

# In storage facility Citylagerhaus: Terms and Conditions (GTC)

## § 1 – Scope of the General Terms and Conditions

The following provisions of the General Terms and Conditions apply to all lease contracts of the lessor or an administrator appointed by the lessor in accordance with the lease agreement for the respective Citylagerhaus location for leased storage units (compartments).

## § 2 - Object of the contract and intended use / Obligations of the Lessee

- (1) The subject of the contract is the storage unit designated by number in the lease agreement.
- (2) The lessee has satisfied himself through a personal inspection that the storage unit is fully suitable for storing the objects intended by the lessee. There are no defects.
- (3) Without exception, the lease property is used for the storage of objects, taking into account the regulations specified below.
- (4) Use is expressly not permitted:
  - a. for residential purposes
  - b. as an office or workshop
  - c. for any work purposes, in particular not for the exercise of a trade or trade-like, manual or freelance activity or an activity that requires an official permit.
  - d. Likewise, the lessee is prohibited from providing services in the lease property.
- (5) See § 2 (4): The same applies to all illegal, criminal, and immoral activities.
- (6) The lessee is expressly prohibited from registering their place of residence, company headquarters, or a trade at the address of the lease property.
- (7) The storage unit may not be used for the storage of animals or living beings of any kind, whether dead or alive.
- (8) The lessee guarantees that the storage unit/storage unit will only be used in a manner that does not pose any danger or damage to the property of the lessor or third parties, and that no harm to the environment will result from its use.
- (9) Due to the potential fire risk and for environmental protection reasons, smoking in the lease property and warehouse is strictly prohibited, as well as the use of open flames or fire.
- (10) If the lessee smokes on the premises (outside the lease property), they must ensure that cigarette residues are properly disposed of and not left on the premises.
- (11) All relevant official and technical laws and regulations, particularly those of the fire brigade and building control authority, must be adhered to and followed. The lessee is obliged to comply with all laws, legal norms, official orders, regulations, and all approvals concerning the lease property.
- (12) Specifically, the following items are strictly prohibited from being stored (non-exhaustive list):
  - a. Food and perishable goods, unless securely packaged to prevent the leakage of liquid and/or aerosol/gaseous substances, protect them from pest infestation, and prevent attraction of pests.
  - b. Living beings of any kind (alive or dead).
  - c. Combustible, flammable, radioactive, odour-emitting, environmentally harmful, or otherwise dangerous or permit-restricted substances and materials, such as gases, paints and varnishes, petrol, diesel, oil, solvents, or solvent-containing substances.
  - d. Empty fuel and oil containers.

- e. Toxic, corrosive, or foul-smelling substances and objects that are prone to self-ignition, such as explosives, ammunition, weapons, biological or chemical warfare, fireworks, asbestos, toxic waste, and similar.
  - f. Pressurized containers.
  - g. Any batteries classified as hazardous materials.
  - h. Chemicals and cleaning agents.
  - i. Prohibited substances and materials, such as drugs.
  - j. Hazardous waste.
  - k. Any other liquids, substances, or gases that could pose fire hazards or environmental risks.
- (13) Flammable or inflammable liquids, substances, or gases must not be stored, transferred, or filled.
- (14) The use of cleaning agents, for example, for cleaning the storage unit, may be done only with explicit consent from the lessor.
- (15) The ventilation systems of the storage unit or the entire facility must not be obstructed or blocked.
- (16) The lessee is obligated, if a sprinkler system is present, not to restrict the effectiveness of this system through their stored belongings. A minimum distance of 50 cm must be maintained between stored items and each sprinkler head.
- (17) For the purpose of complying with fire and environmental protection, the lessor reserves the right to conduct random inspections of the contents and stack height within the storage units in case of suspected violations. The lessee agrees to allow access to the lease property for this purpose and will ensure access to the storage unit at all times.
- (18) If there is reasonable suspicion of a violation of the above agreements, the lessor is authorised to open the lease property. This is done under the condition that prior contact with the lessee has failed and the lessee themselves or other lessees, as well as the lessor, face significant harm (imminent danger). In the event of the lessee's refusal to remove the belongings, the lessor is authorised to open or have the storage unit opened and to remove the respective items and dispose of them properly.
- (19) The lessee is aware that the facility is not air-conditioned. The lease property is heated to prevent frost damage. Furthermore, the lessee is responsible for taking appropriate measures to protect the stored belongings before or during storage.
- (20) The lessee is prohibited from installing pipes, shelves, or any fixtures on the walls, ceilings, or floors of the lease property. Drilling into the ceilings, walls, or floors is strictly prohibited.
- (21) The connection of electrical devices in the lease property is not allowed. Tapping into or modifying existing electrical services is strictly prohibited.
- (22) When using the transportation aids provided by the lessor, the user must follow and adhere to the instructions for use. The instructions for use can be found either on display or can be obtained by the user from the on-site staff **before use**.
- (23) The lessee ensures and assumes the corresponding liability towards the lessor that all persons to whom they grant access to the entire facility and their lease property also comply with and adhere to the provisions listed here. '

