

General Terms and Conditions for Furniture Storage

Definitions:

- Depositor:** The party handing over the removal goods, furniture or other movable property for storage, his authorised representative, agent or legal successors.
- Storage Provider:** The party accepting the goods into storage.
- Tariff:** The tariff charged by the Storage Provider, which is in force at the time when the transaction, to which this tariff relates, is performed.
- Goods:** All of the goods placed into storage.
- Storage Area:** The storage area used/rented, the storage equipment or the storage service (could be a crate, container, pallets, etc.).

Article 1: Mutual Rights and Obligations/Solidarity Principle

1.1.: These general terms and conditions govern the mutual rights and obligations of the storage agreement detailed on the reverse, as well as the resulting due payments as stated on the invoice. The agreement does not fall under the provisions of the Act dated 30 April 1951 for commercial lease agreements.

1.2.: The signatory to this agreement enters into a joint and several undertaking with the corporate bodies, with the natural persons or with the associations, in whose name he/she acts in respect to the Storage Provider, for all of the obligations entered into by the principal.

Article 2 – Rent and Charges/Amendments/Index-linking/Guarantees

2.1. The rent and charges due shall be invoiced per calendar month and in advance of that month, as well as any VAT due (if applicable).

2.2. The rent and charges (excl. any taxes) shall remain unchanged for the first six (6) months of the agreement. The Storage Provider reserves the right to subsequently review the rent and any charges at specific times. The rent and charges shall enter into effect 30 days following written notification from the Storage Provider. The Depositor can cancel the agreement at any time, if the latter does not agree with the price review, providing a letter of notice is despatched within 30 days following the date of despatch of the written notification of the price review by the Storage Provider. The Depositor shall then collect the goods placed in storage within these 30 days, and this upon penalty of payment of the new rent.

2.3. The rent and charges shall be increased on an annual basis by reference to the Retail Price Index or if not available, by reference to an alternative published coefficient, and always in the anniversary month of the furniture storage contract and this for the first time after 1 year.

2.4. Upon signature of the agreement, the Storage Provider can demand payment of an additional deposit from the Depositor, equivalent to a maximum of 3 months' rent, in order to ensure compliance with the agreement. The Storage Provider can recover any unpaid rent monies, fees and charges arising from a breach of this contract from this deposit (without any obligation to do so). If the Storage Provider deems it necessary to recover monies from the said deposit, then the Depositor shall immediately refund these to reinstate the deposit to its original amount. The Storage Provider shall never pay interest on the deposits paid.

Article 3 – Invoicing/Due Date/Late Payment/Dispute

3.1. All invoices shall be payable on their due date (in principle 8 days from the date of invoice). In the event of late payment, the amount due shall ipso jure and without any prior notification, be increased with a fixed amount of compensation of 15% and a minimum of 25.00 euros. Furthermore, the amount due shall become subject to late payment interest of 1% per month until the date of full settlement. In the event of arrears, the Storage Provider shall also always have the right to deny access to the rented storage area.

3.2. The Storage Provider may, at his own discretion (and subject to having an e-mail address for the Depositor), issue paper or electronic invoices for the monthly rent and charges. In addition, the Depositor shall accept, for all practical purposes, e-mail as a suitable and effective means of communication between the two parties.

3.3. The drawing and accepting of bills of exchange or other negotiable documents shall not entail any novation of debt, and shall not constitute any derogation from the general contractual terms and conditions.

3.4. Any objection concerning the amounts invoiced shall be notified by registered letter (stating the grounds of objection) addressed to the registered office of the Storage Provider within eight (8) days from the date of invoice. Late objections shall not be accepted.

Article 4 – Rental Period/Term & Cancellation

An agreement is entered into for an initial minimum period of 1 month, unless agreed otherwise. Following this minimum period of 1 month, the Agreement shall automatically be extended for an indefinite term and the agreement can at all times be cancelled in writing, subject to a minimum period of notice of 15 days.

Article 5 – Choice of domicile

5.1. In order to be valid, any communication or notifications exchanged between the parties concerning this agreement shall be addressed to the address stated in the agreement.

5.2. The Depositor shall notify the Storage Provider by registered letter of any change of address, both in Belgium and abroad. If the Depositor resides abroad, he shall select a domicile in Belgium. If no Belgian domicile has been selected, the Depositor shall select his domicile at the Public Prosecutor's offices located in the district of the registered office of the Storage Provider.

