

# **GENERAL TERMS AND CONDITIONS**

The Lease Contract contains the fundamental criteria for the legal relationship established between Lessor and Lessee for the lease of the storage premises, while detailed rules and regulations are defined by these General Terms and Conditions (hereinafter referred to as: GTC).

#### **1. Definitions of the terms:**

**Leased property**: refers to the area leased by Lessee from Lessor, which can be locked up individually by Lessee

Rental fee: counter-value payable by Lessee to Lessor for the use of the Leased property

**Base price:** monthly actual rental fee calculated for the given building, given storage unit, without discounts, promotions

**Gross monthly rental fee**: consideration payable by Lessee for the use of the Leased Property for the given month

Rental month: duration stipulated by Article 4 of the Lease Contract

Discounts, promotions: monthly discount expressed in % applicable to the given month

**Rules referring to the rental legal relationship**: cumulatively refers to the Lease Contract, these General Terms and Conditions, Rules of the House and the laws referring to the rental legal relationship

Lease Contract: refers to the deed regulating the fundamental criteria of the rental legal relationship

**Lessee**: refers to the person, who leases the Leased property, but also includes the persons who are authorised in any way or form by Lessee to use the premises and also those, who due to Lessee or due to Lessee's fault may access the Leased Property and also persons for whom Lessee is liable

**Rules of the House**: a deed defined unilaterally be Lessor, regulating the operational policy of the Leased property's premises

Moveable property: refers to all objects, which can be placed by Lessee in the Leased property

Start date: start date of the rental legal relationship stipulated by the Lease Contract

**Services**: refers to the provision of such services, which are undertaken by Lessor in relation to the Leased property

Forbidden Movables: refers to all objects, which cannot be placed by Lessee in the Leased property

#### 2. Rental legal relationship:

2.1) Lessor leases and Lessee takes on the lease of the Leased property stipulated by the Lease Contract suitable for the storage of Moveable property under the fundamental conditions set forth by the Lease Contract. This GTC contains the detailed rules and regulations referring to this rental legal relationship.

2.2) The rental legal relationship shall commence from the Start date indicated by the Lease Contract, and shall remain in existence until the expiration of the definite term. Until the termination of the legal relationship, for any reasons, Lessee shall pay the Rental fee to Lessor. After the expiration of the rental

legal relationship, until the vacating of the Leased Property and handover of the Leased Property to Lessor, Lessee shall be obliged to the payment of a daily usage fee of 200 HUF/square metre + VAT but at least the double amount of the base price applicable for the period. On the top of this Lessor shall be entitled to claim the reimbursement of its damage and/or incidentally arising additional costs as detailed under Article 12.5), and this is not an exclusive list.

If the amount paid in order to settle the amounts owed does not cover the entire amount of the debt, first costs and interests shall be settled then the primary obligation (within the primary obligations the oldest obligation shall be settled first) if Lessee has not requested otherwise and its clear intentions cannot be detected.

2.3) During the term of the rental legal relationship Lessor shall offer certain, defined services to Lessee, while Parties are entitled to certain rights defined by the rules and regulations referring to the rental legal relationship and Parties have certain obligations.

2.4) Lessee shall not be entitled to sub-let the Leased property and shall not be entitled to assign the use of the Leased property. Upon the infringement of the above, Lessor shall be entitled to terminate the rental legal relationship in the form of an extraordinary termination with immediate effect and Lessee shall assume liability.

2.5) The fundamental criteria of the rental legal relationship recorded in the frame of the Lease Contract can only be amended in writing and in advance. Lessor shall be entitled to unilaterally modify the GTC and the Rules of the House, which shall be displayed by Lessor within the area of the building/property housing the Leased property, indicating the effective date of the amendments. If Lessee fails to agree with the amendment, Lessee shall be entitled to terminate the rental legal relationship 30 days within the date of posting the notification in the form of an extraordinary termination, but in this case Lessee shall not be entitled to claim any compensation and reimbursement of any costs arising in relation to the termination of the rental legal relationship.

2.6) Placing the Forbidden Movables in the Leased property is considered as severe breach of contract and Lessor shall be entitled to terminate the legal relationship with immediate effect, and shall be entitled to take the necessary measures in order to avert the impact of the breach of contract; Lessor shall also be entitled to enter the Leased property and may remove the Moveable properties without the notification of Lessee and shall also be entitled to destroy them and to inform the respective authorities. The costs arising in relation to these emergency measures shall be covered by Lessee and Lessor shall not be liable for any arising damage, thus also for any damage to the Moveable property placed in the Leased property. If Lessee causes damage to a third party due to the placement of the Forbidden Movables, Lessee shall pay for such damage and Lessor shall not liable for such damages towards to the third parties. Lessor shall be entitled to claim the triple amount of the otherwise payable Rental fee as liquidated damages from Lessee upon placing Forbidden Movables in the Leased property, if it can be defined how long the Forbidden Movables were located in the Leased property. If this period cannot be defined, Lessor shall be entitled to claim a forfeit penalty from Lessee equalling to three monthly Rental fee, which shall be due 3 days within the date of notification.

