

TERMS AND CONDITIONS

Self-Storage Space 2018



 **ERKENDE
VERHUIZERS**

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ARTICLE 1 - DEFINITIONS

In these conditions the following shall be understood to mean:

1. **Terms and Conditions:** these Terms and Conditions Self-Storage Space (AVSST), registered by movers' organisation 'Organisatie voor Erkende Verhuizers' (OEV) with the Chamber of Commerce office of The Hague on 21-9-2018, under number 40413355.
2. **Lessor:** the Certified Mover with whom Lessee has concluded an Agreement.
3. **Lessee:** the natural or legal person with whom Lessor has concluded an Agreement.
4. **Rented Object:** the space that is an independent part of the complex as described in article 1 section 1 of the Agreement and/or a storage space such as - though not limited to - bulk surface area, container, or wooden box.
5. **Rental Price:** the fee that Lessee monthly owes to Lessor for the use of the rented object as described in article 1 section 1 of the Agreement.
6. **Agreement:** the "Agreement Self-storage space" that is signed by Lessor on the one hand and on the other by (or on behalf of) Lessee, in which Lessee acquires the right to use a Storage Space.

ARTICLE 2 - APPLICABILITY

1. These Terms and Conditions are applicable to and are a part of all agreements for Self-Storage Space between Lessor and Lessee.

ARTICLE 3 - END-USE AND USE RENTED OBJECT

1. Lessor let storage space to Lessee in conformity with the provisions of the "Agreement Self-storage space" with as its sole purpose the storage of (permitted) goods.
2. Lessee must make sure during the term of the Agreement that the Rented Object remains in proper condition and without defects, such barring normal wear and aging.
3. Lessee is obligated to use the Rented Object, in accordance with end-use intended in article 1.1 of the Agreement, properly and personally. It is not permitted to Lessee to give the Rented Object a different end-use.
4. The Agreement is personal and Lessee agrees that it is prohibited to transfer the Agreement to third parties, barring the prior written consent of Lessor. The right to use the Rented Object can only be exercised by Lessee.
5. Lessee expressly acknowledges and agrees that nothing in the Agreement or in the Terms and Conditions can be interpreted in such a manner that Lessee in the matter of the Rented Object acquires a property right or any other right in rem. In addition, Lessor will never function as a holder, safekeeper, or custodian with regard to the Rented Object and/or the goods stored therein by Lessee.
6. Lessee is obligated to use the Rented Object in such a manner that no actions occur in violation of the Agreement, the Terms and Conditions, a law, a local regulation or requirement of the authorities, utilities' companies, and insurers.
7. When using the building or complex that the Rented Object is a part of, Lessee may not cause any nuisance or disturbance.
8. Lessee is obligated to timely take appropriate measures to prevent damage to or in the Rented Object or the complex that the Rented Object is a part of. Lessee must immediately inform Lessor of any such damage as may have occurred.
9. Lessee must always lock the Rented Object in a sound manner. For the purpose, use is made of a means indicated in article 11 of the agreement (lock, code, key, or other means).
10. Lessee understands and accepts the safety and security level of the Rented Object and the complex where the Rented Object is located. Lessor is not liable for the safety and security expectations of Lessee.
11. All listed dimensions of the Rented Object are estimates. Any deviation between the actual size of a Storage Space and the size indicated in the Agreement does not confer any right to any party and can never lead to the adjustment of prices.

12. Lessee is not entitled to the use of a specific Storage Space. Lessor has the right at all times to propose an alternative Storage Space, as well as the right to oblige Lessee to move the goods to the proposed alternative Storage Space, on condition a prior notification was made with due observance of a term of at least 14 days.

ARTICLE 4 - PERSONAL DATA

1. If Lessee is a natural person, Lessee upon entering into the Agreement, by signing it, grants permission to Lessor to incorporate/process the personal data of Lessee in a file.
2. Lessee is responsible himself for compliance with provisions from the General Data Protection Regulation (GDPR). Lessee must when storing privacy-sensitive matters such as - though not limited to - medical files and/or lawyer's files take this into account. The safety and security level of the Rented Object may be insufficient for this type of matters. Article 3 section 10 of these Conditions in such cases applies fully. Lessor is not aware of the contents of the Rented Object.

