 The contractual relationship in question is governed primarily by the contract including the GTC and secondarily by the relevant provisions of the General Civil Code (ABGB), in particular the safekeeping contract (§§ 957 ff ABGB).

16.2 Should a provision of these GTC be invalid or unenforceable, the remaining part of the contract and, in the case of customers who are entrepreneurs, the remaining part of such a provision shall remain unaffected and in full force and effect. Notwithstanding the foregoing provision, the invalid provision of the GTC and/or the contract shall be deemed to be replaced by a provision that comes closest to the agreement and intention of the parties in the case of customers who are entrepreneurs.

16.3 If the contract is not signed by a legal representative (managing director, board member, etc.) and/or one or more authorized representatives whose power of attorney is/are entered in the commercial register at the time the contract is signed, the customer undertakes to provide the provider with a copy of a proper written proof of representation (power of attorney) of the respective signatory persons without being requested to do so. Otherwise the contract shall be deemed not to have been concluded.

16.4 The instructions of the Provider's employees must be followed. The customer must comply with any house rules posted or handed over. In case of doubt about compliance with the house rules, the customer must contact the provider in writing.

16.5 The contract is subject to Austrian law. For customers who are consumers and do not have their habitual residence in the country in which the location of the selected storage compartment is located, the mandatory provisions of the law of the country in which they have their habitual residence shall continue to apply despite this choice of law.

16.6 Customers who are entrepreneurs and the Provider agree that the courts in Vienna Innere Stadt shall have exclusive jurisdiction over disputes arising from or in connection with the contractual relationship.

16.7 Customers who are entrepreneurs waive the right to contest this contract on the grounds of error.

16.8 There are no verbal or other ancillary agreements to the contract. Amendments to the contract, including this provision, must be made in writing.

17. Instruction and right of withdrawal

17.1. For customers who are consumers and conclude this contract with the provider by means of distance selling (e.g. online) or outside of business premises, the following also applies:

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day the contract is concluded.

To exercise your right of withdrawal, you must inform us via the central email address info@storeroom.at or to the system headquarters of STORE ROOM GMBH at Heinrich Bablik Straße 17, 2345 Brunn am Gebirge by means of a clear declaration (e.g. a letter sent by post

or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form (point 17.2) for this purpose, but this is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of cancellation: If you cancel this contract, we will refund all payments that we have received from you, including any delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), promptly and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged any fees for this refund.

If you have requested that the services should begin during the cancellation period, you must pay us an appropriate amount that corresponds to the proportion of the services already provided up to the time at which you notify us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

17.2. Sample cancellation form

(If you wish to revoke the contract, you can fill out this form and send it to us as described; alternatively, you can also freely formulate your declaration of revocation)

To

STORE ROOM

Heinrich Bablik Straße 17, 2345 Brunn am Gebirge

or to: info@storeroom.at

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of notification on paper)

Date

(*) Delete as appropriate