2.7) Explosive, radioactive and poisonous materials, other materials destructive to health, money, jewellery, any food items, living creatures and all other items acquired in a way infringing the laws and regulations, especially chemicals, gases, fuels, caustic substances, materials dangerous to the environment, radioactive, biological materials, rubbish, waste, materials emitting smell or noise, gunsweapons, including their spare parts, furs, artefacts, irreplaceable Movable property, Moveable

property constituting intangible value to the Lessee, securities, vehicles in a hazardous condition, hazardous materials and Moveable property which is forbidden to be kept in virtue of the laws and regulations are considered as Forbidden Movables.

# 3. Use of the Leased property

3.1) Lessee shall be entitled to exclusive use of the Leased property from the Start date of the rental legal relationship. Lessee shall only be entitled to occupy the Leased property after signing the Lease Contract and this GTC, but not earlier than the Start date of the rental legal relationship and if the first monthly rental fee has been paid.

3.2) If the Start date of the rental legal relationship and the dates of signing the Lease Contract and the GTC fall on the same day, the handover of the Leased property to Lessee shall be considered completed. If Lessor is unable to handover the Leased property to Lessee due to reasons falling outside the scope of authority of Lessor by the Start date of the rental legal relationship, Lessor may offer another similar Leased property to Lessee under similar conditions. If Lessee fails to accept this, the rental legal relationship is terminated and Parties are exempted from their obligations.

3.3)The Leased property shall be open on the Start date of the rental legal relationship and Lessee shall be entitled place a padlock/lock on the entrance and to place its Movable property within the Leased property. Lessor shall ensure the conditions of lockability; however Lessee shall procure the padlock/lock at its own cost. If Lessee fails to lock up the Leased property, Lessor shall not be liable for any damage arising from the above. If Lessee loses the keys to the lock/padlock and/or the padlock needs to be cut off, Lessor shall only be entitled to cut the padlock off alongside the elaboration of a respective protocol or upon the unilateral declaration of Lessee and Lessee shall cover all related costs.

3.4) In order to ensure access to the property/building housing the Leased Property, during the rental legal relationship Lessor shall provide Lessee with an entry card, constituting property of Lessor, for a consideration of 2,000 HUF + VAT, which shall be returned by Lessee to Lessor on the termination date of the rental legal relationship in an undamaged condition and which consideration shall be paid by Lessee to Lessor on the Start date. Lessee shall pay the consideration to Lessor on the Start Date. The consideration of the card (2,000 HUF + VAT) paid by Lessee shall be reimbursed by Lessor to Lesser, upon returning the undamaged card to Lessor by Lessee. Upon loss or damage of the card, Lessee shall cover all costs related to the replacement of the card. Lessor shall not assume any liability for damages arising in relation to the loss of the card, but Lessee shall inform Lessor without delay about the loss of the card to persons, who are registered in the frame of the Lease Contract as parties authorised to access the Leased property.

3.5) The Leased property can exclusively be used within the opening hours indicated on the respective poster posted on the building/property. Use outside these hours and administration in the customer service office shall only be possible after the obtainment of the explicit approval of Lessor, and after each commenced hour a stand-by charge of 3,000 HUF + VAT shall apply.

3.6) Lessor shall not be liable for any events and consequences, when Lessee grants access to the Leased property to other persons other than the persons listed or not listed under the Lease Contract or for events when outsiders may gain access to the Leased property by losing/stealing the padlock key and card.

3.7) Lessee shall use the building/property housing the Leased property with outmost care, especially during driving within the property, loading and unloading, loading into the Leased property and opening and closing of the Leased property. Lessee shall comply with the traffic regulations; within the confined space Lessee shall turn the engine of the vehicle off, except for entry and exiting the property.

The building/property housing the Leased property cannot be used for parking purposes. Lessor shall be entitled to have the parked up vehicles, at the cost of Lessee, removed and placed within or outside the building/property. Lessor shall not be liable for any arising damage.

3.8) Lessee shall not be entitled to use any electrical appliance within the Leased property; such appliances cannot be connected to electrical power outlets. Upon infringement of the above, the Lease Contract shall be terminated in the frame of an extraordinary termination.

