

1. Scope and Definition

These general terms and conditions of storage are applicable to all Storage agreements between Parzel Express and Logistics LLC, hereinafter called 'Parzel' on the one hand, and parties using storage space/units (or any other Parzel storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand.

The Parzel store, the used storage space, product or service is called 'the Storage Area' and the Storage agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the Parzel storage facility (including the storage area) are referred to as 'the Goods'.

2. Purpose and Use

- 2.1. Parzel grants Customer a right to occupy and use the Storage Area in accordance with the terms of the Agreement for the sole purpose of storing permitted Goods. Customer may not use the Storage Area for another purpose. The Customer is granted a license to use the Storage Area (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of Parzel and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Area. Parzel shall not for any purpose whatsoever act as a guardian or custodian of the Storage Area or of the Goods. By entering into the Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will hold Parzel harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.
- 2.2. Customer confirms, having visited, inspected and accepted the Storage Area in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, Parzel explicitly provides no warranties and accepts no liability whatsoever.
- 2.3. Customer accepts that all indications of Storage Area sizes are estimates and an average of a larger number of Storage Areas. Any deviation between the actual size of a Storage Area and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.
- 2.4. Customer will comply with the provisions of this Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.
- 2.5. Customer is bound to use the Storage Area in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.
- 2.6. **The following are not permitted by the Customer:**
 - The Storage Area may not be used as a workplace,
 - No commercial activity may be exercised from the Storage Area,
 - The Storage Area may not be used as a registered office or seat of a company,
 - The Storage Area may not be used for any illegal, criminal, tax evasion or immoral activities,
 - Electrical appliances or other utilities / services may not be connected in the Storage Area without the prior written permission of Parzel; any authorized electrical appliances must always be switched off during absence,
 - Without prior written permission from Parzel no fixed items may be installed in or on the Storage Area.
- 2.7. **Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):**
 - jewels, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
 - Cash money, securities, stocks or shares,
 - Any item which emits any fumes, smell or odour,
 - Birds, fish, animals or any other living creatures,
 - Refuse and other waste materials (including animal and toxic/hazardous waste materials),
 - Food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
 - Firearms, explosives, weapons or ammunition,
 - any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
 - chemicals, radioactive materials, biological agents, asbestos and/or processed asbestos,
 - (artificial) fertiliser,

- gas bottles or any other compressed gases and/or batteries,
- fireworks,
- combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
- any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
- explosive substances and preparations such as spray cans including air-fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
- oxidizing substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpeter and perchloric acids;
- (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
- (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
- harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
- caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- irritants and preparations;
- sensitizing substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to reproduction;
- substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- pesticides and herbicides

- 2.8. If the Customer acts in violation of articles 2.6 and/or 2.7, Customer shall indemnify Parzel for any damage Parzel may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that Parzel will not inspect or verify the Goods and their compliance with the terms of this Agreement.
- 2.9. In the event that Customer is suspected of being in violation of this Agreement, in particular the clause 2 hereof, Parzel has the right but not the obligation to notify the competent authorities and allow these to access the Storage Area for verification purposes all at the Customers' expense. Parzel may, but is not obliged, to notify the Customer hereof.

3. Term of the Storage Agreement

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 1 month. After this initial minimum 1 month period, the contract will continue for an indefinite period and can be cancelled any time in writing by either party at will, by giving a minimum written notice of 15 days.