ARTICLE 5 - DELIVERY AND RENDERING OF THE RENTED OBJECT

1. By signing the Agreement, Lessee confirms that Lessee has visited and inspected the Rented Object, that the Rented Object is suitable for the legal and established purpose that Lessee expects to make of it, and that Lessee accepts the Rented Object in proper condition.
2. At the end of the Agreement, Lessee is obligated to return the Rented Object to Lessor clean, completely vacated, unlocked, and in the same state it was in on the starting date of the Agreement (all matters with due regard for normal wear). If Lessee is negligent concerning, Lessee will refund the costs incurred by Lessor to restore any damage.
3. All goods that Lessee leaves behind in the Rented Object after termination of the Agreement is deemed to either have been transferred 'for naught' by Lessee to Lessor or to have been ceded (res derelicta), such at the option of Lessor. The goods that have been left behind will be removed by Lessor at the expense of Lessee. Lessee remains fully liable for all costs and damage flowing from the leaving behind of such goods. Lessor is hereby irrevocably authorised by Lessee to possibly sell his goods.

ARTICLE 6 - INVOICE AND PAYMENT RENTAL PRICE

1. Lessor invoices monthly, unless established otherwise.
2. Lessor may at own discretion for the forwarding of the invoices draw up either paper or electronic invoices and use the e-mail address submitted by Lessee for the purpose.
3. Payment of the Rental Price owed occurs by way of direct debit, unless expressly established otherwise.
4. If no Rental Price has been established, Lessor is entitled to a Rental Price that is to be determined in accordance with reason and fairness.

ARTICLE 7 - MODIFICATION RENTAL PRICE

1. Lessor has the right to unilaterally modify the Rental Price once a year. The Rental Price thus modified is not applicable any sooner than thirty (30) days after Lessor has sent Lessee a written notification of the rent adjustment.
2. Lessee accepts an adjustment of the Rented Object as intended in the first section beforehand if the increase of the Rental Price is below 10%. If the increase of the Rental Price is above 10%, then Lessee has the right to rescind the Agreement in writing - within 14 days after Lessor has sent Lessee a written notification of rent adjustment - as per the day on which the modified rental price becomes effective, and with due regard for the provisions in article 17 of these Conditions that are applicable for such.
3. A discount granted to Lessee leaves the right of Lessor to modify the Rental Price unaffected.

ARTICLE 8 - DEFAULT

1. Lessee will fall into default immediately, without default notice, through the simple expiry of a certain term within which the monthly rent must be settled, or through actual conduct of Lessee that violates the Agreement, the Terms and Conditions and/or the law.
2. After expiry of the payment term, Lessor sends a payment reminder and gives Lessee the opportunity to pay still within 14 days after receipt of this payment reminder. If after expiry of the term established in the payment reminder, the payment has still not been settled, Lessor has the right to bill the statutory interest from the moment of expiry of the payment term, as well as the extrajudicial collection costs reasonably incurred by him. The amount of these extrajudicial collection costs is subject to legal limitations. In case of the non-timely payment of the Rental Price by Lessee who is not a consumer, the extrajudicial collection costs owed amount to at least 15% of the unpaid amount. The preceding applies without prejudice to the right of Lessor to bill such higher costs as are incurred by him to Lessee.
3. If Lessor finds himself compelled to file a legal procedure against Lessee, then all costs involved, including in any event the costs of legal assistance incurred by Lessor and the court fees, are borne in full by Lessee.
4. If Lessee is in default, Lessor has the rights indicated in article 17 of the Terms and Conditions, also including the right to close the Rented Object by way of an additional lock that only Lessor has the key for. Lessor also has the right to deactivate the access pin-code for the complex that the Rented Object is a part of. After, Lessee will only be able to gain access to the Rented Object by complying with his obligations still.
5. If Lessee is in default with complying with the Agreement or the Terms and Conditions, otherwise than through non-timely payment of the rental price, Lessee forfeits to Lessor an immediately payable fine as arranged in the Agreement. The preceding leaves unaffected the right of Lessor to full compensation of damages, to the extent the damage incurred exceeds the forfeited fine.