3.9) Lessee shall only be entitled to use the Leased property for storing Movable property per proper use. As a result Lessee shall not be entitled to perform any service-related, office, commercial or other activity, any economic-business activity, besides loading and unloading, furthermore Lessee shall not be entitled to produce, repair, maintain any materials or Moveable properties, and also not entitled to perform any technical activity.

3.10) Lessee shall not be entitled to carry out any reconstruction on the Leased property; furthermore Lessee shall not be entitled to make any changes or any damage to the Leased property. Lessee declares that it shall comply with the weight limit regulated by the Rules of the House referring to weight limit/square metre. If Lessee breaches this provision, Lessee shall be fully liable for the reparation costs arising due to a case of damage related to the breach of the weight limit.

3.11) Lessee shall place its Movable property in a way, that lockability, the room and ventilation of the walls can be ensured and Lessee shall not leave in front of or outside the Leased property any Movable properties, or within the building/property housing the Leased property. Lessor shall not assume any liability for Movable property left outside the Leased property and Lessor shall have such items removed or destroyed outside the Leased property upon the detection thereof. If it can be established that the items were left there by Lessee, Lessor shall notify Lessee and request the removal of the items. If Lessee fails to comply with this request 8 days within the date of notification, Lessor shall remove and destroy such items and Lessor shall also be entitled to enforce its costs against Lessee.

3.12) Lessee shall provide Lessor with access to the Leased property, at a previously mutually agreed date and time in order to carry out the compulsory preservation and maintenance works.

# 4. Provision of another Leased property by Lessor

4.1) Lessee acknowledges, that Lessor, if required, shall provide Lessee with another Leased property. Such measures may take place when during the planned, repair, maintenance or reconstruction of the building/property, also including the Leased property; Lessor is only able to provide the conditions of proper use of the Leased property for Lessee under great, disproportionate difficulties. In such case Lessor shall provide Lessee with a similar Leased property on a temporary or final basis.

4.2) Lessor shall forward a notification to Lessor indicating the necessity of providing another Leased property and Lessor shall provide Lessee with a 10-day period for reviewing another Leased property and to issue a declaration about the acceptance or rejection of the another Leased property. If Lessor within this 10-day period declares not to accept the replacement Leased property, the rental legal relationship shall be terminated on the last day of the following full Rental month and Lessee shall remove its Movable properties and hand over to Lessor the Leased property in a vacated and clean condition.

4.3) If Lessee fails to issue a declaration within 10 days, it shall be considered that Lessee terminated the Lease Contract and the rental legal relationship shall terminate on the last day of the full Rental month and Lessor shall be entitled to proceed in accordance with the stipulations of the Lease Contract and the GTC in relation to the vacating of the Leased property and Rental fee claims.

4.4) If Lessee accepts the new Leased property, Lessee shall relocate the Movable property at the time agreed with Lessor. Lessor shall provide the transportation equipment required for the relocation.

4.5) Lessee acknowledges that in the case Lessee due to the lack of space is moved to a storage unit, which has a larger floor space than the premises originally requested by Lessee and Lessee pays a rental fee based on lower floor space (based on less square metres) than the actual floor space of the Leased property rented by Lessee, Lessee shall be obliged to move 3 days within the notification given by Lessor, with the help of Lessor, as soon as a smaller storage unit becomes available. If Lessee fails to comply with this obligation, Lessee shall be obliged to pay the rental fee based on the actual floor space of the Leased property rented by Lessee.

4.6) The new Leased property shall be governed by the Lease Contract, its amendments and/or by stipulations of the GTC.

## 5. Opening the Leased property by Lessor, in emergency and if necessary

5.1) If required, Lessor shall be entitled to remove the padlock/lock placed by Lessee on the entrance of the Leased property, and Lessor shall be entitled to open the Leased property and shall be entitled to stay in the Leased property as long as it is required. Such emergency shall refer to cases, when the Leased property, its building, the Movable properties of Lessee or an outsider third party are subject to risk of damage, or when the opening of the premises is inevitably required for immediate maintenance or repair works. Lessor shall proceed similarly, if Lessor recognises that the Movable property placed in the Leased property endanger the building/property and additional Movable property of Lessee, or in the case Lessor detects Forbidden Movables within the Leased property or Lessee causes damage due to Movable property located within the Leased property.

5.2) In this case Lessor shall notify Lessee within the shortest period of time, about the opening of the Leased property and about the reasons for opening, the measures taken by Lessor and actions expected from Lessee. If Lessee fails to cooperate with Lessor, Lessor shall be entitled to terminate the rental legal relationship in the frame of an extraordinary termination with immediate effect and shall be entitled to apply the stipulations referring to the case of termination.