### § 3 - Condition and Quality of the Storage Unit

- (1) The storage unit is leased without any fixtures, such as shelves or other attachments. Fixtures, such as shelves, may only be installed or attached in a manner that does not damage the structure of the storage units (ceilings, walls, floor), can be removed without leaving any traces, and does not obstruct access to the storage unit.

- (2) The storage hall in which the storage unit is located is under video surveillance and equipped with an alarm system for security and the purpose of being able to collect evidence. The storage unit itself is neither under video surveillance nor equipped with an alarm system.
- (3) If the lessee fails to return the lock cylinder/padlock along with the corresponding keys and the issued transponder/access chip for entry to the storage hall, or if they are returned incomplete or defective, the lessor is entitled to charge the lessee a replacement cost for the lock cylinder/padlock, keys, and transponder/access chip as specified in the respective lease agreement, including the applicable value-added tax. The lessee is permitted to prove a lesser damage. This amount would then be the basis for the reimbursable amount to be paid by the lessee, subject to agreement.
- (4) The lessee is solely responsible for locking their leased storage unit. The lessor is not obliged to lock unlocked storage units and to inform the lessee.
- (5) Upon transfer and return, the storage unit must be swept clean, undamaged, and free from major dirt.

#### **§ 4 – Handover of the lease property, access to the storage facility/storage unit**

- (1) The conclusion of the lease agreement is subject to the following condition precedent:
  - a. The lessee is responsible for ensuring that the agreed-upon lease, particularly the first payment, is honoured by the lessee's bank through direct debit (as separately agreed upon in the SEPA direct debit mandate).
  - b. If the initial lease payment is not honoured through direct debit, the lessor has the right to dispose of the lease property without the need for termination. In this case, the lessee is released from the obligation to pay the lease.
- (2) The lessee is only entitled to take possession of the lease property for use after the full payment of the first lease (and possibly the agreed-upon deposit).
- (3) By inspecting the lease property before entering into the contract, the lessee has ensured that the leased storage unit is fully suitable for the intended storage of lessee's belongings. The lessee accepts the storage unit without any defects or contamination.
  - a. Any defects, damages, or contaminations, even if they occur during the lease period, must be promptly reported by the lessee to the lessor in writing, either by letter or email.
- (4) The storage unit will be handed over in a locked state. During the lease period, the lessee is obliged and responsible to lock the storage unit using a lock on the designated latch mechanism. The lessee is solely responsible for properly securing the storage unit and for the safekeeping of the provided keys and access chip/transponder.
  - a. The lessee is not obliged to attach a second lock or use an additional lock on any existing secondary locking mechanism on the entrance door of the storage unit.
- (5) The lessee will be provided with an access chip/transponder and two keys for the padlock of the respective storage unit for access to the warehouse.
  - a. The lessee must coordinate with the lessor regarding the issuance of additional access chips/transponders. For each additional transponder, the lessor has the right to charge a processing fee of €15.00 plus applicable VAT.
  - b. Prior to duplicating keys for the padlock, the lessee must obtain the lessor's consent and provide a binding statement specifying the number of keys that have been duplicated. The cost of duplicating the keys is the responsibility of the lessee. These costs will not be reimbursed upon move-out.