ARTICLE 9 - SAFETY DEPOSIT

1. As a security for proper compliance with the obligations of Lessee from the Agreement, Lessee will upon signing the Agreement give a safety deposit to Lessor that is equal to at least one month's rent. Lessee is not entitled to the setoff of any amount against the safety deposit, nor to any compensation of interest.
2. Lessor can claim all unpaid rental sums, fees, and costs that flow from non-compliance with the Agreement or the Terms and Conditions from this safety deposit.
3. As soon as Lessor has taken recourse to the safety deposit, Lessee is obliged to immediately provide a new safety deposit, or to replenish the safety deposit up to the amount intended above.

ARTICLE 10 - MAINTENANCE AND RESTORAL OF DEFECTS

1. Lessor has access to the Rented Object at all times in order to carry out activities and investigations (or to have such carried out) in the context of maintenance, restoral, renovation, and expansion, repartitioning, including the application of additional facilities.
2. Renovation and/or restoral/maintenance activities of or in the Rented Object do not constitute a shortcoming in compliance by Lessor, not even if these activities on the one hand (temporarily) limit or prevent the enjoyment and use of the Rented Object and on the other make sure that Lessor obtains access to the Rented Object. Lessee will tolerate the renovation and/or restoral/maintenance activities and enable Lessor to carry such out, without any right to reduction of the rental price or any other payment obligation, total or partial rescission of the Agreement and/or compensation of damages as a result of the renovation and/or the activities.
3. Lessee takes the necessary precautions to prevent damage to the Rented Object or the property of third parties. In case of damage to the property of third parties or the

property of Lessor, Lessor has the right at all times to carry out restoral activities at the expense of Lessee. Lessee agrees to pay the invoices for such restoral activities within 7 days after the sending of an invoice.

4. In case Lessor needs access to the Rented Object or if the goods stored in the Rented Object by Lessee must be moved from the Rented Object for the purposes indicated above, Lessor will accordingly inform Lessee if time and circumstances permit such. If necessary, Lessor will ask Lessee to move the goods within a reasonable term to a different Storage Space. If Lessee fails to do so, Lessor can enter the Rented Object in order to move the goods stored there, with due care but at the risk of Lessee, to a different Storage Space himself.

ARTICLE 11 - PROHIBITIONS

1. It is not permitted to Lessee:
 - to use the Rented Object for the purpose of illegal, criminal, or immoral activities, also including, though not limited to, activities in the context of tax fraud;
 - to use the Rented Object as a workshop;
 - to conduct commercial activities from the Rented Object;
 - to use the Rented Object as an establishment, domicile, or registered seat of a corporation;
 - to transfer the access code;
 - to grant third parties access to the building and/or the Rented Object without the accompaniment of Lessee;
 - to sub-let the Rented Object completely or partially or to give it in use otherwise to third parties;
 - to change the form, appearance, or the furnishing of the Rented Object without the prior written consent of Lessor;
 - to introduce or store matter in or close to the Rented Object with the result that a higher fee in fire insurance than customary and/or a higher deductible for structure or inventory and goods should be charged to Lessor or other Lessees;
 - without the prior written consent of Lessor to connect electrical devices or other devices or services at the Rented Object. In case of written permission, the electrical devices or other devices or services must in the absence of Lessee be deactivated at all times;
 - It is not permitted to Lessee to leave behind waste or (parts of) goods outside the Rented Object. In case of violation of this provision, Lessee forfeits a fine as arranged in the Agreement.
2. It is **STRICTLY PROHIBITED** to Lessee to store the following goods in the Rented Object (this list is not exhaustive):
 - jewellery, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value;
 - cash, equity instruments, securities, or shares;
 - any object that releases smoke, odours, or stench;
 - animals or any other live organism;
 - waste and all possible waste products (also including animal and poisonous/hazardous waste products);
 - food and other matters that are liable to spoiling unless they are so solidly packed that they do not attract vermin or cannot cause any other form of nuisance;
 - firearms, explosives, or munition;
 - illegal substances and goods such as drugs, illegal objects or goods that were obtained illegally, such as contraband or stolen goods, etc.;
 - chemicals, radioactive substances, biological agents;
 - asbestos and/or blue asbestos;
 - (artificial) fertiliser;
 - gas cylinders and/or batteries;
 - fireworks;