#### 6. Termination of the rental legal relationship

6.1) The rental legal relationship is terminated upon the expiration of the definite rental period, or upon the respective written agreement of the Parties or upon extraordinary termination, and at this time the entitlement of Lessee to use the Leased property terminates and Parties shall proceed in accordance with the Rules referring to the rental legal relationship.

6.2) Lessor shall be entitled to terminate the rental legal relationship in the frame of an extraordinary termination upon sever breach of contract by Lessee, if Lessee fails to discontinue the contractbreaching behaviour within the deadline stipulated by Lessor's written notification. Lessor shall be entitled to terminate the rental legal relationship in the frame of an extraordinary termination with immediate effect, if it protects Lessor, other Lessees or an outsider third party from any damage.

6.3) Lessee shall only be entitled to terminate the rental legal relationship in the frame of an extraordinary termination, if Lessor unlawfully locks away the Leased property from Lessee and/or if Lessor fails to allow entry for Lessee into the building/property of the Leased property.

6.4) Parties shall still be entitled to the right of extraordinary termination if the contract-breaching behaviour is not considered severe, but the prescribed and proper use is not provided in the long term and the other party fails to remedy such situation within 8 days.

6.5) On the date of terminating the rental legal relationship Lessee shall hand over to Lessor the Leased property in a vacated, clean condition corresponding to the handover-receipt condition, by taking into consideration normal tear and wear, after the removal of the locking devices (open). If Lessee fails to hand over to Lessor the Leased property not in the above described condition, the rubbish, waste and other Movable property left within the promises will be removed by Lessor without delay and all arising costs shall be covered by Lessee. Fees related to the disposal of rubbish, waste and Moveable property shall also be covered by Lessee.

6.6) Lessee shall indicate the vacating of the Leased property and shall return the entry card to Lessor, even if this happens upon or prior to the expiration of the rental period and Lessee has no payment arrears towards Lessor.

6.7) Upon termination of the rental legal relationship for any reasons, Lessee shall pay a daily usage fee of 200 HUF/square metre but at least the double amount of the base price until the day the Movable properties of Lessee are located in the Leased property. Upon termination of the rental legal relationship, Lessor at its discretion shall be entitled to have the storage unit emptied. If the Leased Property is emptied by Lessor due to the contract-breaching behaviour of Lessee, Lessee shall pay a daily usage fee of 200 HUF/pallet or m2/day+ VAT for the duration of storing the Moveable Property in a common storage area or at another location, on pallets as long as Lessor is storing the Movable Property of Lessee.

## 7. Provisions regulated to the Rental fee and payment

7.1) Lessee is obliged to pay a Rental fee set forth by the Lease Contract by the due deadline. If Lessee fails to comply with its payment obligation by the due deadlines, Lessor shall charge a rate to Lessee equalling to the current base rate +8% of the Central Bank - on the top of the monthly rental fee- for the duration of the default. If Lessee paid more to Lessor than the rental fee stipulated on the invoice or more than its overdraft, upon Lessee's request, Lessor will pay back the overpayment in cash or transfers it to Lessee by deducting the costs of bank remittance. Lessee may claim overpayments less than 3,000 HUF transferred by Lessee within 30 days following the termination of the rental legal relationship. After the expiration of the 30-day limitation period, Lessee's claim for reimbursement shall lapse and Lessor considers the overpayments to be forgiven and Lessee irrevocably agrees thereto by signing this contract.

7.2) Failure to comply with the deadline of the Rental fee payment shall be considered as severe breach of the Lease Contract. If Lessee fails to pay the rental fee due and to perform other payment obligations in full within the due date, Lessee shall loose the monthly rental fee amount defined for Lessee and from the commencement of the period of delay Lessee shall pay the base price and other costs. If Lessee fails to perform its obligation to pay the Rental fee, Lessor determines an outside date for payment along with a reminder charge of 2,000 HUF + VAT together with the locking up the Leased Property. Lessee acknowledges that upon failure to comply with the deadline set forth for the payment of the Rental fee set forth by the Lease Contract, Lessee shall be obliged to make a payment of a penalty in an amount of 15.000 HUF on the top of the default interest. The default interest payment obligation shall apply separately upon the delayed delivery of the Rental Fee payment obligation. The penalty payment obligation of Lessee shall arise upon the unsuccessful elapse of the 8-day additional deadline. If Lessee fails to comply with its payment obligation by the additional deadline indicated by the first payment notification, it shall be considered as a severe breach of contract and as a consequence Lessor shall be entitled to terminate the legal relationship with immediate effect. This termination shall not have an impact on the default interest payment obligation. Lessee, alongside the application of the legal consequences referring to the termination of the Lease Contract set forth by this Article, shall also be obliged to make the payment of the costs of the first payment notification in an amount of 2,000 HUF + VAT, and the penalty amount latest by the 16th day of the Rental month.