- c. Upon move-out, the lessee agrees to return all access chips/transponders and keys (including any duplicated keys) to the lessor, in functional condition.
- (6) The following terms are agreed upon regarding the access chip/transponder (hereinafter referred to as "chip") for accessing the warehouse:
  - a. The chip allows access only during the specified opening hours.
  - b. The chip allows access only to the warehouse where the leased storage unit is located.
  - c. The chip should not be kept near magnetic fields (car radios, speakers, mobile phones, etc.).
  - d. The chip should not be exposed to heat (sunlight, direct heat, etc.).
  - e. The chip must not be folded, bent, or otherwise damaged or used for purposes other than intended.
  - f. In case of loss or damage to the chip, the fee specified in the lease agreement must be paid.
  - g. In the event of chip loss, the lessee is obliged to immediately notify the lessor in writing (preferably via email).
- (7) The lessor reserves the right to reorganise the use of the warehouse, particularly for safety reasons, if necessary.
  - a. Examples of such reorganisation may include: The installation of special security doors or changes to the opening hours and similar.
  - b. The lessee hereby agrees that they consent to any reorganisation of access arrangements and acknowledges that, in such cases, the lessor may assign them a different storage unit in accordance with Section 8(4) et seq.
- (8) The lessee has access to the warehouse and the storage unit during the opening hours displayed in the entrance area of the warehouse. Changes to the opening hours may occur for valid reasons and will be announced through notices displayed at the entrance area of the warehouse.
  - a. The parties agree that such a reason exists in particular if maintaining the opening hours unchanged would threaten to significantly impair the profitability of the warehouse.
- (9) Third persons are only permitted access to the warehouse if they are accompanied by the lessee or have been authorised in writing to access the storage unit. The lessor is entitled, but not obliged, to demand appropriate legitimation from third parties and, if this is not presented, to refuse access or to ask the third party to leave the warehouse.
- (10) The lessee declares that they expressly and irrevocably agree that the lessor (after providing appropriate notice, orally, in writing by post, email, SMS, or fax) will affix an additional lock (PADLOCK) to the entrance door of the leased storage unit.
  - a. This is done in the event that the lessor needs to contact the lessee regarding special circumstances (e.g., lessee's payment arrears, reported damages in neighbouring units, reported incidents in or observations about the leased storage unit, etc.) but cannot reach the lessee using the provided contact information.

- b. In the event of payment arrears, the landlord will promptly arrange for the removal of the PADLOCK upon settlement of the outstanding balance.
  - c. If electronic access authorisations/locks are used, the same applies to them as well.
- (11) In the event of an alarm being triggered in the warehouse or the storage unit outside office hours due to improper handling, the lessor has the right to impose a flat fee of €500.00 plus the applicable value-added tax.
- (12) If there is an imminent "dangerous situation" for the lessee's unit, other lessees' units, or the entire warehouse, the lessor or its authorised representatives are permitted to IMMEDIATELY and without prior notice open and enter the lease property in question. This is done with the purpose of averting a potential danger through appropriate measures. This may also mean that the lessor, in the presence of valid reasons (such as an (impending) water damage or similar situations), is entitled to remove and securely store the stored items/goods elsewhere. However, the lessor does not have an obligation to carry out such actions, even in such cases.

#### **§ 5 Obligations of the Lessee**

- (1) The lessee is not permitted to store or transfer liquids, substances (as specified in Section 2), or any other materials that could damage the structure of the storage unit or warehouse or pose a health risk to individuals.
- (2) The lessee is not allowed to connect or operate electrical or electronic devices or machinery in their storage unit. Specifically, during the lessee's absence, for safety and fire protection reasons, no electrical or electronic devices, machinery, or other equipment should be connected to a power source or have the lights permanently switched on in the storage unit.
- (3) The lessee is prohibited from smoking, igniting open flames or fire, whether in their storage unit or elsewhere in the warehouse, for safety reasons.
- (4) The lessee must inform any third parties who enter the warehouse together with them, at their command, or with their consent, that the provisions and prohibited actions listed here must be strictly adhered to.
- (5) The lessee is obliged to promptly notify the lessor of any changes to their address and/or other contact information (telephone, email); further details can be found in Section 21(3).

#### **§ 6 - Rent, Rent Increase, and Due Date**

- (1) The amount of the monthly lease is stated in the lease agreement. For business owners / those eligible for input tax deduction, the lease is subject to the currently applicable value-added tax.
- (2) The lease must be paid in advance, no later than the 3rd business day of each month.
  - a. For the payment of the first lease, please refer to Section 4(1).
- (3) Payment is exclusively made via direct debit using the SEPA Direct Debit Mandate.
  - a. The lessee has the right not to grant the SEPA Direct Debit Mandate.
  - b. Likewise, the lessee has the right to revoke the SEPA Direct Debit Mandate at any time.
  - c. In the event of non-granting or revocation of the SEPA Direct Debit Mandate, the lessee is responsible for ensuring timely payment.
- (4) In the case of direct debit returns, the tenant undertakes to promptly contact the lessor and provide proof of settling the outstanding balance. The lessor charges a flat processing fee of €10, if applicable, plus any third-party fees and the applicable value-added tax in the event of direct debit returns.