- car and/or motorcycle wrecks: the storage of (old-timer) cars and/or motorcycles that are not wrecks is permitted under the proviso that underneath the care and/or motorcycle a protective bin or mat approved by Lessor is in place in order to prevent that leaking oil damages the environment; in addition, the presence of fuel in the fuel tank intended for the purpose must be kept to a minimum, and in addition an adequate insurance must at all times be maintained for these cars and/or motorcycles by Lessee as cars and motorcycles are not covered by the insurance taken out by Lessor;
 - inflammable and combustible materials or liquids including gasoline and diesel (though with the exception of the permitted minimum for cars and/or motorcycles as established above);
 - all possible other poisonous, inflammable, or hazardous substances or specimens that are included as such under the applicable legislation or local regulations, such as:
 - explosive substances and specimens such as spray cans (including air fresheners, hair lacquer, automotive paint, varnish, and car glass defroster), sprays and (liquid) gasses such as LPG, hydrogen, acetylene, propane, and butane;
 - oxidizing substances and specimens such as hydroxy- and other peroxides, chlorates, strong saltpetre and peri-chloric acids;
 - (extremely) flammable substances and specimens, such as petroleum, benzene, fuel alcohol or methanol, turpentine, white spirit, acetone, paint, window defroster, air freshener, contact- and neoprene glue;
 - (extremely) poisonous substances and specimens such as methanol, stain removers, pesticides;
 - harmful substances and specimens such as cleaning agents, paint thinners, wood protection products, stripping products for paint;
 - abrasive substances and specimens such as clearing agents for drainpipes, descaler, caustic soda, strong acids, scouring products such as oven and toilet cleaners;
 - irritant substances and specimens;
 - sensitising substances and specimens;
 - carcinogenic substances and specimens;
 - mutagenic substances and specimens;
 - substances and specimens that are harmful for reproduction;
 - environmentally hazardous substances and specimens such as CFKs, BCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper, pesticides and herbicides);
3. Poisonous, inflammable, or hazardous substances can generally be recognized by the symbols below:



Explosive/explosion hazard



Oxidizes, facilitates inflammation of a different product



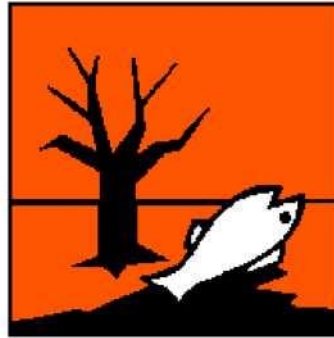
Poisonous, dangerous product that may be lethal



Xn/Xi Harmful/irritant, harmful or irritant (including genetically harmful substances)



Abrasive/corrosive, damages skin or materials



Environmental hazard, danger for the environment



Inflammable, inflammable product



Radioactive

4. If Lessee acts in violation of this article 11, then Lessee is liable towards Lessor for all damage that Lessor may incur as a consequence. Lessee takes note of the fact that Lessor will not control the goods stored by Lessee in the Rented Object and that Lessor will not check whether the goods stored by Lessee in the Rented Object are suitable for storage or whether they are in accordance with the legal provisions and/or restrictions of the Agreement and Terms and Conditions.
5. In case it is suspected that Lessee is acting in violation of the Agreement or the Terms and Conditions, more specifically in violation of this article 11, Lessor has the right to accordingly inform the competent authorities and to grant them access to the Rented Object for purposes of verification (all costs thereof are borne by the Lessee). Lessor may, though he is not obliged to, inform Lessee concerning.