Article 6 - Acceptance into Storage/Inventory/Permissible/Prohibited Goods/Packaging

6.1 The furniture storage agreement shall only take effect for the Storage Provider from the moment when the goods effectively arrive at his storage or warehouse premises and when an inventory, drawn up and signed by the Depositor, has been approved and signed

by the Storage Provider. Upon request of the Depositor, the inventory can be drawn up in the presence of both parties and both parties having their say, at the place where the goods are located at the time of the agreement. The cost of latter shall be borne by the Depositor.

6.2 The Depositor expressly declares that the goods do not contain any prohibited items (drugs etc.), and that they are non-perishable, non-hazardous, and do not contain any flammable or harmful substances and are not in any way harmful or could in any way be harmful to public health or safety. If such goods are indeed discovered, the Storage Provider reserves the right to destroy them. The Depositor shall be liable for any costs incurred by this process.

6.3 The Depositor expressly confirms to have visited and inspected the storage area and to accept the latter, and also to have been informed of the actual conditions in which the Storage Provider performs the storage service and will store the goods. The Depositor accepts that the buildings in which the goods are stored shall not be accessible outside of normal working hours and shall be completely locked. The Depositor accepts that this form of safety and security level is sufficient and does not require the Storage Provider to take any additional security measures. The Storage Provider expressly does not provide any guarantees and does not accept any liability with regard to, on the one hand, the legally agreed intended use, and on the other hand, the safety and security requirements.

6.4. Upon signature of the agreement, the Depositor guarantees to the Storage Provider that he is the sole legal and beneficial owner of the goods given into storage and consequently accepts full liability with regard to the goods. The Depositor shall always compensate and indemnify the Storage Provider for any costs, claims or any other third party action relating to the goods, even if this third party is the authority that wishes to claim or seize these goods (including any disputes relating to disputes concerning rights of possession or rights of ownership).

6.5. Any small objects, such as books, magazines & newspapers, archives, CDs, DVDs, toys, glassware, crockery, household effects etc., shall be suitably packed by the Depositor. This also applies to linen, clothing, shoes, blankets, curtains, wallpaper, lace, cushions etc. Decorative items, such as paintings and their frames, drawings, candle holders, ornaments etc. must be packed in suitable packaging material. Lighting equipment, sun beds, fitness and sports equipment, tooling, instruments, and musical instruments shall have to be dismantled completely and packaged into crates, or suitable packaging material. The Depositor shall securely lock or seal the containers. The inventory shall only list the number of crates, cases, cardboard boxes etc.

6.6. The Storage Provider does not accept any liability for the storage or packaging methods of the goods if the goods were to suffer damage due to the type of the storage, such as exposure to air or any harmful agents due to the type of storage, the installation or the storage area itself. Any loss or damage due to lack of packaging or air conditioning of the goods shall always be borne by the Depositor.

6.7. Wines, liquors or any other non-hazardous liquids shall be packed separately. The Storage Provider's liability is only limited to returning the number of crates listed on the inventory.

6.8. The Depositor is strictly forbidden to leave any hazardous objects among the goods placed into storage, such as (this list is not exhaustive) matches, gun cartridges, gunpowder, petrol, gases, aerosol containers, grease, poisonous, flammable or hazardous products within the broadest meaning of the word, vermin or objects that could cause damage. Cash, negotiable instruments, securities or shares, any item emitting any smoke, odour or stench, dead animals, waste and any waste materials (also including animal and poisonous/hazardous waste materials, food and other perishable goods (unless they are so securely packed that they do not attract any vermin or any other type of nuisance), guns, explosives or munition, illegal substances (such as drugs, etc.), chemicals, pesticides, acids, radioactive substances, asbestos and/or blue asbestos (crocidolite), manure, fireworks, car and/or vehicle wrecks (however, placing vehicles into storage is permitted, on condition that the Depositor provides a protective tray and/or matting to collect any leaking oil or petrol. Moreover, any petrol present in the tank must be kept to an absolute minimum in order to avoid any risk of fire. The vehicles shall also be insured separately by the Depositor and carry sufficient insurance cover.

6.9. Any household effects that are affected by and subject to one of the substances on the aforementioned non-exhaustive list, can upon delivery at the storage location or upon subsequent discovery, be refused or be cleaned or destroyed at the expense of the Depositor. Unpackaged household effects or small objects shall be considered as waste.