- (5) In the case of late lease payments or non-payment of leases through direct debit, the lessor is entitled to impose the following additional interest/costs:
- a. Default interest at a rate of 5 percentage points above the respective base interest rate according to § 247, paragraph 1 of the German Civil Code (BGB).
    - 1) The interest rate mentioned above increases to 9 percentage points above the respective base interest rate according to § 247, paragraph 1 of the German Civil Code (BGB) if the lessee is not a consumer as defined in § 13 of the German Civil Code (BGB).
  - b. For each reminder, the lessor may charge a minimum dunning fee of €10.00 plus the applicable value-added tax, unless the lessee is not responsible for the delay.
  - c. The lessor explicitly reserves the right to calculate any additional damages beyond that.
  - d. For administrative expenses and costs associated with any direct debit returns caused by the lessee, the lessor is entitled to invoice the lessee a processing fee of €10.00 plus the applicable value-added tax.
- (6) Rent increases
- a. The lessor is entitled, at their reasonable discretion and in good faith, to make the following lease adjustments:
    - 1) An adjustment of the lease by a maximum of 5% per year, effective on 30th June of each year, initially starting on 30th June 2024.
    - 2) The lessor will communicate the lease adjustment to the lessee in written form. The lease adjustment will be effective from the first day of the calendar month following the receipt of the lessor's notification or from a later date specified in the lessor's communication.
    - 3) In the event of a lease increase, the lessee has the right to terminate the tenancy with a notice period of 30 days, effective at the end of the month. If the lessee terminates the tenancy, the lease increase will be considered null and void.

## **§ 7 – Security deposit**

- (1) If a security deposit is agreed upon, it must be paid in the amount specified in the lease agreement.
- (2) The security deposit is due upon move-in/handling over of the keys.
- (3) The collection of the security deposit will be processed through the agreed SEPA Direct Debit Mandate as a direct debit.
- (4) The lessor is entitled to satisfy their due and legitimate claims from the security deposit during the tenancy. In such a case, the lessee is required to replenish the security deposit to the originally agreed-upon amount upon request by the lessor. If a lease increase has occurred in the meantime, the security deposit must be replenished to the amount of the new monthly lease.
- (5) The security deposit is intended to cover all contractual obligations, including any claims for damages due to the breach of lease obligations by the lessee. It also covers the lessor's statutory claims against the lessee that are related to the use of the lease property.
- (6) If the lease property is not returned in the condition specified in the agreement, the lessor is entitled to withhold from the security deposit the amount necessary to restore the property to its original condition.
  - a. For example, this may include:
    - 1) Cleaning costs

- 2) Costs for repairing damages caused by the lessee or costs for the disposal / destruction / recycling / relocation / rearrangement of items left behind by the lessee
- (7) Furthermore, the lessor is entitled to deduct unpaid lease, reminder fees, default interest, and similar expenses from the security deposit.
- (8) The security deposit does not accrue interest, and it is expressly agreed that the lessor is not obligated to invest the security deposit to generate interest.
- (9) The refund of the security deposit will be made to the bank account specified by the lessee to the lessor.
  - a. The payment will be made by the lessor within 14 days after the handover of the storage unit, the returned keys, and the access chip/transponder.

#### **§ 8 - Actions of the Lessor / Lessee - Repairs / Structural Changes / Maintenance / Relocation**

- (1) The lessor is entitled to carry out repairs or structural changes at any time, even without the lessee's consent. The lessee must not hinder or delay the implementation and execution of such works. The lessee must tolerate the works and, if necessary or required, grant access to the lease property to the lessor or any persons authorised by the lessor. The right to claim a reduction in lease is excluded in this context. The lessor will inform the lessee in advance about upcoming works, unless they are necessary to prevent or mitigate imminent dangers.
- (2) The lessee, on the other hand, is not allowed to make structural alterations to the lease property.
- (3) The lessee assumes the obligation to promptly inform the lessor about any defects in the lease property. This also applies if the lessee is responsible for damage to the overall premises. In such cases, the lessee must immediately inform the lessor or the lessor's representative on-site.
- (4) The lessee hereby grants the lessor consent to relocate its current allocated storage unit within the overall premises (if applicable, two city storage facilities located in close proximity shall be considered as one overall premises) if such a measure is necessary for the following reasons:
  - a. To maintain and/or increase the functionality and utilisation of the facility.
  - b. To ensure the implementation of necessary renovations or repairs.
  - c. Compliance with regulatory requirements which necessitates a relocation.
  - d. There is an imminent danger or emergency situation.
- (5) In this regard, the lessor will request the lessee to vacate the lease property within 14 days and relocate the stored belongings or goods to the new lease property.
  - a. The new lease property should be comparable in terms of type, extent, size, and lease amount.
  - b. In this case, the costs associated with the relocation within the facility are to be borne by the lessor.
  - c. The lessee commits to facilitating the necessary move and, if necessary and feasible, will be fully cooperating in the process.
- (6) The same relocation obligation applies if the lessor leases another building within the city, and this new location is reasonable for the lessee.
- (7) If the lessee fails to comply with the request to relocate within the specified time frame, or if an earlier relocation becomes necessary before the expiry of the 14-day period, the lessor is entitled to open the lease property and relocate the stored belongings or goods to the new lease property. In the event of non-compliance by the lessee, the relocation of the belongings or goods will be carried out at the lessee's own risk and expense.