ARTICLE 12 - ENTERING AND LEAVING THE RENTED OBJECT

1. Lessee is obliged to observe and follow all (safety) instructions that are given by Lessor.
2. Access to and the leaving of the Rented Object and the complex of Lessor
 - Lessee receives a personal access code or other means by which access is obtained to the complex of Lessor. Every time Lessee wants to have access to the Rented Object, he must make use of that means. The application of a second/own lock is not permitted.
 - Lessee may not enter or leave the complex of Lessor through, with or via a different lessee without making use of the personal access code or another means especially provided for access to the Rented Object.
 - Lessee must make sure at all times that all doors and gates are closed after entering or leaving the complex of Lessor.
 - An access code or other means especially provided for access to the Rented Object is strictly personal and may under no event be used by third parties.
 - If Lessee has forgotten the personal access code, Lessee must personally request a new access code from the Lessor. For safety reasons, personal access codes are never disclosed via phone, e-mail, or SMS.
 - If Lessee has lost the means that has been provided especially for access to the Rented Object, Lessee owes a fine to Lessor. The amount of the fine can be determined by Lessor.
 - Unless established otherwise, the Rented Object is accessible to Lessee during the hours and days as announced by Lessor. Access outside these permitted hours and days is not allowed.
 - Lessee can only use the Rented Object during the opening hours submitted by Lessor and only with the aid and under the supervision of Lessor.
 - Lessor is not responsible for any possible temporary malfunctions, snow, or inconveniences etc. that prevent Lessee from entering or leaving the Rented Object or that render impossible the use of the elevators.
3. Procedure in case of emergencies/fire
 - Lessee is responsible for getting acquainted with the safety procedures in case of emergencies or fire and for familiarizing himself with the fire and escape routes. Lessee may never block emergency exits and must leave these exits unobstructed at all times. Lessee may only make use of the emergency exits in case of situations that require an emergency evacuation, such as fire or power outage. In case of abuse, Lessor will claim all resulting costs from Lessee.
4. Within the complex of Lessor
 - The maximum speed for motorised vehicles at all times is the lowest of a) a safe speed, or b) 15 km/h. Parking is only permitted in the designated areas. Within the complex, the legal traffic code applies.
 - Within the complex of Lessor, smoking is strictly prohibited.
 - The use of trolley carts, motorised vehicles, lifts, or any other equipment provided by Lessor always is at the own risk of Lessee. Lessee is obligated to make sure that children do not use or operate the equipment provided by Lessor. Within the complex of Lessor, children may not be left alone anywhere. Trolley carts that are the property of Lessor may not be stored by Lessee in the Rented Object on pain of a fine as indicated in the Agreement.
 - Lessee may not store goods if the maximum load capacity of the floor is exceeded as a result. Lessee is responsible for compliance therewith and Lessee must discuss the maximum load capacity with Lessor.
 - Goods in the Rented Object must always be stored in a safe manner, without exerting pressure on the walls. Lessor is not responsible and does not accept any liability for personal injuries and/or damage inflicted by or to the goods stored in the Rented Object by Lessee.
 - Lessor has no obligation to receive goods for Lessee.

ARTICLE 13 - LIABILITY

1. The goods stored in the Rented Object are entirely at the risk of Lessee. Lessor is not aware of the kind and nature of the goods stored in the Rented Object and does not carry out any controls concerning. The liability of Lessor for damage to goods of Lessee in principle is excluded, unless in the event of the wilful intent or deliberate recklessness of Lessor.
2. Barring gross fault or grave negligence, Lessor is not liable for direct or indirect damage caused to the person or goods of Lessee or of third parties by:
 - visible and invisible defects in the Rented Object or the complex that the Rented Object is a part of;
 - weather conditions;
 - stagnation in the accessibility of the Rented Object;
 - stagnation of gas, water, electricity, heat, ventilation, or air conditioning;
 - malfunction of the systems and devices;
 - inflow and outflow of gasses or liquids;
 - fire, explosion, and other incidents;
 - disturbance of the enjoyment of the lease; disturbance or shortcomings in supplies or services.
3. Lessee is fully liable for all damage that the goods stored in the Rented Object cause and/or that flows from actions of himself and of all persons he has admitted to the Rented Object, unless Lessee proves that Lessee is not responsible and that no negligence can be attributed to him concerning. Also included under Lessee in this connection are the persons whom Lessee has admitted to the Rented Object.
4. Lessee safeguards Lessor against all fines and claims of third parties, also including, though not limited to, direct and indirect damage, consequential damage, personal injury, costs, expenses, property disputes etc. that Lessor is confronted with and that flow from or are connected with the actions or omissions of Lessee.
5. Lessor is not liable for the consequences of government inspections or controls. Lessor therefore is not liable (without any limitation) for damage to the goods and/or locks and/or systems applied that has occurred during such inspections and controls. Lessee is liable at all times for all damage that Lessor may incur as a result of the inspections or controls.
6. If more than one (natural or legal) persons have committed themselves as Lessee, they always are severally and jointly liable for the whole vis-a-vis Lessor for all undertakings flowing from the Agreement and the Terms and Conditions.
7. Lessee agrees that given (a) the availability of insurance in order to protect the value of the goods stored in the Rented Object, (b) the fact that Lessor has no access to the Rented Object to control the usage by Lessee of the Rented Object, (c) the fact that Lessor does not have the opportunity to estimate the risk correctly, and (d) the potentially large difference between the rental funds/costs paid by Lessee and the damage that Lessee may possibly incur, the exclusions and limitations of liability in this article 13 are fair and reasonable.

