

# **GENERAL TERMS AND CONDITIONS OF THE RENTAL AGREEMENT**

## **§1. GENERAL PROVISIONS**

1. These General Terms and Conditions of the Rental Agreement (hereinafter the "GTC") govern the rental relationship between the Lessor and the Lessee to the extent not regulated in the Rental Agreement.
2. The terms used in these GTC shall have the following meanings:
  - a) the Lessor – PRZECHOWALNIA.COM in Tarnów, operated by: Agnes Bis S.C. A. Cygan A. Babiarczy, ul. Czerwona 49, 33-101 Tarnów, NIP (tax ID) no. 9930530949;
  - b) the Lessee – a natural person, a legal person or an organisational unit without legal personality that concludes a Rental Agreement with the Lessor;
  - c) the Rental Agreement – the document setting out the detailed rental terms agreed by the Lessor and the Lessee (the Parties), or the confirmation of an online order;
  - d) the Rent – the flat-rate fee paid by the Lessee for the use of the Storage Unit in the adopted billing period, in the amount consistent with the Price List constituting an Appendix to the GTC;
  - e) the Warehouse – the warehouse located in the building at ul. Czerwona 49 in Tarnów, owned by the Lessor;
  - f) the Storage Unit – the part of the Warehouse (storage box) handed over to the Lessee for use under the Rental Agreement, identified in the Rental Agreement.
3. On the basis of the GTC and the Rental Agreement, the Lessor hands over and the Lessee accepts for rent the Storage Unit specified in detail in the Rental Agreement, for the functional purpose of storing movable property.
4. By signing the Rental Agreement, or by confirming that they have read it in the online order form, the Lessee declares and confirms that:
  - a) they have received a copy of the GTC, have read it and accept its content,
  - b) they are familiar with the physical and technical condition of the Storage Unit and raise no objections or reservations in this respect.
5. The Lessee may not store in the Storage Unit any items that may cause harm to the Lessor or third parties.
6. In particular, the Warehouse may not be used to store items whose possession or marketing is prohibited or whose storage is governed by specific provisions of law, as well as waste, materials and substances commonly regarded as toxic, explosive, corrosive, chemical, radioactive or flammable, compressed gases, ammunition, pressure vessels, including those used to transport LPG, fuels, lithium-ion or lithium-polymer batteries, food, items that spoil or deteriorate in quality over time, irritant substances or substances otherwise affecting objects, persons, animals or plants, narcotic substances, devices that emit smoke, dust or odour, fertilisers, perishable items or items prone to spoilage, items of significant value, including money, jewellery, securities, collectors' items, or any other materials that may pose a threat to human life or health, that may leak or spill, or that are prohibited or hazardous to handle.
7. Items stored in the Storage Unit should be appropriately secured, including in a manner allowing them to be moved or shifted.
8. The Lessee bears full and sole responsibility for any breach of the terms of the Rental Agreement and for any damage caused by the items stored in the Storage Unit.
9. The Lessor is not liable for the items stored in the Storage Unit.
10. The Lessor declares that it is a VAT payer.
11. The Lessor does not consent to the registration of a business activity by the Lessee at the address of the Warehouse without the Lessor's written consent.

## **§2. ACCESS TO THE STORAGE UNIT**

1. After the Rental Agreement has been concluded and the Lessee has paid the Rent for the first billing period, the Lessor will provide the Lessee, electronically to the e-mail address given in the Rental Agreement or in person at the Customer Service Office, with an individual access code to the parking gate and to the gate of the Warehouse in which the Storage Unit is located. Storage boxes are locked individually by the Lessee using the Lessee's own padlock.
2. The individual access code remains active for the entire rental period and is deactivated at the end of the last day of the Rental Agreement.
3. The access code may be temporarily suspended due to arrears in the payment of the Rent.
4. The access code is reactivated within 72 hours of the overdue payments being credited. Suspension of the access code does not affect the amount of the Rent.
5. The Lessee is obliged to protect the individual access code against unauthorised persons and may share it only with persons expressly authorised by the Lessee, with the Lessor's written consent and knowledge. The Lessor bears no liability for the use of the individual access code by a person not authorised by the Lessee.
6. The Lessee bears the cost of changing the access code in the amount consistent with the current price list of additional services.