- (8) The lessor has the right to undertake the necessary measures to inspect and, if necessary, repair the sprinkler system.

#### **§ 9 - Provisions on offsetting / lease reduction / retention**

- (1) The lessee is not permitted to offset the lessor's lease claims, exercise a right of retention, or reduce the lease. This provision does not apply to the lessee's claims for damages due to non-performance or reimbursement of expenses incurred as a result of an initial or subsequent defect in the lease property, if the lessor is intentionally or grossly negligent for such defect. If the claims arising from the tenancy are undisputed or legally established, the lessee has the right to offset or exercise a right of retention.
- (2) Claims for reimbursement by the lessee due to unjust enrichment remain unaffected.
- (3) Offsetting or exercising a right of retention, if permitted under Section 9 (1), is only permissible if the lessee has notified the lessor in writing of their intention to do so at least one month before the lease becomes due.

#### **§ 10 – The lessor's lien**

- (1) The lessee acknowledges and assures that they are the lawful owner and/or lawful possessor of the stored items/goods.
- (2) The lessee undertakes the obligation to promptly inform the lessor if the stored items/goods are seized or will be sized by third parties. In the event that the lessor exercises their lien, the lessor is entitled to create an inventory of the items/goods stored in the leased unit.
- (3) In case of outstanding claims, the lessor, in exercising their lien, has the right to deny the lessee access to the premises, the storage facility, and the leased storage unit, and to attach their own additional lock (PADLOCK) to the storage unit. These measures can be carried out regardless of whether the lessor has terminated or dissolved the lease agreement. The exercise of this right does not affect the lessee's obligation to promptly settle any outstanding claims of the lessor.
- (4) The use of the lien is governed by § 1245 of the German Civil Code (BGB) and, in deviation from the statutory provisions, is subject to the following regulations:
  - a. If the lessee is in default with their payment obligations for more than one month and the lease agreement has been terminated, the lessor has the right to demand payment of the outstanding claims within four weeks, in writing, under the threat of selling or recycling/disposing of the stored items/goods.
  - b. After the expiration of the one-month period according to section 10 (4) a, the lessor/owner of the storage unit has the right, at the lessee's risk and expense, to move the stored items to another storage facility and/or to sell, recycle, or appropriately dispose of or destroy the stored items, depending on their nature and characteristics, either freely or after the termination of the lease agreement. Within the mentioned period, the lessee must inform the lessor in writing about the stored items/goods that represent a value exceeding €50.00, or whether the entire contents of the unit exceed a value of €1,000.00. If the lessee fails to fulfil this obligation within the specified time frame, the lessee accepts that the lessor assumes no liability, of any kind, regarding the achievable sales proceeds from the recycling. The lessor undertakes to recycle or sell the stored items only to the extent necessary to cover the outstanding claim, including interest, reminder fees, accrued costs, and the costs of disposal or recycling.