ARTICLE 14 - INSURANCE

1. Lessee is obliged to take out a cargo insurance for all goods that Lessee stored in the Rented Object. Lessor has no knowledge of what is stored in the Rented Object and does not take out any insurance for it.
2. Lessee is fully responsible himself for the correctness and completeness of the insured amount and the nature of the coverage and the specification of the nature of the goods to the relevant insurer.
3. Lessor cannot be held accountable if it turns out in case of damage that the nature of the goods or the size of the insured amount or the nature of the coverage leads to a lower disbursement than the actual scope of the damage.
4. The insurance must contain an article to the advantage of Lessor on grounds of which the insurer waives all rights of claim vis-a-vis Lessor, the insurers of the Lessor and

contractual partners. Lessee safeguards and indemnifies Lessor, the insurers of Lessor and contractual partners against any possible damage claims by the insurers of Lessee.

ARTICLE 15 - LIEN

1. The movable property stored in the Rented Object serves as a major security for everything that Lessee owes and/or will still owe to Lessor. In this connection, by storing movable property in the Rented Object, a lien is established for all claims that Lessor has or will acquire to the charge of Lessee and/or the owner.
2. Lessee declares that he has not established any prior rights to said matters and that he is authorised to establish the lien as intended in the first section of this article for the benefit of Lessor.
3. With regard to the existence of and the amount of the debt to Lessor, the records of Lessor count as proof, barring proof to the contrary from Lessee.
4. The sale of any security occurs for the account of Lessor in the manner established by the law, or, if there is consensus concerning, privately.
5. Lessor does not accept any lien on matters that in his opinion are worthless; the established lien will then be deemed to have lapsed.
6. The establishment of a lien leaves unaffected the right of Lessor to take other collection measures.

ARTICLE 16 - ANNOUNCEMENTS

1. As from the effective date of the Agreement, Lessor may address all announcements or communications to Lessee either by mail (at the address indicated in the Agreement) or by e-mail or other electronic means (at the e-mail address or any other electronic address that was communicated by Lessee).
2. Lessee must inform Lessor in writing regarding any change to the mail address, electronic address, or phone number and such before this change becomes effective.

ARTICLE 17 - LEGAL INSTRUMENTS

1. In case Lessee:
 - a. does not fulfil any obligation imposed by the law, national or local regulations or customs; or
 - b. fails to comply with the obligations under the provisions of this Agreement or the Terms and Conditions (also including non-payment regarding rental sums and costs owed); or
 - c. is the object of a bankruptcy or a different solvency-related measure.Lessor acquires the right to terminate the Agreement at all times without a notice period and without affecting his existing rights and rights of claim. Lessor will have the right additionally to claim all owed losses, rental sums, fees, and costs from Lessee.
2. If Lessee is in default pursuant to article 8 of these Terms and Conditions, Lessor has, besides the other rights as established in the Agreement and the Terms and Conditions, the following rights:
 - to attach a new/additional lock, with which access to the Rented Object is denied until Lessee has complied with all his (payment) obligations vis-a-vis Lessor;
 - to gain access to the Rented Object himself at the expense of Lessee and to take control over the Rented Object and the goods that are located there, unless Lessee still complies with all his obligations within 14 days after access to the Rented Object has been denied to him;
 - to remove the goods located in the Rented Object and to transfer them to (an) alternative storage location(s) without any liability for any loss or damage to the goods as a result of this removal/transfer;
 - to rescind the Agreement, whereby the day 14 days after Lessor has notified the rescission in writing to Lessee will count as the end date of the Agreement;
 - to claim compensation of damages, also including, though not limited to, removal costs and storage costs; and/or

