

# GENERAL TERMS AND CONDITIONS

## Definitions:

**Administration Fee:** a fee charged towards covering the Landlord's cost associated with maintaining a lien on the Tenant's property and collecting overdue Rent and any other unpaid fees or removing a Tenant's padlock from a Unit with a manual latch.

**Landlord:** Less Mess Storage spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw.

**Tenant:** The Party to the Rental Contract with the Landlord.

**Rental Contract:** A contract between the Landlord and the Tenant regulating the terms and conditions of the lease of the Unit described herein, operated by the Landlord for an indefinite term;

**Unit:** The room designated for storing the Tenant's property, being the subject of the Rental Contract in question;

**Building:** The building where the Unit is located, with address as indicated in the Rental Contract;

**Rent:** The rent indicated in the Rental Contract.

**Main Price List:** a list for (i) insurance premia, (ii) the Administration Fee and (iii) car parking fees, which is an annex to this Rental Contract.

**Additional Services Price List:** a list of pricing for additional, optional services offered by the Landlord, which are not part of this Rental Contract.

## CLAUSE 1 GENERAL PROVISIONS

- The General Terms and Conditions regulate the lease between the Landlord and the Tenant to the extent not provided for in the Rental Contract.
- Under the Rental Contract, the Landlord is entitled to receive consideration in advance.
- The lease relates to the Unit, as described in the Rental Contract, not designated for accommodating people, and not constituting premises under law. The size of the Unit indicated in the Rental Contract may slightly differ from its actual size. The building where the Unit is located is protected by an access control system allowing entry to the building to people with personal access codes only, as well as by 24-hour CCTV.
- The Tenant may use the Unit only for the purposes of storing property on his or her own account, and:
  - the Parties confirm that they do not intend for the property stored in the Unit to be given for safekeeping to the Landlord;
  - property may be deposited or collected independently, unless the law, the Rental Contract or the General Terms and Conditions state otherwise;
  - the Unit shall not be used for any other purpose than indicated in the Rental Contract, in particular for residential purposes, to carry out business (except storage of goods connected with the conducted business), and it cannot serve as a registered office of a legal entity or an unincorporated organisation, it cannot be used to satisfy office or other similar needs, or for any purpose involving accommodating people.
- The following items are prohibited in the Unit:
  - perishables or goods vulnerable to spoilage;
  - items whose storage, including as regards special requirements or rules of storage, is regulated by separate legislation;
  - explosives, flammable materials, toxic substances, caustic substances, petroleum products and any oil-derived products, ammunition, full or empty pressurised containers for transporting industrial gases and LPG;
  - plants and animals;
  - foodstuffs (subject to section 8.3);
  - human or animal blood, tissues or organs;
  - goods stolen or linked to other crime;
  - narcotics;
  - lithium batteries including, for the avoidance of doubt, electric vehicles or scooters or any other device or machine which contains lithium batteries;
  - money, coins, files, bonds, securities, etc., precious stones with a total value exceeding PLN 5,000;
  - collector and historic goods with a total value exceeding PLN 100,000;
  - in the event that property stored in the Unit is insured as described in Clause 5 of the General Terms and Conditions – items not listed herein, whose storage is subject to the exclusions or limitations specified in the general terms and conditions of insurance referred to in Clause 5.1 of these General Terms and Conditions.
- The Parties agree that the total value of property stored in the Unit shall at no time exceed the value specified in Clause 4 of the Rental Contract.
- In connection with the provisions of section 6, the Parties agree that the Landlord's liability for damages, if any, to the Tenant, on any basis, shall be limited to the amount specified in Clause 4 of the Rental Contract, and moreover, should the property stored in the Unit be insured in accordance with Clause 5 of the General Terms and Conditions, it shall be limited exclusively to that amount and to the events covered by the insurance. The Landlord shall not be liable to the Tenant for any damage to items are stored in breach of section 5 or section 8; in the case of items indicated in section 5, which must not be stored if exceeding a specific value, the Landlord shall not be liable to the Tenant for any damage suffered by the Tenant exceeding the limits indicated in section 5. The Landlord shall not be liable to the Tenant for any damage involving lost profits, consequential losses not related directly to the item stored, or lost data (excluding damage to data storage devices). The above limitations do not apply to damage to person or caused wilfully by the Landlord or by persons engaged by the Landlord.
- The following items may be deposited in the Unit only with the Landlord's prior permission:
  - packaged liquids, loose materials, viscous materials;
  - materials that may cause odour;
  - hermetically sealed food.
- In the event of a breach of section 8 above, the Tenant shall pay a contractual penalty of an additional 50 per cent of the rent for each day of storing the property listed in section 8 above in the Unit. The contractual penalty does not preclude compensation exceeding the amount thereof.
- If the Tenant signs this Rental Contract online via the Landlord's website, the Tenant has a statutory right to then withdraw from this Rental Contract by giving written notice via email or online in the customer account section within 14 days of signing.