Lessee explicitly acknowledges that Lessee shall not be exempt from the delivery of these obligations – as per as indicated under Article 7.5)- in the case of the application of the stipulations referring to the extension of the Rental legal relationship.

7.3) Lessor shall only be entitled to increase the Rental fee if the rental legal relationship for definite period and set forth by the contract exceeds six months, or if the rental legal relationship is extended beyond the period set forth by the Lease Contract, or when Lessee fails to comply with its payment obligation. If the Rental fee is increased under the existence of the above conditions, Lessor shall inform Lessee in writing accordingly. If Lessee fails to accept the increase in the Rental fee and communicates this to Lessor, the rental legal relationship shall terminate on the last day of the following rental month and Parties shall proceed in accordance with the rules referring to the termination of the rental legal relationship.

7.4) If Lessee fails to forward a complaint 10 days within the receipt of Lessor's notification containing the increase of the Rental fee, the increase shall be considered accepted and from the 1st day of the month following the 10th day calculated after the dispatch of Lessor's notification the new Rental fee shall be applied.

7.5) Lessee acknowledges that Lessor uses a 6-monthly invoicing period each month as per as the followings:

- invoicing period 5th day of the month, if the starting date of the rental legal relationship is between the 12th and 17th day of the month,
- invoicing period 10th day of the month, if the starting date of the rental legal relationship is between the 18th and 22nd day of the month,
- invoicing period 15th day of the month, if the starting date of the rental legal relationship is between the 23rd and 27th day of the month,
- invoicing period 20th day of the month, if the starting date of the rental legal relationship is between the 28th and 1st day of the month,
- invoicing period 25th day of the month, if the starting date of the rental legal relationship is between the 2nd and 6th day of the month,
- invoicing period 30th day of the month, if the starting date of the rental legal relationship is between the 7th and 11th day of the month.

The above invoicing period shall mean the followings: in all cases the invoices are issued in advance, namely for example the starting date of the rental legal relationship is 3rd December, in this case the invoice referring to all rental months shall be issued based on invoicing period 25th day of the previous month.

Invoicing shall take place in the first days of all invoicing periods. The Rental fee referring to the first Rental month shall be due in cash or via advanced bank transfer on the day of signing the Lease Contract. From the month onwards following the first Rental month, Lessee is obliged to pay the Rental fee for the given Rental month 8 days within the issue date of the respective invoice. If Lessee requests a lumpsum payment with respect to the rental fee of the rental period set forth in detail under Article 1. of the contract, the monthly gross rental fee broken down to all months of the rental period will be invoiced in one invoice, thus Lessee shall not receive any invoices during the invoicing period set forth in detail above. If Lessee's extension application is delayed and the beginning of the following rental period would start before the expiration of the 8-day due date, Lessor determines the start date of the following month as due date. If the rental legal relationship between the Parties is extended rental legal relationship within 3 days, the rental legal relationship established between the Parties shall be

considered extended as long as it is not terminated in writing by Lessee and in this case the stipulations referring to the termination of the rental legal relationship shall apply. Respectively to the additional months of the extension, invoicing shall take place in accordance with the previous invoicing period.

7.6)Lessee shall make the payment of the due Rental fee in cash or by bank transfer, in a way that the amount is credited to the bank account of Lessor latest by the due date.

7.7) At all times upon payment of the Rental fee the serial number of the invoice issued for Lessee (e.g. %epulet\_kod%-2020/0000) shall be indicated. Upon failure to do so, the consequences of any incidental delayed accounting, notification and the costs thereof shall be undertaken by Lessee.

7.8) If the floor space of the Leased property differs from the floor space stipulated in the contract due to an administration mistake to an extent less than  $\pm$  15%, the difference shall not serve as the basis of making changes to the Rental fee.

7.9) Lessee shall be obliged to pay a Rental fee also for the duration of the closure of the Leased property due to the behaviour of Lessee and until the forced vacating of the premises by Lessor, or after termination of the rental legal relationship if Lessee fails to vacate the premises Lessee is obliged to pay a daily usage fee of 200 HUF/square metre but at least the double amount of the base price referring to the period to Lessor.

7.10) After the settlement of the debt by Lessee, Lessor shall open up the Leased Property within 120 hours, by this Lessor terminates the locking up of the Leased Property. Lessee shall not be entitled to any compensation resulting from the locking up of the Leased Property.