**§ 11 - Assignment of security of the stored items/goods of the lessee to the lessor**

- (1) The lessee transfers to the lessor his ownership or any expectant rights to all objects that the lessee stores in the leased property during the term of the lease. The hypothecated items/goods are hereinafter referred to as the "security asset". The hypothecation is conditionally agreed upon, subject to the lessee being in arrears with the payment of lease for at least two lease periods. The handover of the security asset to the lessor is replaced by the lessor gratuitously storing the security asset on behalf of the lessee. The lessee hereby gives their consent to the lessor for the disposal of the security asset in accordance with the following paragraphs.
- (2) The security asset serves as collateral for all existing and future claims of the lessor against the lessee arising from the lease agreement. The lessee shall retain the right to use the security asset even after the hypothecation and the occurrence of the suspensive condition within the meaning of this provision. The lessee is allowed to remove the security asset from the leased property and have unrestricted control over it.
- (3) The lessor acknowledges the lessee's claim against the lessor that the lessee has a contractual entitlement to the release of the security asset to the extent that the value of the transferred collateral exceeds 110% of the secured claims. The hypothecation terminates through a dissolving condition, and the lessee regains full ownership or full expectancy rights, to the extent that the security asset is removed from the leased property.
- (4) Upon the occurrence of the suspensive condition as defined in Section 11, paragraph 1, the lessor has the right to dispose of the security asset in accordance with the provisions stated below, provided that the lessee:
  - a. Is in arrears with the payment of lease for a period of two lease periods,
  - b. And the lessor is therefore entitled to terminate the lease agreement according to Section 12 of this agreement
  - c. And the lessor has notified the lessee in writing of the intention to dispose of the security asset, setting a deadline of one month, and this deadline has expired.
- (5) In the course of disposing of the security asset, the lessor has the right to vacate the leased property at the expense of the lessee and take possession of the security asset. In this case, the opening of the security asset shall be conducted in the presence of two employees of the lessor, who shall record the found items in a protocol after the opening of the leased property.
- (6) The lessor has the right to dispose of the security asset at their reasonable discretion and at the expense and risk of the lessee. The lessor may dispose of items that are not suitable for disposal or obviously of no value. The lessor must take into account the legitimate interests of the lessee when disposing of the security asset. Within the mentioned period, the lessee must inform the lessor in writing about the stored items/goods that represent a value exceeding €50.00, or whether the entire contents of the unit exceed a value of €1,000.00. If the lessee fails to fulfil this obligation within the specified time frame, the lessee accepts that the lessor assumes no liability, of any kind, regarding the achievable sales proceeds from the recycling.
- (7) In particular, the lessor will only dispose of the security asset to the extent necessary for satisfying the claims secured under the contract (including the coverage of the claim along with interest, reminder fees, accrued expenses, and costs of disposal/recycling, etc.). Any surplus arising from the disposal shall be returned to the lessee. Any excess resulting from the disposal belongs to the lessee; the lessor shall transfer such amount to the lessee's last known account, alternatively, it may be deposited with the local court. The costs for depositing with the local court shall be borne by the lessee.

**§ 12 - Duration of Contract and Termination notice/Contract Termination**

- (1) The lease agreement is for an indefinite period and generally commences on the first day of each month.
- (2) Unless otherwise stated hereinabove or hereinafter, the right to terminate shall be governed by statutory provisions.
- (3) Without prejudice to their statutory right to terminate, the lessee may terminate the lease agreement after a minimum lease period of two months, with a notice period of 30 days to the end of the month. Every termination must be made in writing or through telecommunication transmission (fax, email, post). All termination notices, especially in the case of an email, must clearly and unambiguously contain the following information:
  - a. The sender of the termination
  - b. The location of the warehouse where the lease agreement for the storage unit is to be terminated
  - c. The number of the storage unit to be terminated
  - d. In the case of termination via email, a signature is not required.
- (4) To ensure a valid termination within the specified notice period, it is not crucial when the declaration is sent but rather the verifiable receipt or confirmation of the letter/email by the other party.
- (5) Upon termination of the lease agreement, the leased property must be returned empty, meaning it should be vacated, cleaned, and left unlocked. Access cards (chips), keys, etc., if provided, must be returned in their entirety. Any damages, etc., must be professionally repaired.
- (6) If, after termination of the agreement or at the end of the fixed lease period, the lessee fails to return the leased property in a timely and proper manner, the lessee shall be liable in the event that the lessor has already re-leased the property and the new lessee refuses to accept a substitute property or if no substitute lease property is available. Furthermore, the lessee is obligated to pay a compensation for use in an amount at least equal to the previous lease. The lessee indemnifies the lessor against any potential claims from the new tenant. The lessor is entitled to handle the items left by the lessee in the leased property after vacating (through return or visibly obvious abandonment) as follows:
  - a. If, according to the lessor's assessment, the items are obviously of no value (bulk waste, etc.), the lessor may immediately dispose of the items/property at the lessee's expense.
  - b. If, according to the lessor's assessment, the items are not obviously valuable, the lessor has the right to store the items/property at the lessee's expense and, after four weeks of written notice for collection to the last known address of the lessee, dispose of them.
  - c. The disposal should, if possible, be done through open-market sale, provided that there is no known third-party right to the items according to the lessor's knowledge. This does not establish a bailment relationship. The lessor is only responsible for exercising the same care that they would apply to their own matters. Any proceeds, after deducting the costs incurred by the lessor, shall be deposited with the competent local court in favour of the lessee. If the conditions are met, the lessor may also immediately deposit the item with the local court. The costs for this shall be borne by the lessee.
  - d. All other items may be stored by the lessor at the lessee's expense. The lessor is entitled to dispose of these items if the lessee fails to collect them within four weeks of written notice. The costs of disposal shall be borne by the lessee.
- (7) If the lease agreement has been terminated by the lessee, but an early move-out has not occurred or the storage unit is not returned empty, the lease agreement will automatically be