## CLAUSE 2 LANDLORD'S OBLIGATIONS

The Landlord is obliged to:

- grant the Tenant exclusive access to the Unit by providing him or her with a personal access code, among other things, and:
  - The Landlord shall have access to the Unit during the term of the Rental Contract solely: (i) to check its technical condition; (ii) where there is a reasonable suspicion of a breach of the law, the Rental Contract or the General Terms and Conditions; (iii) in the event of fire or flooding; (iv) to eliminate a threat; (v) in the event of a breakdown of the systems protecting the Tenant's stored property, to repair the breakdown as soon as possible; (vi) in other exceptional situations and in other situations specified by law, the Rental Contract or the General Terms and Conditions;
  - The Unit will be accessible every day, 24/7 insofar as possible and if Rent has been paid; access may otherwise be denied in case of a mechanical breakdown of a gate or door, or in other extraordinary instances for which the Landlord is not liable, including if a competent authority prevents access;
  - Access to the Unit, including a personal access code, will be provided upon payment of the rent for the first billing period;
  - If the Tenant leaves the Unit unsecured with the Tenant's padlock, the Landlord will, for security reasons, block access to the Unit with its own padlock. The Landlord's padlock will be removed on the Tenant's request during the reception office hours. The above provision does not apply to Units with an electronic lock.
- keep the Unit in an appropriate condition for the agreed use by:
  - monitoring the Building where the Unit is located on a continuous basis insofar as is possible;
  - cleaning the common areas in the Building;
  - ensuring the supply of electricity for lighting the common areas in the Building insofar as is possible;
- change the access code at the request of the Tenant. A change of the access code at the request of the Tenant is subject to a fee as indicated in the Additional Services Price List. An access code may be changed only during the opening hours of the front desk in the Building where the Unit is located. A new access code is provided to a Tenant in person. In the case of Tenants who are not individuals, a new access code is provided personally to a legal representative of such entity; where applicable the Tenant may change their access code online while logged into their customer account;
- provide the Tenant, where possible, with a parking space in front of the building where the Unit is located, however:
  - (i) only for carrying the property into and out of the Unit; and (ii) for up to 120 minutes in a single visit, and the engine of the vehicle occupying the parking space is turned off;
  - in the event the Tenant fails to comply with the rules of providing parking spaces referred to above, the Landlord may charge the Tenant a fee for use of a parking space in accordance with the Main Price List.

## CLAUSE 3 TENANT'S OBLIGATIONS

The Tenant is obliged to:

- use the Unit as intended, in accordance with the law, the Rental Contract, and the General Terms and Conditions;
- insure his or her property stored in the Unit in accordance with either Clause 5 or Clause 6 of the General Terms and Conditions;
- empty the Unit by the last day of the lease subject to the condition that:
  - for each day of delay in performing this obligation, the Landlord may charge compensation for non-contractual use of the Unit, in proportion to the amount of the last rent increased by 100%;
  - in any case where the Landlord is entitled to a statutory lien on the property stored in the Unit, the Landlord may object to the Tenant's collection of the property both during and after the expiry of the lease. An objection to the collection of Property can be raised or imposed in particular as described in Clause 7.11.2 of these General Terms and Conditions;
  - in case the Tenant fails to empty the storage unit by the end of the last day of the lease, the Tenant authorises the Landlord to empty the storage unit and place the Tenant's property at the Tenant's expense in another storage unit, located in the same or another building, following the procedure specified in Clause 11 of the General Terms and Conditions; however, the Landlord shall not be obliged to move the property;
- maintain cleanliness of the property stored in the Unit and keep the Unit and the Building in order, and also remove at their own expense any rubbish, including packaging, and not use for this purpose the existing bins in and around the Building, which serve the purposes of the Landlord only, in particular the Landlord's staff. If the Tenant fails to comply with this obligation, the Landlord may charge the Tenant for the cost of cleaning or repairing the Unit;
- refrain from introducing any construction changes and installing any equipment in the Unit without prior written consent of the Landlord;
- refrain from sub-letting the Unit without prior written consent of the Landlord;
- comply with any applicable laws in connection with the use of the Unit, including internal, fire, sanitary and health and safety regulations, where applicable;
- pay the rent and other fees referred to in the Rental Contract, the General Terms and Conditions or the Main Price List or Additional Services Price List by their due dates;
- immediately (no later than within 7 days of such a change) inform the Landlord of any changes to the details given in the Rental Contract, any changes to the name, surname, company, place of residence, registered office, legal status, bank account, contact telephone numbers, email address, Tax ID (NIP), REGON statistical number or the fact of being an active VAT payer with respect to the Rental Contract;
- secure the access to the Unit with a padlock or, for Units with an electronic lock, make sure the Unit door is closed and securely locked when leaving the Unit; Units that are not locked securely by the Tenant might be secured by the Landlord and the Administration Fee will be charged to the Tenant. The Landlord's activity to secure the Unit shall not vary the principle that the Tenant is solely obliged to secure the access to the Unit;
- secure the access code and not disclose it to any unauthorised person;

- 12) immediately inform the Landlord of any loss, theft or unauthorised disclosure of the access code, as well as of any suspicion of the above, and ask for the code to be changed in accordance with Clause 2.3 of these General Terms and Conditions;
- 13) in the event of a force majeure event that could affect the Unit, bring risk of damage to the Unit or prevent the Tenant from using the Unit, the Tenant shall make the Unit available to the Landlord, or a person authorised by the Landlord in a manner and for the time necessary to restore the Unit to agreed state or remove the cause preventing the Tenant from use of the Unit. In the case referred to above, the Tenant shall not be entitled to compensation for the restriction of the right to use the Unit for the period during which the Tenant could not use the object of lease;
- 14) by the end of the last day of the lease, at the latest clean up and clean the Unit. In the event of failure by the Tenant to comply with this obligation, the Tenant will be charged for the cost of cleaning the room or disposal of anything left in the room after the end of the Rental Contract;
- 15) on termination of the Rental Contract, hand over the Unit to the Landlord in the same condition as at the beginning of the Rental Contract, allowing for normal wear and tear.

#### **CLAUSE 4 ACCESS CODE**

1. The Tenant shall be responsible for keeping their personal access code secure.
2. Any person with the personal access code will be considered authorised by the Tenant to use the Unit, subject to section 4 below.
3. Should the Tenant entrust the personal access code to a third party, they will be responsible for the actions or omissions of such party as for their own actions and omissions.
4. Any loss or suspected loss of the personal access code shall be immediately reported by the Tenant to the Landlord and the notification will be effective only if made:
  - 1) in person or by telephone to the Landlord's staff in the reception, during opening hours, of the Building where the Unit is located;
  - 2) in writing to the Landlord's address, and the notification will take effect from the date on which it is delivered to the Landlord; or
  - 3) by email sent to the Landlord's email address given together with the Landlord's details at the beginning of the Contract, and in the event that such notification is sent outside of the opening hours of the front desk in the Building, the notification will take effect on the next business day, from the start of reception opening hours;
5. The Landlord shall not be liable to the Tenant for any use of the personal access code by a third party without the Tenant's consent.
6. The Landlord shall change the access code in accordance with Clause 2.3 of these General Terms and Conditions immediately after being notified of its loss or compromise by the Tenant.