## 8. Rights and obligations of Lessor

8.1) Lessor shall during the entire duration of the rental grant Lessee exclusive use of the Leased property during normal opening hours and provide services required for Lessee to enter the building/property of the Leased property (e.g. magnetic card system), upon any defect Lessor shall commence troubleshooting within 120 hours, but Lessor shall have no compensation liability towards Lessee due to the lack of entry or limited entry to the Leased Property during the period impacted by the defect.

8.2) Lessor is unable to regulate the temperature of the Leased property, thus the temperature within the Leased property changes according to the prevailing weather conditions. Lessor does its outmost to ensure that the temperatures don't drop below 5°C within the building of the Leased property. Lessee shall locate its Movable property by taking the above into consideration, namely Lessee shall only locate such Movable property in the Leased property, which tolerate the hardship of different weather conditions. Lessor shall not assume any liability for the reimbursement of damage arising from temperature fluctuation, even if the temperatures would drop below 5 degrees Celsius or unusual heat would be detected.

8.3) Lessor at its discretion shall ensure the guarding of the building/property housing the Leased property by using security guard services or alarm/camera surveillance system.

8.4) Lessor commits to notify Lessee in the cases stipulated by the Lease Contract and the GTC, furthermore in the cases when it is necessary.

8.5) Lessor undertakes the replacement of any lost or damaged entry cards, at the cost of Lessee.

8.6) It is the right of Lessor to decide whether the Movable property located by Lessee within the Leased property are considered as Forbidden Movables or not, and whether they represent a danger/hazard to Lessor, to a third party and to personal safety or property security.

### 9. Rights and obligations of Lessee

9.1) Lessee shall use the Leased property per proper use in compliance with the rules and regulations referring to Rental right. Lessee during the use of the Leased property shall proceed in a way that Lessee doesn't cause any damage due to its behaviour to anyone, furthermore by not posing a hazard to personal safety or property security. Lessee shall inform Lessor about any extraordinary circumstances related to the Leased Property or to the Movable property located within the Leased property within a reasonably accepted time and manner. Upon failure to do so, Lessee shall assume liability for all arising damage.

9.2) Lessee shall cooperate with Lessor, namely receive all notifications and issue all required declarations and take the measures necessary within the defined period of time.

9.3) Lessee shall pay the Rental fee and comply with all related obligations or other payment obligations arising from the legal relationship.

9.4) Lessee shall report its address, registered seat or invoicing address to Lessor without delay. Lessor shall not be liable for any damage arising due to the incomplete reporting or failed reporting of the above.

#### **10. Liability of Lessor**

10.1) Lessor shall not assume liability in the following cases:

- if the damage occurs due to the behaviour of Lessee or other persons falling under the scope of interest of Lessee, or due to the breach of Rules referring to the rental legal relationship;
- in all cases, when the damage occurs due to circumstances falling outside the scope of influence of Lessor, including for example case of force majeure, damage caused due to criminal activity, damage caused by other Lessees or outsider third parties;
- for the damage caused in relation to the Leased property, necessary because if the behaviour of Lessee.
- in cases when equipment provided by Lessor (e.g. lift, forklift, magnetic card, etc.) cannot be used temporarily,
- furthermore in all cases when the Lease Contract, this GTC or the law excludes the liability of Lessor.

10.2) If such event occurs, which would serve as the basis of Lessee's indemnification liability, Lessee shall inform Lessor as soon as possible, but latest 24 hours within the obtainment of the respective information or on the following business day. Upon failure to comply with this information obligation, Lessor shall be exempt of liability.

10.3) If the liability of Lessor can be determined with respect to the caused damage, Lessor shall be liable maximum to the extent of the Rental fee calculated for the rental legal relationship for definite period of time, but within this maximum up to 100.000 HUF. Lessee shall observe the above compensation extents and shall place Movable property within the Leased property in accordance with the above.

10.4) Lessor emphasizes that Lessor has not taken out any insurance for the Movable property placed within the Leased property, but Lessor recommends to Lessee to take out and maintain an insurance policy with respect to the Movable property during the term of the rental period.

10.5) Lessor however commits to take out an insurance policy with respect to the building housing the Leased property, and to maintain such insurance policy during the rental period. This insurance shall be suitable for undertaking such compensation obligations arising from Lessor's liability, which are burdening Lessor in terms of the civil law and based on this GTC. The insurance taken out by the Lessor does not cover the Moveable property stored by Lessee in the Leased Property (moveable property insurance).

# 11. Liability of Lessee

11.1) Lessee shall be liable for the following damage: - upon the breach of the rules referring to the rental legal relationship, Lessee shall cover all damage and arising costs to Lessor; for the damage and costs arising due to the loss, theft of the entry card; for the damage caused to third party; if due the activity of Lessee the authorities proceed against Lessor and they apply sanctions, furthermore in all cases when the liability of Lessee is established by the Lease Contract, this GTC or by law.