6.10. The Depositor shall comply with all of the provisions of this agreement, legislation and local regulations as well as any instructions issued by the local and national authorities and insurers.

6.11. The Storage Provider shall always and at all times have the right to unilaterally refuse the goods access to his storage premises, without any need to explain the reason for the refusal. Reasons for refusal could be that the Storage Provider is of the opinion that the goods do not comply with the standard requirements (both with regard to content and packaging), and this within the broadest meaning of the word, and also if the Storage Provider considers that the objective value of the goods do not warrant the cost of the storage. Any goods placed into storage shall also be packed appropriately and in an orderly fashion by the Depositor and at his expense. Unpackaged goods shall not be accepted into storage.

6.12. If the Depositor fails to comply with the provisions of Art. 6, the Depositor shall be liable with respect to the Storage Provider for any loss or damage suffered by the Storage Provider as a result and the Depositor may be subject to criminal legal proceedings. The Depositor shall note that the Storage Provider is not obliged to check any of the goods placed into storage or to verify whether these comply with the provisions of the agreement.

If Depositor is suspected of breaching this agreement, and particularly also in breach with Art. 6, the Storage Provider shall have the right but shall not be obliged to inform the

relevant authorities concerning this matter and allow them access to the storage area. Any charges incurred by this shall always be at the expense of the Depositor.

Article 7 – Goods Collection and Transport

7.1. If the Depositor orders the Storage Provider to collect the goods placed in storage and to transport them to any location, this work shall be performed in accordance with the B.K.V. General Terms and Conditions for Removals and based on the separately agreed removal tariffs. The Depositor shall be informed of these terms and conditions by signing the purchase order which lists these terms and conditions on the reverse.

7.2. If, following the storage, the Depositor orders the Storage Provider to transport his goods to a particular location, the Storage Provider's liability shall then cease at the latest upon exit from the storage area and from that moment no further dispute arising from the storage agreement shall be admissible. From that moment onwards, the obligations of the Storage Provider shall then fall under the B.K.V. General Terms and Conditions for Removals and the separate removal tariffs agreed. Any transport costs incurred by moving the goods from the storage area and to the place of delivery shall be borne by the Depositor.

7.3. If the Depositor transports the goods himself upon entry and exit from the storage area, any costs on the pricelist of the Storage Provider (such as, costs incurred by the call-off, consultation, delivery and collection, etc.), of which the Depositor declares to be informed, shall be chargeable to the Depositor. These services shall be paid prior to exiting the storage area.

7.4. The Depositor acknowledges and accepts full responsibility for any action performed by the persons having access to the rented area or who make use of any access code or key of the Depositor and any reference to the "Depositor" in these terms and conditions shall also refer to these persons.

Article 8 – Handling – Access to the Goods.

8.1 Any handling performed in the storage area shall only be performed by the Storage Provider. No third party shall be allowed access to the storage area. The handling performed during the storage period shall be subject to the B.K.V. General Terms and Conditions for Removals and at the tariff charged by the Storage Provider.

8.2 If the Depositor wishes to have access to the area where the goods are stored, he shall contact the Storage Provider beforehand and shall be allowed access to the area in question in the presence of a member of staff employed by the Storage Provider in order to possibly collect (some of) the goods or to store additional goods, whilst ensuring full compliance with the regulations stipulated in Art. 6. The Depositor shall also always report to reception beforehand, and submit proof of identity and/or a valid authorisation.

Article 9 – Tariff

9.1 The tariff or the price charged for the storage shall be based on the volume of the goods placed in storage and is laid down contractually. Any changes to the general tariffs charged by the Storage Provider shall be notified to the Depositor by normal letter and/or e-mail.

9.2 The storage charge shall not include:

- a) The cost of the packaging supplied by the Storage Provider.
- b) The cost of drawing up an inventory, the call-off, consultation, delivery and collection and the positioning of the goods, which shall be invoiced based on the tariff charged by the Storage Provider.
- c) The comprehensive insurance premiums.
- d) Any costs due to special cleaning work and the examination of goods left in storage for more than 6 (six) months.
- e) Any late payment interest and the fixed compensation for any monies in arrears.

9.3. The Storage Provider reserves the right to charge a deposit equivalent to the storage charge for the presumed storage period and this upon arrival of the goods.