## **§3. OBLIGATIONS OF THE LESSEE**

1. The Lessee undertakes to use the Storage Unit in accordance with its intended purpose and the Rental Agreement, in a manner that allows other users to use the remaining spaces of the Warehouse and its common areas without disturbance.
2. The Lessee is obliged to maintain order and to comply with fire-safety and health-and-safety regulations on the premises of the Warehouse and in its immediate vicinity.
3. The Lessee undertakes to remove, at their own expense, all waste, in particular packaging, pallets, etc., and not to use for this purpose the waste containers in the Building or around the Building premises.
4. The Lessee undertakes to empty the Storage Unit of the stored items no later than on the last day of the Rental Agreement.
5. Should the Lessee fail to vacate the Warehouse by the end of the last day of the rental relationship, the Lessee authorises the Lessor to initiate the procedures for emptying the warehouse in accordance with the provisions of §10 of the GTC.
6. The Lessee releases the Lessor from any liability for damages in connection with actions aimed at emptying the Storage Unit of the items left in it.
7. The Lessee is not entitled to hand over the Storage Unit or any part of it for free use, or to sub-let it for consideration to third parties, without the Lessor's consent expressed in writing on pain of nullity.
8. The Lessee may not make any changes to the Storage Unit, in particular rebuild, alter, adapt or make structural changes to it, or install any equipment in the Storage Unit, without the Lessor's prior consent expressed in writing on pain of nullity. Should the Lessee breach the above prohibition, the Lessor has the right – after a prior, ineffective request to the Lessee to restore the previous state within a period no longer than 7 days – to enter the Storage Unit and remove the changes introduced or the equipment installed in full, at the Lessee's cost and risk. The request to restore the Storage Unit to its previous state may be sent electronically to the Lessee's e-mail address given in the Rental Agreement.
9. The Lessee may not transfer the rights and obligations arising from the Rental Agreement to another person without the Lessor's consent expressed in writing on pain of nullity.

## **§4. OBLIGATIONS OF THE LESSOR**

1. The Lessor is obliged to hand over the Storage Unit to the Lessee by providing an individual access code to the parking gate and the gate of the Warehouse in which the Storage Unit is located.
2. The Lessor is obliged to provide appropriate security for the Warehouse in which the Storage Unit is located.
3. The Lessor is obliged to ensure cleanliness and order in the common areas of the Warehouse.
4. The Lessor may enter the Storage Unit in the Lessee's absence only where it is necessary to perform obligations arising from provisions of law, as well as in the event of a failure, other unforeseen events, a risk of damage to property or to a person connected directly or indirectly with the stored items, and also in the event of a justified suspicion that prohibited items or items contrary to the Rental Agreement are stored in the Storage Unit.
5. The Lessor may remove the Lessee's items left in the common areas at the Lessee's cost and risk.

## **§5. RENT**

1. The Lessee undertakes to pay the Rent in the amount specified in the Rental Agreement, the GTC and the Price List, no later than by the due dates.
2. The Rent is payable in advance for the billing period adopted in the Rental Agreement, by the day preceding the first day of each subsequent billing period, by transfer to the Lessor's bank account indicated in the Rental Agreement, or in cash upon prior arrangement with the Lessor.
3. The first Rent is payable in advance at the time the agreement is concluded.
4. The Lessee may pay the Rent in advance for the entire rental period or make Rent payments in accordance with the adopted billing period. Where an agreement is concluded for a period of not less than one year, the Lessor grants a discount on the terms set out in the Price List.
5. In the event of the Lessee's delay in payment of the Rent, the Lessor may claim maximum statutory interest for delay.
6. In the event of the Lessee's delay in payment of the Rent, the Lessor has the right to suspend the individual access code to the warehouse until payment is settled.
7. A Lessee who has concluded more than one rental agreement, or who has rented more than one warehouse under a single agreement, is obliged to pay the Rent for all rented warehouses on time. Should payment for one of several rented warehouses be missing, access to the entrance of the building and to the building premises will be blocked until the overdue amount is received.
8. The day of payment is the day on which the Lessor's bank account is credited.
9. Where the Lessor has justified doubts as to the Lessee's solvency or ability to pay the Rent regularly, the Lessor may require the Lessee to pay an additional security deposit equal to the amount of the Rent for one billing period, within 7 days of an electronic notice being sent. In such a case, payments made by the Lessee will first be credited towards the settlement of overdue Rent. If the Lessee settles all amounts due under the Rental Agreement, the deposit is refundable to the Lessee within 14 days of the end of the Rental Agreement, by the time the Agreement expires or is terminated. Should the Lessee fall into arrears with the Rent, the Lessor may apply the deposit towards the unpaid Rent and, if the agreement continues, request its payment again.
10. The Rent referred to in §5(1) is subject to annual indexation by the average annual index of consumer goods and services prices for the previous year announced by the President of the Central Statistical Office (GUS). The Lessor will notify the Lessee of the new price list electronically. In the event of deflation, the Rent does not change. Indexation of the Rent on the basis of this provision does not constitute an amendment to the Agreement and therefore does not require the parties to conclude an annex to the agreement.
11. Payment in advance for the entire rental period or for a billing period longer than required does not release the Lessee from the obligation to pay the difference in price in the event of a price increase referred to in point 10 of this paragraph.