#### **CLAUSE 5 LANDLORD'S INSURANCE**

1. The Landlord declares that it has entered into a group insurance agreement, which states that the Tenant may join that insurance scheme and which may cover the Tenant's property stored in the Unit in accordance with the rules defined in the general terms and conditions of that insurance. The general terms and conditions of insurance were presented to the Tenant prior to signing the Rental Contract and the Tenant shall be notified of any change thereof introduced by the insurer in accordance with section 6 below.
2. If the Tenant decides to join the insurance scheme referred to in section 1 above, they shall be deemed to have fulfilled the obligation referred to in Clause 3.2 of the General Terms and Conditions for the period of that insurance coverage, i.e. for the period of the Tenant's timely payments of the Insurance Fee. A request for covering the property stored in the Unit with insurance should be submitted no later than before the Contract is signed or prior to the expiry of the insurance coverage taken out independently by the Tenant. Where the Tenant is covered by the insurance referred to in section 1 above, the Tenant will be obliged to pay the Landlord the Insurance Fee in accordance with the Main Price List.
3. The Insurance Fee will be paid together with the Rent in accordance with the rules specified below in Clause 7.4 of these General Terms and Conditions.
4. The amount of the Insurance Fee in a given insurance coverage period may change if the premium paid by the Landlord to the insurer for the group insurance scheme joined by the Tenant changes. The Landlord will inform the Tenant of any change to the Insurance Fee by means of electronic communication, as specified in the Rental Contract. A change of the Insurance Fee will become effective for the Tenant starting from the billing period immediately following the billing period in which the Tenant received information about the increase in that fee, provided that within 14 days of receipt of the information the Tenant does not give notice (i) of opting out of the group insurance under the insurance agreement signed by the Landlord (which will result in the Tenant's obligation to present the copy of the policy referred to in Clause 6 below, with a validity period that guarantees the continuity of insurance of the Tenant's property); or (ii) of termination of the Rental Contract. Where the Tenant fails to exercise any of the rights above, the Tenant will be covered by the insurance on the changed terms and conditions.
5. The Tenant acknowledges that the Landlord's insurance is taken out for periods of 12 months and, subject to section 6 below, is renewed each year by the Landlord, and the terms and conditions of that insurance in subsequent years, including the insurance premium and therefore the Insurance Fee, may change. Should the terms and conditions of the insurance change, and hence the Main Price List, the new terms and conditions will be sent to the Tenant, provided that the Tenant is covered by that insurance scheme, by email, sent to the email address indicated in the Rental Contract. In the event that the Tenant decides not to accept the changed terms and conditions of insurance, the Tenant may, within 14 days of receipt of information about the change of the terms and conditions: (i) inform the Landlord that they opt out of the Landlord's insurance, which will result in the Tenant's obligation to present the copy of the policy referred to in Clause 6 below, with a validity period that guarantees the continuity of insurance of the Tenant's property; or (ii) terminate the Rental Contract in accordance with Clause 9 of these General Terms and Conditions. Where the Tenant fails to exercise any of the rights above, the Tenant will be covered by the insurance on the changed terms and conditions.
6. The Landlord is not obliged to renew the existing policy or to take out another policy covering property stored in its Units in subsequent insurance periods. If the Landlord opts out of the insurance, it shall inform the Tenant of that fact, provided that the Tenant's property is covered by that insurance. The Tenant will then be obliged to deliver the copy of the policy referred to in Clause 6 below before the end of the current insurance period, and the new insurance period must ensure insurance continuity.

Alternatively, the Tenant may terminate the Rental Contract in accordance with Clause 9 of these General Terms and Conditions and the notice of termination should be given within 14 days of receipt of information about the Landlord opting out of further group insurance.

7. The Tenant hereby authorises the Landlord to take the following steps in the situations described in section 4, 5 and 6 above:
  - 1) in the situations referred to in section 4 or 5 above: in the event that the Tenant opts out of the group insurance and fails to deliver a policy for the period immediately following the period covered by the group insurance – to cover the Tenant's property with the group insurance on the changed terms and conditions with the Tenant being obliged to pay the applicable Insurance Fee, without the need to send a separate notification of this to the Tenant, and if the Tenant does not consent to being covered by the insurance, they may terminate the Rental Contract in accordance with Clause 9 of these General Terms and Conditions within 14 days from the date on which the Tenant learns about being covered by the group insurance;
  - 2) in the situation referred to in section 6 above: in the event that the Tenant fails to deliver a policy for the period immediately following the period covered by the group insurance, to terminate the Rental Contract without notice.