Article 10 – Insurance

10.1. The Depositor can subscribe to an insurance policy, either with the Storage Provider's insurance company, or his own insurance company, in order to insure his goods throughout the storage period against those risks for which the Storage Provider is not liable.

10.2. This insurance policy shall cover the full term of the agreement, and the Depositor shall subscribe to a comprehensive insurance policy in order to insure the goods against all risks and at their full value. In the case of non-compliance, any loss or damage shall be borne by the Depositor. If the Depositor takes out such an insurance policy with his own insurance company, then the latter shall be a reputable insurance company. This insurance policy shall include a clause in favour of the Storage Provider, stating that the insurance company waives any right of legal recourse against the Storage Provider, the insurers of the Storage Provider and/or contractual partners. The Depositor shall always indemnify and protect the Storage Provider, the insurers of the Storage Provider and the contractual partners against any legal recourse from his insurance company.

Article 11. – Right of Retention and Preferential Right

11.1. The Depositor shall pay the Storage Provider the price and the charges agreed and incurred in preserving the goods placed into storage. As long as the storage charges and invoices, as well as any other outstanding claims on the Depositor from the Storage Provider, the companies associated with the Storage Provider and national and international partners, are not paid in full, the Storage Provider shall have the right to retain the goods. Any charges incurred by the additional storage arising from exercising this right of retention shall also be borne by the Depositor.

11.2. The Depositor acknowledges that the Storage Provider, in his capacity of lessor, holds a preferential right on all of the goods stored by the Storage Provider, pursuant to Art. 20.1 of the Mortgage Act.

Article 12 – Right of Destruction or Sale of the Goods in Case of Breach of Contract

If the rent or charges due as a result of this agreement are not paid within 30 days following the scheduled and agreed due date, or if the Depositor fails to remove his goods from

the storage area within 14 days from the end of agreement and following an invitation from the Storage Provider notified by registered letter, the Storage Provider shall be entitled to break the lock to the rented storage area, and at his discretion remove the goods, or transfer them to another location or have the stored goods destroyed or sold unilaterally in order to cover any outstanding rent monies and charges. The Depositor shall subsequently not have any further claim to these goods or to the proceeds of a sale, or be able to dispute the proceeds received from the sale of the goods. In such cases, the Storage Provider can also never be held liable for any loss or damage resulting from the removal. The Storage Provider can, however, always invoice the Depositor for any charges resulting from the removal or transfer to an alternative location.

Article 13 – Liabilities

13.1. The risk associated with the storage of goods in the storage area shall always be borne exclusively by the Depositor. The Storage Provider shall not be liable for any loss or damage to the goods, nor shall the Storage Provider be liable for any other material damage or economic loss suffered by the Depositor. The Storage Provider does not provide the Depositor with any guarantees or sureties concerning the storage, the supervision or the security relating to the Storage Provider's infrastructure or the storage area. The Storage Provider shall not be obliged to check the condition of the goods upon their arrival or during their storage or verify whether the goods are suitable for storage or if these comply with legislation and/or the limitations of this agreement. The Storage Provider does not accept any liability for any loss or damage if the storage of the goods is unsuitable, unsafe, or illegal.

13.2 Upon request, the Storage Provider shall always allow national, local, governing criminal law authorities and agencies to perform checks in the storage area. The Storage Provider shall not be obliged to inform the Depositor of this fact, and he shall not proceed with checking the rights of these authorities or agencies either. The Storage Provider shall not be liable for any consequences of such inspections or checks. There is consequently (without any restriction) no liability for any loss or damage to the goods stored and or the locks and systems fitted. The Depositor shall at all times be liable for any loss or damage which the Storage Provider could suffer as a result of inspections or checks.

13.3. The Depositor shall indemnify the Storage Provider on an on-going basis against any charges, claims, liabilities, loss or damage and/or any expenditure suffered or incurred by the Storage Provider as a result of the use of the storage area by the Depositor, including, without any restriction, any as yet unnamed claims from a third party or body as a result of the misuse of the storage area by the Depositor.

13.4. The Storage Provider declines any liability for any indirect or consequential loss or damage suffered by the Depositor, including the loss of a sale, loss of earnings, missed opportunities, loss of reputation or any loss or damage as a result of the activities of the Storage Provider or the other customers or as a result of obstructions in the use of the storage area caused by the Storage Provider or third parties.