## **§6. ADDITIONAL SERVICES**

1. The Lessor will charge an additional fee for performing additional services concerning a scope other than the rental of the Warehouse.
2. The prices of additional services are not fixed and may be subject to change, in particular the costs of transporting items and disposal costs.
3. The current price list of additional services is made available on the website.

## **§7. DURATION OF THE RENTAL AGREEMENT**

1. The Rental Agreement is concluded for a fixed term.
2. The agreement is automatically extended for a further fixed term equal to the original period for which it was concluded, upon payment of the Rent in advance for the new billing period.

## **§8. WITHDRAWAL FROM THE RENTAL AGREEMENT**

1. A Lessee who is a consumer within the meaning of Article 22[1] of the Civil Code may withdraw from a Rental Agreement concluded away from the Lessor's business premises (an online order) without stating a reason, within 14 days of its conclusion, by sending the Lessor a declaration of withdrawal from the Rental Agreement electronically, to the Lessor's e-mail address given in the Rental Agreement. The declaration may be submitted on the form set out in Appendix No. 1 to the Rental Agreement.
2. If a Lessee who is a consumer submits a declaration of withdrawal from a Rental Agreement concluded away from the Lessor's business premises (an online order) after obtaining the access code to the Warehouse, but before the agreed rental period has elapsed, the Lessee is obliged to pay the part of the Rent due to the Lessor, calculated proportionally for the time from the conclusion of the Rental Agreement to the moment of the Lessee's withdrawal from it.
3. For Rental Agreements concluded for a fixed term shorter than 14 days, a Lessee who is a consumer and who has submitted the declaration referred to in paragraph 1 of this section loses the right to withdraw from the agreement upon the expiry of the term of the Rental Agreement.

## **§9. TERMINATION OF THE RENTAL AGREEMENT**

1. The Lessor may terminate the Rental Agreement with immediate effect, without observing a notice period, where the Lessee:
  - a) uses the Storage Unit in a manner contrary to the Rental Agreement and the GTC;
  - b) destroys the Storage Unit or affects it in such a way that this may lead to the destruction or deterioration of the Storage Unit;
  - c) prevents or seriously hinders other users from using the Warehouse, disturbs order in the Warehouse or in its immediate vicinity;
  - d) is in delay with payment of the Rent for at least one billing period and fails to settle the arrears within an additional 7-day period set by the Lessor;
  - e) has not paid the deposit referred to in §5(9).
2. Where the Lessee actually uses the Storage Unit after termination of the Rental Agreement (by failing to empty it of items), the Lessor may claim compensation for the use of the Storage Unit without a contract, in the amount of double the Rent for each commenced week of such use.
3. The declaration of termination of the Rental Agreement may be sent to the Lessee electronically, to the Lessee's e-mail address given in the Rental Agreement.
4. Termination of the Rental Agreement by the Lessor does not release the Lessee from the obligation to pay the Rent due and other remaining fees referred to in the Rental Agreement, the GTC and the Price List on time.