11.2) Lessee places its Movable property within the Leased property in the knowledge of the fact, that Lessee shall assume all risk in relation to the Movable property, because Lessor does not offer any protection of the Movable property and shall not assume any liability for the protection of them. Lessee acknowledges that in relation to the guarding of the Movable property Lessee shall assume all risks and if Lessee deems necessary may take out for its own interest an insurance policy for covering any damage arising in relation to own damage and civil right related liability.

# **12.** Right of pledge

12.1) Lessee acknowledges that Lessor shall be entitled to the right of pledge with respect to all Movable property located within the Leased property if Lessee failed to pay the rental fee to Lessor by the due deadline, or the rental legal relationship between the Parties is terminated, but the Moveable property of Lessee failed to be removed, and as a result Lessor has arising claims with respect to usage fee as per as the stipulations of this GTC, or Lessor has any other claims arising from the Lease Contract against Lessor (penalty, notification fee, vacating costs, etc.).

12.2) If Lessee places the Movable property of other people in the Leased property for value received or as a favour, Lessee shall inform such persons that Lessor shall become entitled to the right of pledge with respect to the Movable property placed within the Leased property to the extent of the expired Rental fees and incidental charges.

12.3) Upon the occurrence of the right of pledge as per as the above, Lessor shall be entitled to stop Lessee in opening the Leased property, even by placing a new lock/padlock and/or by banning the access of Lessee to the building/property housing the Leased property.

12.4) Lessor shall inform Lessee in a notification about the payment of the outstanding Rental fee by providing Lessee with an 8 days grace period and Lessor shall also inform Lessee that it will enforce its right of pledge with respect to all Movable property placed within the Leased property as a guarantee for its claims existing against Lessee.

12.5) If Lessee fails to settle the outstanding payments within this grace period, or upon the termination of the rental legal relationship – alongside the payment of the Rental Fee arrears, and/or usage fee, liquidated damages, reminder charges - Lessee fails to have its Movable property removed, at the discretion of Lessor, Lessor shall be entitled to open the Leased Property and shall be entitled to open up the Leased Property and sell the Movable property at the cost of Lessee by the observation of the requirements of commercial reasonability, outside bailiff procedure, or Lessor shall be entitled to hand over the Movable property to auction organisers, or – as per as the rules and regulations of

management without appointment- shall be entitled to have the Movable property removed and store them in a common storage area for a daily usage fee of 200 HUF/pallet/day+ VAT, as long as Lessor cannot find any other opportunity for the reimbursement of the Rental Fee and other claims. Lessor after this at its discretion shall be entitled to sell the Moveable property or to have them destroyed. The costs of destruction shall be covered by Lessee.

Lessor as a first shall deduct from the received amounts its costs arising in relation to the enforcement of the right of pledge and satisfies its claims – in the order stipulated by the Civil Code of Hungary-, and Lessor shall reimburse the remaining amount to Lessee. Lessor shall be obliged to elaborate a settlement immediately after the sale in accordance with Article 5:135 of the Civil Code of Hungary. Lessee explicitly acknowledges that if the Rental Fee fails to be paid after the expiration of the grace period, Lessor may have the following costs arising on its side, non-exclusive list: costs of payment notification referring to the delivery of default payment in an amount of 2.000 HUF + VAT, one off or multiple penalty of 15.000 HUF as stipulated above, usage fee, costs of removal, loading costs, packaging costs, inventory making costs, etc. Lessee acknowledges that Lessor may claim the reimbursement of such costs on the top of its Rental Fee claims.

12.6) If the counter-value of the sold Movable property as per as above fails to cover the outstanding payments of Lessee, Lessor shall be entitled to claim the outstanding amounts from Lessee.

12.7) As long as the Movable property is located within the Leased property, or Lessor shall provide for their placement in whole or in part, Lessee shall be obliged to pay a daily usage fee of 200 HUF+VAT/square metre, but at least an amount equalling to the double of the base price as per as the stipulations of the Lease Contract and this GTC.

12.8) Measures taken by Lessor in relation to the enforcement of the right of pledge shall be considered as measures which are occurring due to the contract-breaching behaviour of Lessee, thus the related arising costs shall not be covered by Lessor. Otherwise, in relation to the enforcement of the right of pledge the rules and regulations of the Civil Code shall apply.

12.9) Lessee acknowledges that the enforcement of the right of pledge due to Lessor is an entitlement and not an obligation, namely Lessor shall be entitled to enforce its entitlement at its own discretion or to store the Moveable property, and/or upon the unsuccessfulness of the above to destroy them.