4. Storage Charges and Late Payment

- 4.1. All storage charges and fees will be invoiced per calendar month. Upon signing the Agreement, the Customer must pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st month of storage.
- 4.2. The storage charge will remain unchanged for the first six (6) months of the Agreement. After that period, Parzel reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Parzel. At the moment the Agreement is signed, Parzel can request Customer to also pay a deposit at least equivalent to one month's rental charge as a guarantee for correct compliance with the Agreement. Parzel may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If Parzel considers it necessary to draw upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided. No interest is paid on any deposit paid.
- 4.3. Customer undertakes to pay the monthly charges and fees in advance, before the first day of each month.
- 4.4. Customer acknowledges and agrees that in the event of contract modification or contract cancellation prior to move-in, Customer will owe to Parzel an amount equal to 15 days of the due storage charges and fees. The remainder of the storage charges and fees paid upon the signature of this agreement shall be refunded by Parzel as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.
- 4.5. Parzel may, at its own discretion, proceed with the paper or electronic invoicing of the monthly storage charges and fees. In addition Customer accepts e-mail as a proper and sufficient method of communication between the Customer and Parzel, for all purposes.

- 4.6. If the payment of the monthly storage charge and fees is not received in full on the due date, Parzel may deny Customer access to the Storage Area until such time that the total outstanding balance is settled. Parzel may also charge an administrative fee of AED 50 after the 1st reminder notice and an administrative fee of AED 200 after each subsequent reminder notice.
- 4.7. If any storage charge or fee due under this Agreement is not paid within 30 days of the due date Parzel will be entitled to terminate the Customer's right to use a Storage Area and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly storage charge and to treat the Goods as abandoned.
- 4.8. If any storage charge or fee due under this Agreement is not paid within 60 days of the due date Parzel will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by Parzel and applied to discharge any expenses incurred by Parzel in exercising Parzel's rights under this clause and any further sums owing to Parzel under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by Parzel. Nothing in this clause shall prejudice Parzel's entitlement to payment of storage charges or any other sums due to Parzel hereunder whether or not Parzel has chosen to exercise any or all of its rights as set out above.
- 4.9. Customer agrees that all the Goods in the Storage Area shall be security for Parzel's entitlement to payment of the storage charges, fees and any other sums due to Parzel, to the effect that access to the Goods in the Storage Area may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Area.

5. Customer Access to the Storage Facility

Unless agreed otherwise, the Storage Area is accessible to the Customer during the hours and days as advertised at the Parzel Office. Access outside these agreed hours is not allowed. Any move-in into new Storage Areas can only happen during office hours with the help and under the supervision of the store personnel.

Parzel is not responsible for any temporary technical failure, rain, hindrance, etc. preventing the Customer from entering and leaving of the Storage Area.

6. Storage Area and Availability of the Storage Area

- 6.1. At the later of
- The start of the Agreement and
 - The actual move-in date, the Storage Area is provided by Parzel and accepted by the Customer, in a good state without defects and clean.
- 6.2. Parzel always has the right, at no extra charge to the Customer, to provide the Customer a different Storage Area of a similar or bigger size.
- 6.3. If no Storage Area of the agreed size is available on the agreed move-in date, Parzel has the option
- To provide the Customer with another Storage Area, which meets the Customers' requirements or
 - Suspend the Agreement until a Storage Area of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the storage agreement are suspended until the Storage Area is made available to him and the Customer owes no charges up to the date on which a Storage Area can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid. Parzel is not liable for damage occurring to the Customer as a result of any delay in availability.
- 6.4. The Customer shall not be entitled to exclusive possession of any Storage Area. Parzel shall be entitled at any time to specify an alternative Storage Area.

7. Prohibition of Subletting and Assignment

- 7.1. The Customer may not sublet or share the Storage Area in full or in part.
- 7.2. The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party without the prior written approval of Parzel. The right to occupy the Storage Area can only be exercised by the Customer.

8. Liability and Exclusion of Liability

- 8.1. The storage of the Goods in the Storage Area is and remains always at the sole risk of the Customer. Parzel shall not be liable for any damage to the Goods whatsoever nor shall Parzel be liable for any property damage or for any economic loss of the Customer. Parzel provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Parzel or with regard to the security of the storage facility. Parzel shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Area or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement

and Parzel accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Area is inappropriate, unsafe or illegal.