extended to the originally agreed indefinite period as stated in the lease agreement. Any discounts previously granted will no longer be applicable, and the monthly lease shall apply. The extension of the lease agreement can be terminated with a notice period of 30 days prior to the end of the month.

### **§ 13 - Extraordinary Right to Terminate**

- (1) The lessor has the right to terminate the lease agreement with immediate effect, without observing a notice period, in addition to the reasons stipulated by law, in the following cases:
  - a. If the lessee is in arrears with two consecutive lease payments, and the lessor has notified the lessee of the arrears and demanded payment to settle the outstanding amount.
  - b. If the lessee continues to use the leased property in violation of the contract, despite a written warning from the lessor, particularly by using the leased property for purposes other than those specified under Section 2 or subletting the storage unit without written permission (see Section 15).
  - c. If an application for the lessee's insolvency is filed, requesting a sworn statement of assets.
  - d. If the lessee fails to fulfil their contractual obligations as stated in these terms and conditions.
  - e. If the lessee fails to comply with the generally applicable house rules posted in the warehouse or if any other unacceptable condition arises, such as causing disturbance to other tenants, which continues despite a written warning.
  - f. If the lessee or any person authorised or permitted by the lessee fails to comply with the house rules.
  - g. If the lessee violates the usage and access regulations as stipulated in these terms and conditions, despite appropriate warnings from the lessor.

### **§ 14 - Multiple Persons as Lessees**

- (1) If multiple persons act as lessees, they shall be jointly and severally liable for all obligations arising from this agreement.
- (2) Facts that would result in an extension or reduction of the contractual relationship or give rise to a claim for damages or other claims against one person in a group of lessees shall have the same binding effect on the other persons.
- (3) If multiple persons act as representatives on the lessee's or lessor's side, they hereby mutually authorise each other to receive declarations of intent from the other party, with effect for the other(s), or to make declarations on behalf of all parties on their own side towards the other party. For the effectiveness of a declaration from the lessor's side or lessee's side, it is sufficient for it to be made to one of the lessees or one of the lessors.
- (4) All declarations of intent related to the agreement must be made in writing. The timeliness of a declaration is determined by its receipt, not its dispatch.

### **§ 15 - Subletting / Change of Company**

- (1) Subletting is not permitted.
- (2) In the case where the lessee is a legal entity or a commercial partnership, a change of a personally liable partner or a change in legal form is considered as assignment to third parties, requiring the lessor's approval. This also applies to owner-managed businesses in the event of a change of owner or the inclusion of additional owners.
- (3) The lessor may not refuse consent without reasonable grounds.

### **§ 16 – Transfer of lessor/lessee rights**

- (1) If the lessor wishes to transfer the lease agreement to a third party during the term of the contract, the lessee hereby gives consent to such transfer. In this case, the lessor must ensure that the security deposit, if any, is settled upon the transfer of the lease agreement. The security deposit, to the extent not utilised, shall be handed over to the successor in interest or otherwise offset against their claims. Once this is done, the lessor's liability with respect to the security deposit shall cease. Any claims for compensation or reimbursement by the lessee shall be directed against the purchaser of the lease agreement.
- (2) The lessee may only transfer rights and claims from this agreement with the written consent of the lessor. The same applies to the assignment of claims from the agreement.