## **§10. EMPTYING OF THE WAREHOUSE BY THE LESSOR**

1. The Lessee is obliged to empty the Warehouse of the stored items:
  - a) by the last day of the rental relationship;
  - b) within 7 days of the date on which the Lessor gives notice of termination of the Rental Agreement.
2. Should the Lessee fail to empty the Warehouse of items by the last day of the rental relationship, or by the date set for emptying the warehouse in connection with termination of the Rental Agreement, the Lessee authorises the Lessor, at the Lessee's cost and risk, to perform the service of emptying the Warehouse and transporting the items on the following terms:
  - a) Within 7 days of the expiry of the deadline referred to above, the Lessor will send the Lessee, electronically, a confirmation of the intended transport of the items, containing the address, the date of delivery of the items and the amount of the advance to be paid towards performance of the transport service.
  - b) Within 7 days of receiving the letter, the Lessee may indicate a different address to which the items are to be delivered. The new delivery address may not be located further than 20 km from the Warehouse.
  - c) The Lessee is obliged to pay all costs incurred by the Lessor in emptying the warehouse of items and transporting them.
  - d) The Lessor may commission the transport of the items to third parties.
  - e) The Lessor and the third parties transporting the Lessee's items are not legally liable for the condition of the transported items.
3. The Lessee authorises the Lessor to hand the items over for disposal, at the Lessee's cost and risk, after the end of the rental relationship, where:
  - a) the Lessee does not contact the Lessor to confirm the place of transport of the items and does not pay the advance within 7 days of receiving the letter from the Lessor;
  - b) the Lessee contacts the Lessor but neither pays the advance nor empties the warehouse themselves within 7 days of contacting the Lessor.
  - c) The Lessee is obliged to pay, according to the current price list, all costs incurred by the Lessor in emptying the warehouse of items and disposing of them.
4. Confirmation of the warehouse-emptying activities carried out is provided by photographic documentation prepared by the Lessor and made available to the Lessee at the Lessee's request. The Lessor may also record the course of the activities in audio-video form.

## **§11. LESSEE COMPLAINTS**

1. Where the Lessee submits a complaint as to the manner or quality of performance of the Rental Agreement, the Lessor is obliged to respond to the complaint within 30 days of receiving it.
2. The Lessee's complaint may be sent to the Lessor electronically, to the e-mail address given in the Rental Agreement.
3. If the Lessor fails to respond to the complaint of a Lessee who is a consumer within the meaning of Article 22[1] of the Civil Code within the period referred to in paragraph 1, the complaint is deemed to have been accepted.

## **§12. ADDITIONAL INFORMATION FOR ORDERS PLACED ONLINE**

The entity providing online payment services is Autopay S.A.

Available payment methods – payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.

Should it be necessary to refund funds for a transaction made by the customer with a payment card, the seller will make the refund to the bank account assigned to the ordering party's payment card.

The order fulfilment time is counted from the moment positive payment authorisation is obtained.

### **§13. INSURANCE**

1. The Lessor declares that the Warehouse Building is insured; however, the insurance does not cover the items stored in the Storage Unit.
2. The Lessee may, at their own discretion, insure the items brought into the Storage Unit and conclude a civil-liability insurance contract.

### **§14. PERSONAL DATA**

1. A Lessee who is a natural person is obliged to submit, in the Rental Agreement or the online order, a declaration as to whether they consent to the processing of their personal data by the Lessor, in the scope of all personal data of such Lessee specified in the Rental Agreement and solely for the purposes and needs of its performance.
2. In the Rental Agreement, the Lessor provides the Lessee with the necessary information on the conditions of processing the personal data of a Lessee who is a natural person, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ EU L 2016.119.1 (the "GDPR" information clause).

### **§15. FINAL PROVISIONS**

1. Amendments or supplements to the Rental Agreement require written form on pain of nullity.
2. The Lessor may unilaterally amend the GTC in the event of a change in provisions of law or changes in the Lessor's principles of service provision.
3. The Lessor will inform the Lessee of any changes made to the GTC at least 14 days before they take effect, electronically, to the e-mail address given in the Rental Agreement.
4. Where the Lessee does not accept the changes to the GTC, they may, within 14 days of receiving the information from the Lessor, submit a declaration of termination of the Rental Agreement, observing a one-month notice period (for a Rental Agreement concluded for a fixed term longer than 1 month) or a 14-day notice period (for a Rental Agreement concluded for a fixed term shorter than 1 month).
5. The Lessee's failure to submit a declaration of termination of the Rental Agreement is equivalent to the Lessee's acceptance of the changes made to the GTC.
6. The GTC constitute an integral part of the Rental Agreement.

*English translation of the Polish original for information purposes; pending verification by legal counsel. In the event of any discrepancy, the Polish-language version prevails.*