- 8.2. Parzel will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Area when requested to do so and will not inform the Customer nor verify the rights of inspection. Parzel shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to Parzel for any damage Parzel could suffer as a result of these controls and inspections.
- 8.3. Customer shall indemnify Parzel on a continuing basis against costs, claims, liabilities, damages or expenses which Parzel suffers or incurs in connection with the use by the Customer of the Storage Area including without limit any claims made by any third party or authority in connection with the misuse of a Storage Area by the Customer.
- 8.4. Parzel is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Area caused by third parties.
- 8.5. Parzel's liability will always be limited to the charges and fees payable by Customer under this Agreement.
- 8.6. The Customer agrees that given
- The availability of insurance to protect the value of the Goods,
 - The fact that Parzel has taken no steps to verify the Customer's usage of the Storage Area,
 - The fact that Parzel has no means of evaluating the Customer's risk, and
 - The potentially large difference between the charges and fees paid by Customer to Parzel and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

9. Duty to Insure

During the entire term of the Agreement the Customers shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of Parzel) the loss shall be for the risk and account of the Customer.

In case such insurance is not subscribed through Parzel, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of Parzel under which all rights of recourse towards Parzel, Parzel's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through Parzel. Customer will always hold Parzel, Parzel's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against Parzel.

10. Parzel and Third Party Access

- 10.1. In the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Area, Parzel shall be entitled to grant itself and these authorities, at any moment, access to the Storage Area.
- 10.2. Parzel and its employees also have the right to deny Customer access to the Storage Area in the event that the Customer fails to comply with the terms of this Agreement or if Parzel suspects that the Customer is not complying herewith. In particular, Parzel has the right to deny Customer access to the Storage Area and enter the Storage Area in the event of late or non-payment of charges and fees due.
- 10.3. After entering the Storage Area in accordance with this article 10, Parzel has the right (but not an obligation) to make an inventory of the Goods.

11. Non Compliance with the Agreement and Termination

- 11.1. In the event that the Customer:
- Does not comply with any obligation imposed under law, local or national regulations or customs; or
 - fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due), then Parzel has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.
- 11.2. In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then Parzel may exercise any of the rights set out in article 4.8 including the right to sell or dispose of the Goods.

12. End of the Agreement

- 12.1. Customer must remove all Goods in the Storage Area
- 12.2. All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to Parzel or abandoned by the Customer (res derelicta) as decided by Parzel. Customer remains fully liable for all costs and damage resulting from leaving the Goods. Parzel is hereby granted full authority by Customer to sell Customer's Goods.

13. Notices, Change of Address

- 13.1. From the start date of the Agreement, Parzel may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Agreement) or by email or other electronic means (at the email or other electronic address provided by the Customer).
- 13.2. The Customer must inform Parzel in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

14. Privacy

- 14.1. The Customer's data provided to Parzel will be included in Parzel's data files and are Parzel's property.
- 14.2. Customer's data will be maintained and processed in conformity with prevailing standards.
- 14.3. Customer has the right to inspect Customers' data in Parzel's data files, and may request the correction of the information.
- 14.4. The Customers data will be used for customer administration, communication, market studies and for (paper and/or electronic) personalized information and/or promotional campaigns concerning Parzel's products and/or services.
- 14.5. To optimize the service to Parzel's customers, telephone conversations between Parzel and its customers may be recorded.

15. Applicable Law and Competent Court

- 15.1. The Courts where the Storage Area is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of Parzel to bring suit at another Court which has jurisdiction under the applicable law.
- 15.2. The laws of the country or area where the Storage Unit is located are exclusively applicable to this agreement.

16. General

- 16.1. If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.
- 16.2. Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Parzel's website. Parzel has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the Parzel website). Modified general terms and conditions are applicable 30 days after notice is received from Parzel or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Parzel in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Agreement as of the commencement date of the amended general terms and conditions (taking however into account a minimum notice period of 15 days).
- 16.3. Where two or more customers constitute the Customer, all obligations shall be joint and several.