### **§ 17 - Liability**

- (1) The lessee cannot assert any claims for damages due to initial or subsequent defects in the leased property as agreed.
- (2) The lessor is also not liable for any damages, of any kind and for any reason, to the stored items or goods of the lessee. The same applies to property damage, even if it was or it is caused by third parties.
- (3) These exclusions of liability do not apply if and to the extent that liability is mandatory, in cases of intentional acts, gross negligence, or the breach or imminent breach of material contractual obligations.
- (4) However, a claim for damages for the breach of material contractual obligations is limited to the foreseeable, typical damages inherent in the contract, unless there is intentional or grossly negligent conduct, or liability is mandatory due to the violation of life, body, health, or other mandatory circumstances.
- (5) The lessee's claims to performance and his statutory right to termination without notice remain unaffected by this provision.
- (6) The lessor shall not be held liable for any access obstacles to the storage facility, provided that they are based on circumstances beyond the lessor's control.
  - a. Such circumstances could include:
    - 1) Damage or technical defects to the roller shutters or the warehouse entrance doors by third parties and/or other tenants (here especially outside the opening hours)
    - 2) Construction work in and on the street
- (7) The lessee is liable to the lessor for damage to the rental property and the warehouse as well as the facilities and systems belonging to the building caused by the lessee, persons belonging to his company, visitors, customers, suppliers as well as craftsmen and similar persons commissioned by the lessee and if the lessee is responsible for this. The lessee bears the

burden of proof that there was no culpable conduct, as far as the leased property, warehouse, and facilities and installations are under their custody. If the lessee pays damages to the lessor, the lessor is obliged to assign their potential claims against the party responsible for the damages to the lessee.

- (8) The lessee assumes liability for ensuring that the belongings/goods they have stored are suitable for storage, taking into account, in particular, provisions under Section 2 of the agreement.
- (9) If a later, subsequent measurement of the area of the leased storage unit reveals a difference from the agreed-upon area, it is agreed that area deviations of up to 10% are irrelevant. In the event of a larger deviation, the lease will be recalculated based on the actual area. The calculation of the areas is based on the internal dimensions of the storage unit.

#### **§ 18 – Insurance**

- (1) The stored items/goods are not insured by the lessor.
- (2) The lessee may be able to insure the stored items with his own household contents insurance.
  - a. It is the lessee's responsibility to contact his insurance company in good time and coordinate the insurance options/scope of insurance with them.
  - b. If it is not possible to include the stored items in the lessee's existing insurance, it is the lessee's responsibility to ensure appropriate insurance cover.

#### **§ 19– Written form, Place of jurisdiction**

- (1) Subsidiary agreements and supplements to the lease agreement, including the General Terms and Conditions, must be in writing to be effective. This also applies to the cancellation of the written form agreement.
- (2) Flensburg is agreed as the place of jurisdiction for all legal disputes in connection with rental relationships.
- (3) If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, Flensburg is agreed as the exclusive place of jurisdiction for all claims arising from or on the basis of this agreement. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who have moved their domicile or usual place of residence outside of Germany after the conclusion of the agreement, or whose domicile or usual place of residence is not known at the time the action is filed.

#### **§ 20 – Communication / Data exchange / Data use**

- (1) It is agreed that for smooth communication between lessee and lessor, contractual information and documents may/should also be sent or communicated digitally.
- (2) Contractual documents can expressly also be exchanged digitally.
- (3) For this purpose, the lessee undertakes to always send changes to his contact details (e-mail address and/or mobile phone number) to the lessor. See also § 5 (5) and § 21 (3).

#### **§ 21 – Final provisions, Severability clause**

- (1) Only the provisions of the concluded agreement apply to the rental relationship.
- (2) Any general terms and conditions (GTC) of the lessee do not apply, unless the effectiveness of the lessee's general terms and conditions has been expressly agreed.

- (3) The lessee undertakes to inform the lessor of the following changes immediately in writing or by email:
  - a. Change of address
  - b. Change of telephone number; incl. mobile phone no.
  - c. Change of email address
  - d. Change of contact person (possibly separate legitimation required for proof from the lessor).
- (4) If it is necessary for the lessor to commission an address determination via the responsible residents' registration office, the lessor has the right to charge the lessee a flat-rate processing fee of €30.00 plus the applicable statutory value added tax. The lessee undertakes to immediately settle the claim.
- (5) If any individual provision of this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions of this agreement. In this case, an appropriate provision shall replace the ineffective provision, or the contracting parties shall agree on such a provision which, insofar as this is legally possible and permissible, comes closest to what the contracting parties intended as a provision or would have intended according to the spirit and purpose of the agreement, if the contracting parties had considered this point.
- (6) Oral subsidiary agreements to this Agreement were not made. For changes and additions see § 19.

Version: April 2023