13.5. Only an inventory signed by both parties and drawn up upon arrival of the goods placed into storage in the storage area and thus approved by the Depositor, shall be permissible evidence in the event of any loss or damage. In any event, the burden of proof concerning the liability of the Storage Provider rests with the Depositor.

13.6. The Depositor declares to have been informed and agrees:

- a) That he has subscribed to an insurance policy to cover the value of the goods.
- b) That the Storage Provider is not obliged to take any initiatives to check the use of the storage area by the Depositor.
- c) That the Storage Provider does not have the means or the know-how to correctly assess the risk of the Depositor.
- d) With the possible major difference between the rent paid by the Depositor and the loss or damage which the Depositor may possibly suffer.
- e) That the exclusions and limitations of liability in these general terms and conditions are reasonable.

13.7. During the storage period, the Storage Provider shall take due care of the goods in accordance with good practice. Except in the case of an external cause and the cases described below in the Articles 13.8, 13.9, 13.10, 13.11, the Storage Provider shall be liable for any loss or damage caused to the goods accepted into storage.

13.8. In any case, any packaging performed by the Depositor fully discharges the Storage Provider from his liability for the content and the condition of the packages, packets, etc. The Storage Provider shall only be obliged to return these packages, packets, etc. with their packaging in the same external condition as that in which they were received by the Storage Provider and described in the inventory.

13.9. The Storage Provider especially declines any liability for any direct or indirect consequences of war, revolution, civil or political unrest, riots, strikes, epidemics, quarantine, lightning, fire, flooding, snow, freezing conditions, storms, airplane crashes, etc. if these circumstances are due to force majeure and would make the correct performance of the storage operation unreasonably onerous.

13.10. The Storage Provider declines any liability for any loss or damage caused by vermin, except in the case of a proven offence. The Storage Provider also declines any liability in the event of any loss or damage resulting from the type of the goods itself or from a hidden defect of the goods, due to oxidation of metals, leakages, in the event of any loss or damage to leaded glass or in the event of damage to frames, damage to the operation of musical and scientific instruments, radio and TV appliances, electrical appliances, electrical household appliances, watches, clocks, etc. The same applies for cracked, torn or broken paintings, carpets or other similar products.

13.11. Products of organic origin shall be accepted into storage without any liability on the part of the Storage Provider. The latter reserves the right to destroy these, without any prior notification to the Storage Provider, if he is of the opinion that their presence is likely to cause damage to the environment or presents a risk to the safety and/or the health of the staff of the Storage Provider.

13.12. If the Storage Provider's liability is invoked due to loss or damage to stored items, his contribution cannot in any event exceed the amount of 125 EUROS per cubic metre of the lost or damaged items, less an excess charged to the Depositor for an amount of 250 EUROS per storage order.

Article 14 – Return of the Goods

The Storage Provider shall provide the Depositor with all the necessary facilities to enable him to inspect the contents and the condition of the goods given into storage prior to returning them. The Storage Provider shall return the goods to the Depositor or the latter's legal successors in the same external condition as that in which they were received by him. The inventory, if available, shall be returned to the Storage Provider at the time of the final removal or delivery to the Depositor. Acceptance by the Depositor fully and irrevocably discharges the Storage Provider, confirming the correct performance of all his obligations.

Article 15 – Complaints Procedure

Any objection shall immediately, and this upon penalty of loss of legal recourse against the Storage Provider, be recorded on the delivery note. If any damage has occurred during the period of storage which is not immediately visible, the Depositor shall within two days from receipt of the goods, lodge a clearly worded complaint by registered letter. Failure to lodge such a complaint shall render void any claim against the Storage Provider and the goods shall be deemed to be in the condition as described in the inventory. Any legal claims against the Storage Provider shall expire after a period of six months with effect from the day upon which the goods are returned to the Depositor.

Article 16: The Storage Area – Access and Company Rules and Regulations

16.1. A Depositor can only effectively use the storage area allocated to him during the published opening hours and only with the assistance and subject to the supervision of a manager or member of staff employed by the Storage Provider. The Storage Provider shall not be liable for any temporary technical failures, snow or inconvenience, etc. which prevent the Depositor from accessing/leaving the rented storage area.

16.2. The Depositor shall be allowed to fit a lock to the storage area. However, in cases of absolute necessity or force majeure, the Storage Provider shall always have the right to open this lock.