# **13.** Notification of the Parties

13.1) Parties shall notify each other exclusively in writing by forwarding notifications to the addresses indicated by the Lease Contract. Lessor shall send notifications to Lessee to the "notification address" of Lessee. The ways/manners of notifications shall be manners indicated by Lessee to Lessor. Based on this Lessee can be notified via postal mail, direct delivery and via e-mail. The written notifications, declarations addressed to each other shall be considered duly delivered, if they were sent in writing to any of the contact addresses of the other party recorded in this contract (e.g. in person or via postal mail or via courier service, or via e-mail) and the receipt of such notification/declaration is evidenced by the deposit slip, acknowledgement of receipt, electronic e-mail confirmation or by acknowledging the handover in writing, excluding the extension of the Lease Contract, which can be also extended via the telephone as per as the rules and regulations set forth in detail below.

The handover date of all notifications or notices related to Lease Contract shall be the date, which:

- is indicated on the acknowledgement of receipt as the date of receipt in the case of sending the notification via postal mail with acknowledgement of receipt;
- is the 5th day following the date of dispatch in the case of sending the notification via registered mail, and/or in the case of a parcel with acknowledgement of receipt, if the

acknowledgment of receipt is returned with a note "no contact has been made", "moved", "addressee unknown" or similar;

- is indicated on the written acknowledgement in the case of personal handover or sending via courier services;
- in the case of sending via e-mail, the date of dispatch indicated in the e-mail, and/or on its confirmation, as displayed on the computer of addressee, in absence of the above the date of sending the notification from the sender's computer;
- the date of the handover attempt, upon rejecting the receipt of the parcel.

13.2) Lessor shall be notified at the address, or e-mail address indicated by the Lease Contract.

13.3) Notifications forwarded in the case of personal delivery shall be considered delivered on the day of receipt by the receiving party, in the case of registered mails on the 5th business day following the day of dispatch, while in the case of notifications via e-mail on the 5th business day following the sending of the email.

13.4) In relation to the handover of the documents as per as the above, Lessee shall establish such situation so that Lessee is able to receive such documents. If changes are made to any notification addresses of Lessee, Lessee shall inform Lessor without delay. Upon failure to do so, Lessee shall be liable for all arising consequences.

13.5) Any person residing at the notification or other address indicated by Lessee shall be entitled to receive the notifications of Lessor.

# 14. Other

Upon entering into the Lease Contract Lessor shall be entitled to request the deeds containing the personal data of the natural persons, furthermore the ID card of the person indicated as representative in the certificate of incorporation of the business associations and to record the necessary data. Lessor hereby informs Lessee that it processes Lessee's personal data in order to fulfil its statutory obligations resulting from their rental legal relationship and in connection therewith and pursuant to the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information. Lessor may disclose facts, data or opinions to third persons regarding Lessee in cases set forth by law or on the basis of Lessee's consent. Lessee explicitly approves the above and the retention of data.

Lessor hereby informs Lessee that the General Data Processing Policy concerning data processing is available at <u>www.selfstore.hu</u>, while the Data Protection and Processing Policy regarding the camera surveillance system is available at <u>www.selfstore.hu</u> at the company's website. Lessee hereby represents to have read the information and policy and it declares to accept the content thereof.

14.2) Picture and voice recording: Lessor informs Lessee that Lessor carries out video- and sound recording within the building and property of the Leased property, which will be stored for a minimum duration of ten days. If any such event occurs, whereby for providing purpose images and/or sound recording is required, Lessor shall be entitled to use such recordings. If Lessee requests from Lessor to view the images, all costs of Lessor shall be borne by Lessee in the amount of 10,000 HUF + VAT/hour (every commenced hour will be invoiced). Lessee shall only and exclusively be entitled to view the footages of this does not infringe the personal rights of others.

14.3) Lessor shall also be entitled to record phone conversions with Lessee. Lessee grants its approval to Lessor.

14.4) The legal relationship shall be governed by the stipulations of the Hungarian law, while upon any legal disputes if the lawsuit falls under the authority of the district court, Parties stipulate the exclusive authority of the Buda Central District Court, if they fail to settle their legal dispute out of court.

14.5) If any of the provisions of the Lease Contract or of the GTC becomes invalid, the rest of the provisions shall not be invalidated by the above and the rest of the provisions shall remain in force without any change. Parties upon mutual agreement shall replace the invalid provision; in absence of the above they shall take into consideration the stipulations of the law being closest to the invalid provision.

# Endorsement:

I have read and understood this General Terms and Conditions and I hereby accept them to be binding upon me.