- to exercise his lien as intended in the Terms and Conditions. Lessor therefore acquires the right to (let) destroy or sell the goods and to keep the proceeds thereof.
3. In case of rescission of the Agreement, Lessee will have to remove his/her goods from the Rented Object within 14 days after notification regarding the rescission. If Lessee fails to proceed to do so, Lessor will be able to exercise the rights granted under this article 17, also including the right to sell the goods or to dispose of them.
 4. In the case intended in section 3 of this article, Lessee is deemed to agree to the (private) sale of the goods. The proceeds of a sale fall to Lessor to the extent necessary to pay any possible costs of Lessor in connection with the exercise of the rights under this article and for the discharge of all other sums owed to Lessor on account of the Agreement. The balance of the proceeds will be refunded to Lessee.
 5. If it is impossible to localise Lessee or he fails to collect the balance of the proceeds, then Lessor will further maintain the balance of the proceeds for the account of Lessee.
 6. Nothing in this article will impair Lessor's right to payment regarding rental sums or any other sum owed on account of the Agreement or the Terms and Conditions, and such regardless of whether Lessor has opted or not to exercise the rights as intended in article 8 section 5 of these Terms and Conditions.
 7. Costs incurred in connection with the collection of funds and compliance with the agreement are compensated by Lessee in conformity with the provisions of the relevant law 'Wet vergoeding voor buitengerechtigde incassokosten'. On grounds of this law, Lessor is entitled to a minimum compensation.

ARTICLE 18 - APPLICABLE LAW AND COMPETENT COURT

1. All disputes that may flow from or are connected with the Agreement and/or these Terms and Conditions Self-storage Space fall under the competence of the court of law of the place of establishment of Lessor. This does not affect the right of Lessor to appeal to a different court that is competent in conformity with the applicable legislation.
2. Netherlands law is exclusively applicable to the Agreement and the Terms and Conditions.

ARTICLE 19 - MODIFICATION

1. Lessor is authorised to apply changes to these Terms and Conditions. These modifications only enter into effect 30 days after the day on which the modifications were announced, unless a later effective date is indicated in the announcement. Lessor will timely communicate the modification of the Terms and Conditions, that is, at least 30 days before the modifications become effective, to Lessee in writing. Lessee and Lessor are bound by the modified conditions and rules from the day they become effective. Lessee has the right to rescind the agreement in writing with due regard for the provisions applicable to it in article 17 of these Conditions.

ARTICLE 20 - MISCELLANEOUS

1. The above articles fully apply to third parties to which Lessee has granted access to the Rented Object in any manner whatsoever.
2. By entering into the Agreement, Lessee grants, for the event of the (partial) transfer of the enterprise of Lessor, assistance for his legal relationship with Lessor in the context of that (partial) transfer being (partially) transferred to a third party. The third party is obliged in such case to comply with the legal relationship that has arisen with Lessee in such case.
3. Parties expressly agree that the Agreement cannot be designated as a custody agreement as intended in article 7:600 BW (Civil Code).
4. If a part of the Agreement or the Terms and Conditions is void or annulable, then this leaves unaffected the validity of the remaining part of the Agreement or the Terms and Conditions. Instead of the annulled or void part will be deemed as established what in a legally admissible manner approximates most closely what Parties would have agreed

upon if they had been aware of the voidness or annullability.

5. Lessee understands and accepts the Terms and Conditions and Lessee accepts that the Terms and Conditions are available for free both in the form of a paper copy and on-line via the website of Lessor.