16.3. The Storage Provider shall not be held liable and declines any liability for any physical injury, loss or damage caused by or to the goods. The Storage Provider shall not in any way be obliged to receive goods on behalf of the Depositor.

16.4. However, in cases of emergency, the Storage Provider and his members of staff shall also be entitled, and this without the permission of the Depositor or any prior warning to the Depositor, to enter the storage area (if necessary, by breaking it open). 'In cases of emergency' shall mean any sudden event that makes urgent access necessary.

16.5. Moreover, the Storage Provider shall also at all times have the right, and this upon the request of the national, local and governing authorities and agencies, to gain access himself, and to provide access to the storage area, to the aforementioned authorities and agencies.

16.6. The Storage Provider shall also have the right to remove any locks and bolts, and to gain access to the storage area without prior permission from the Depositor and to deny access to the unit if the Depositor fails to comply or comply correctly with one of his obligations arising from the agreement or if the Storage Provider suspects that the obligations are not fulfilled correctly. More particularly, the Storage Provider has the right to deny the Depositor access to the storage area and to gain access to the storage area if relevant rent monies and charges remain unpaid.

16.7 After accessing the storage area in accordance with this article, the Storage Provider has the right (but not the obligation) to compile an inventory of the goods stored.

Article 17: Prohibited Sub-letting and Transfer

The Depositor is prohibited from sub-letting the storage area, either in whole or in part, or allow it to be used by any third party. The benefit of the agreement is strictly personal and the Depositor agrees that it is prohibited to transfer the agreement to any third party, except with the prior written permission of the Storage Provider.

Article 18: Maintenance and Repairs

If the Storage Provider requires access to the storage area or if the goods in the storage area need to be moved, the Storage Provider shall inform the Depositor of this fact, time and circumstances permitting. If necessary, the Storage Provider shall request the Depositor to move the goods to another storage area within a reasonable period of time. If the Depositor fails to do so, the Storage Provider shall have the right to access the storage area in order to move the goods to another storage area, whilst taking due care but at the Depositor's risk.

Article 19 -Dissolution of the Agreement

19.1. If the Depositor:

- a) does not meet a particular statutory obligation or national or local regulations, or
- b) fails to meet his obligations subject to the provisions of this agreement (including failure to pay rent monies and charges due) or
- c) becomes bankrupt or subject to another insolvency related measure, then the Storage Provider acquires the right to immediately terminate the agreement at any time without any prior notification and without prejudice to his existing rights or right of recourse. Furthermore, the Storage Provider shall retain the right to recover any losses, rent monies and charges due from the Depositor, including the provisions of Art. 12 of these general terms and conditions.

19.2. If this agreement is terminated by the Storage Provider, the Depositor shall be notified of this termination and the Depositor shall remove his goods within 14 days following this notification. If the Depositor fails to comply with this, the Storage Provider shall be entitled to invoke the rights conferred by Art. 12, including the right to sell the goods or to dispose of them, as provided for in these general terms and conditions.

Article 20 – Personal Details and Data Protection

20.1. The details provided by the Depositor shall be recorded in the files of the Depositor and shall remain the property of the Depositor.

20.2. The details of the Depositor shall be stored and processed in accordance with current legislation.

20.3. The Depositor shall have the right to view his personal details recorded in the Storage Provider's customer data files and, if necessary, can ask to have the data amended.

20.4. The details of the Depositor shall be used for the follow-up of customer administration, communication, market research and for (paper and/or electronic) personalised information and/or advertising campaigns concerning the products and services provided by the Storage Provider.

Article 21 - Disputes and Court Jurisdiction

Any disputes concerning the interpretation or the performance of these terms and conditions, shall fall within the jurisdiction of the Antwerp courts and of the Justice of the Peace of the 7th canton of Antwerp. It is hereby expressly stated that Belgian law shall govern the goods storage service to which these terms and conditions relate.

Article 22 - Final Provisions

22.1. If any provision of this agreement is null and void or could be declared null and void, this shall not impair the validity of the remaining provisions of the agreement. The null and void provision or the provision declared null and void shall then as agreed be legally replaced with a provision whose interpretation closest resembles that which the parties would have agreed upon if they had been aware of the nullity or annulability.