#### **CLAUSE 6 TENANT'S INSURANCE**

1. Unless the Rental Contract or the General Terms and Conditions state otherwise or the property stored in the Unit is covered by insurance in accordance with Clause 5 above, the Tenant shall insure the property stored in the Unit against fire, theft and other fortuitous events, and the Landlord should be indicated as an insured person alongside the Tenant.
2. Providing proof of the insurance agreement – the policy, together with proof of full payment for it – is a condition of access to the Unit.
3. If the Tenant takes out their own insurance of the property stored in the Unit, the Tenant shall:
  - 1) sign an agreement for the insurance of the property stored in the Unit no later than on the date of signing the Rental Contract;
  - 2) maintain the insurance agreement for the whole duration of the lease;
  - 3) deliver a copy of the insurance agreement and the insurance policy together with proof of premium payment to the Landlord at the latest on the date of signing the Rental Contract;
  - 4) deliver a copy of the valid insurance agreement and the valid policy (and present the original) together with proof of premium payment to the Landlord upon any request;
  - 5) inform the Landlord immediately of any amendments and annexes to the insurance agreement;
4. In case the Tenant fails to fulfil the obligation referred to in section 3.1-5 above, the Tenant authorises the Landlord to:
  - 1) cover the Tenant's property with insurance on terms and conditions arising from the currently valid group insurance agreement signed in accordance with Clause 5.1 of the General Terms and Conditions, with the Tenant being obliged to pay the Insurance Fee in line with the rules described in Clause 5.3 of the General Terms and Conditions, without the need to send a separate notification of this to the Tenant, and if the Tenant does not consent to being covered by the insurance, they may terminate the Rental Contract in accordance with Clause 9 of these General Terms and Conditions within 14 days from the date on which the Tenant learns about being covered by the group insurance;
  - 2) withhold the Tenant's access to the Unit until the above obligation is fulfilled or the Landlord exercises its right specified in point 1 above;
  - 3) in the event of failure to fulfil this obligation under the circumstances referred to in Clause 5.4, 5.5 or 5.6 of these General Terms and Conditions, the Landlord may also terminate the Rental Contract without notice, in accordance with Clause 9.2 of the General Terms and Conditions.
5. The insurance of the property must also cover any period of non-contractual storage of the property in the Unit or in another place where the property has been moved.
6. In the event that the Tenant fails to provide the Landlord, no later than on the date of commencement of the period of non-contractual storage of goods in the Unit, with a document confirming insurance of the property brought to the Unit, the Landlord shall insure the Tenant's property brought to the Unit at the Tenant's expense.

#### **CLAUSE 7 RENT AND FEES**

1. The Tenant is obliged to pay the Rent and other fees as specified in the Rental Contract or the General Terms and Conditions or the Main Price List or Additional Services Price List
  - 1) The Rent is payable for an indefinite period on a monthly cycle starting on the first day of the term of the contract and ending on the day preceding the same day in the following month, and if there is no such day in the following month, ending on the last day of the month. For example, a contract starting on the 31<sup>st</sup> of a month would have the monthly period ending on the 28<sup>th</sup> or 29<sup>th</sup> or 30<sup>th</sup> for months shorter than 31 days. An invoice will be issued no later than 21 calendar days prior to the start of each subsequent billing period and is payable within 14 days.
2. The Tenant undertakes to pay the Rent and the Insurance Fee in advance and no later than 7 calendar days before the first day of each billing period.
3. Other fees, including Administration Fees, fees for additional services or contractual penalties, as indicated in an invoice, are payable within 14 days of the date of the invoice. The provisions of section 2 are not applicable to these fees.
4. The Landlord will make entering into a contract contingent on payment of the Rent and other fees, in particular the Insurance Fee, in advance for the first billing period of the Contract.
5. The Landlord may increase the Rent by giving a Rent increase notice at least one billing period in advance, and:
  - 1) the first increase in the Rent may not take place earlier than after the first 3 months of the term of the Contract;
  - 2) any subsequent increase in the Rent may happen not more often than every 3 months;
  - 3) in the Rent increase notice the Landlord must specify the date from which the new Rent takes effect;
  - 4) at least one full billing period must pass between giving a Rent increase notice and the effective date of the increase;
  - 5) if the Tenant does not agree to a Rent increase, they may serve the Landlord notice of termination of the Rental Contract; and