22.2. The Storage Provider understands and accepts these general terms and conditions and also confirms that these terms and conditions are available in paper form, or on-line via the website of the Storage Provider. The Storage Provider shall be entitled to amend these general terms and conditions, of which fact the Depositor shall have to be informed, either by e-mail or by post and/or a mention on the website. The amended terms and conditions shall enter into effect 30 days from the date of notification or from the date on which the amendment is notified on the website. The Depositor shall be deemed to have accepted the amendment, unless he objects to the amendment in writing (registered letter or by e-mail) within 30 days as previously mentioned. In the event of an amendment, the Depositor shall be entitled to terminate the agreement with effect from the start date of the amended general terms and conditions, subject however to a period of notice of 15 days.

22.3. The Depositor undertakes to register the agreement and accepts to pay any fines resulting from the failure to register or for a belated registration.

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TERMS AND CONDITIONS FOR ARCHIVING

ARTICLE 1. SCOPE

These Terms and Conditions form an integral part of every archiving agreement, and shall prevail over any other general and special conditions, even if these stipulate otherwise on behalf of the depositing Customer.

ARTICLE 2. DEFINITIONS

As used in these Terms and Conditions:

'Customer' means the party that engages the Custodian to store its archive(s) for a specified period;

'Custodian' means N.V. Dockx Movers & N.V. Dockx Logistics, as specified in the special conditions.

ARTICLE 3. OBJECT

In accordance with the contents and procedures shown in the general and special conditions, the Custodian shall store the archives of the Customer for the contractually-agreed period and, after the agreement ends and after all payments owing to the Custodian have been received, shall return the archives to the Customer.

ARTICLE 4. CONTRACTUAL TERM

Unless otherwise stipulated in the special conditions, archiving shall be for an open-ended period. However, the Customer may terminate the agreement, subject to giving three months' notice to the Custodian by registered letter, starting on the first calendar day of the next month.

The Custodian may terminate the agreement subject to giving three months' notice to the Customer by registered letter, starting on the first calendar day of the next month.

Non-payment by the Customer shall entitle the Custodian to terminate the agreement at the expense of the Customer, who shall then owe compensation for prejudice.

ARTICLE 5. RIGHT OF LIEN

Non-payment by the Customer shall further give the Custodian the complete right to retain the archives that are the object of the agreement until full payment of all amounts owing.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Customer shall have the right to authorise designated agents to access the stored archives. The list of such authorised agents shall state their full name and address, and shall include a specimen signature of the agent. The Customer shall provide the following warranties in this respect: the Customer warrants that he/she owns or lawfully possesses the stored items. The Customer warrants that the

items are not contrary to public order. The Customer further warrants that no inflammable or toxic items shall be offered for storage.

The Customer shall compensate N.V. Dockx Movers & N.V. Dockx Logistics for any violation of the provisions made in this article.

The Customer shall make any change of address known to the Custodian in writing within seven days.

ARTICLE 7. RIGHTS AND OBLIGATIONS OF THE CUSTODIAN

The Custodian's liability shall be as regulated by the Civil Code in relation to remunerated custody. However, the Custodian shall not be liable for:

- acts by third parties;
- causes unrelated to the activities of the Custodian;
- deficiencies in the items provided for storage;
- *force majeure*.

The Custodian shall observe due discretion in relation to third parties concerning the items provided for storage.

ARTICLE 8. PAYMENTS

Invoices for storage shall be payable in cash. Failure to make payment on time shall automatically cause the Customer to owe fixed compensation for prejudice equal to 15% of the total invoiced amount, without service of prior notice of breach.

Overdue payments shall further incur late-payment interest of 1.5% per month until the day of complete payment, without prejudice to the Custodian's right to cancel the agreement.

ARTICLE 9. JURISDICTION

Any dispute concerning any of the provisions of the agreement shall be exclusively subject to the jurisdiction of the courts and courts of appeal in the judicial district of Antwerp and to the laws of Belgium.

ARTICLE 10. RATE AND RATE ADJUSTMENT

The rate payable shall be as stated in the offer.

The rental rate shall be linked to the Consumer Price Index as published from month to month in the Belgian Official Journal. The baseline index shall be the one of the month preceding the offer submitted by Dockx Movers N.V. Rates shall be adjusted automatically on 1 July of each year. The formula that shall be applied is (basic rental rate/baseline index) x new index. Rates shall not be adjusted during the first year.