- 6) any termination notice must be served via email or electronically via the Tenant's website, in the relevant Tenant customer account section, and no later than the last day of the current billing period;
6. Where the Tenant is late with payment of the Rent or other fees, the Landlord may charge interest for late payment at the maximum rate specified in Article 359(21) of the Civil Code and may charge corresponding Administration Fee.
7. The first Rent is payable at the time of signing the Rental Contract.
8. The Tenant's payments will be credited for covering the Tenant's liabilities in their maturity order, starting with the earliest.
9. The Landlord will issue invoices covering the Rent and other fees within time limits resulting from law. Failure to deliver an invoice before the payment deadline does not release the tenant from the obligation to pay the Rent and the Insurance Fee.
10. If payment of Rent or any other fee exceeds 14 days, counting from the date on which the oldest liability fell due, the debt may be referred to an external company for collection.
11. Where payment of Rent or any other fee is late, the Landlord shall have the right to:
  - 1) block access to the Unit. The Landlord will also charge the Administration Fee as specified in the Main Price List;
  - 2) the Landlord may also refuse to hand over the property stored in the Unit, due to its statutory right to a lien and within the limits of such right.
12. When access to a Unit with a sliding latch has been blocked by the Landlord in accordance with its statutory right to a lien, by adding its own padlock on the latch, the Landlord will only remove the padlock, and on a business day during reception opening hours, after all Rent and any other fees due have been paid by the Tenant.

#### **CLAUSE 8 TERM OF THE CONTRACT**

1. The Contract is signed for an indefinite term. The Contract enters into force after an advance payment of the Rent for the first billing period.
2. On termination of the Rental Contract, if the Tenant fails to empty the Unit and, if applicable, to remove their padlock by the last day of the term of the Rental Contract, it is deemed that the Tenant uses the Unit non-contractually.

#### **CLAUSE 9 TERMINATION**

1. The Tenant or Landlord may terminate the Rental Contract, with a notice period effective at the end of the next billing period after the current billing period in which the notice was served to the other party.
2. The Landlord, in the event of gross violation by the Tenant of its obligations under the Rental Contract or General Terms and Conditions, shall have the right to terminate the Rental Contract without observing the notice period referred to above.
3. In addition to situations arising from law that entitle the parties to terminate the contract, the Landlord is entitled to terminate the Rental Contract without notice for important reasons, i.e. in particular if:
  - 1) the Tenant uses the Unit contrary to the Rental Contract;
  - 2) the Tenant seriously disturbs the peace, order or jeopardises the safety of the Building or its immediate surroundings;
  - 3) the Tenant does not have valid insurance for the property in the Unit;
  - 4) the Tenant fails to pay fees other than the Rent on time;
4. The Landlord may terminate the Rental Contract without notice in the event of non-payment of Rent for two billing periods.
5. A letter of termination may be sent to the other party by email.
6. The above provisions are without prejudice to the parties' right to terminate the contract in cases provided for by law.

#### **CLAUSE 10 UNIT DOOR SECURITY**

1. Unit doors are fitted with either a manual sliding latch or an automatic lock device.
2. Unit doors fitted with a manual sliding latch:
  - 1) must be secured with a padlock by the Tenant in order to prevent third party access.
  - 2) The latch has two holes for padlocks, one of which is for the Tenant's padlock and the other which allows the Landlord to block access to the Unit with another padlock, which may take place in situations indicated in the General Terms and Conditions.
  - 3) The hole designated for the Landlord will be used within the limits of its right to block access to the Unit in the situation referred to in Clause 7.11.1 of the General Terms and Conditions. In such situations, the Landlord may fit its own padlock.
3. The Tenant shall not block both holes on a sliding latch. If the Tenant fails to comply with this requirement, the Landlord has the right to remove one of the Tenant's padlocks and may charge an Administration Fee as specified in the Main Price List. The contractual penalty does not preclude compensation exceeding the amount thereof.
4. Unit doors equipped with an electronic lock:
  - 1) The Landlord may block access and exercise its lien rights on the Unit by preventing operation of the electronic lock and charge an Administration Fee if the Tenant fails to pay Rent or other fees by their due date, as described in section 7.11.1 of the General Terms and Conditions.

#### **CLAUSE 11 EMPTYING THE UNIT BY THE LANDLORD**

1. Prior to exercising the right to empty the Unit and move the Tenant's property to another place, referred to in Clause 3.3.c of these General Terms and Conditions, the Landlord shall:
  - 1) email the Tenant, to the Tenant's email address given in the Rental Contract, a request to empty the Unit, setting an additional period of 7 days for it, provided that after this period the Landlord will be entitled to place the Tenant's property in another Unit, the location (address) of which will be given in the request and which should not be farther than 30 km from the Unit;
  - 2) secure the Tenant's property during transport and storage in another Unit;
  - 3) document the transport of the property to another Unit by a report and photographs or a video.
2. To empty the Unit, the Landlord will be entitled to remove the Unit padlock, if applicable, installed by the Tenant.
3. Placing the Tenant's property in another Unit of the Landlord is not synonymous with entering into a new rental contract, and the Tenant is not released from the obligation to empty immediately that Unit and pay the Landlord any costs related to moving and placing the Tenant's property into a new Unit and to compensation for non-contractual use of the new Unit.
4. The Tenant declares that the items brought into the Unit, in case they are not removed from the Unit after the expiration of 2 months from the date of termination of the Rental Contract, shall be left with the intention of abandonment. The above statement also includes emptying of the Unit and the transfer of the Tenant's belongings to another location in accordance with the procedure indicated in sections 1-3.

5. After the expiration of 2 months from the date of termination of the Rental Contract, the Landlord shall have the right to have the Unit cleaned of items, to which the Tenant agrees. The above statement also includes emptying of the Unit and the transfer of the Tenant's belongings to another location in accordance with the procedure indicated in sections 1-3.

#### **CLAUSE 12 GENERAL PROVISIONS**

1. The Landlord reserves the right to amend the General Terms and Conditions or the Main Price list. Reasons for changes include:
  - 1) new laws or amendments to existing law, new interpretation of law resulting from court decisions or decisions of other competent authorities, if those amendments prevent or seriously impede the performance of the contract under the existing terms and conditions;
  - 2) updates to the Landlord's IT systems which necessitate changes;
  - 3) changes to the Landlord's offer, including in particular additions or improvements to or cancellation of some existing services;
  - 4) any other change the Landlord may reasonably wish to make.
2. To implement changes to the General Terms and Conditions or the Main Price List, the Landlord will inform the Tenant of the amendments at least one billing period before their taking effect by sending the new content of the General Terms and Conditions or the Main Price List by email to the email address indicated in the Rental Contract.
3. If the Tenant decides not to accept the amended General Terms and Conditions or the Main Price List, they will have the right to give notice of termination of the Rental Contract in accordance with Clause 9 of these General Terms and Conditions within 14 days of receipt of the amended General Terms and Conditions. The Tenant's failure to give notice of termination of the Rental Contract in the above way will mean that they have agreed to the suggested amendments to the General Terms and Conditions or the Main Price List.
4. Any communication related to the performance of the Rental Contract may be sent to the Tenant by email to the email address indicated in the Rental Contract.
5. Unless otherwise stated in the Rental Contract, the General Terms and Conditions or the Main Price List, the Rent and other fees given therein include taxes.
6. The General Terms and Conditions and the Main Price List are an integral part of the Rental Contract.
7. In the event that the Tenant designates any third party as a contact person under the Rental Contract, it shall be obliged to fulfill the information obligation towards this person in accordance with Article 13 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 (GDPR), on behalf of the controller of personal data as stipulated in the Rental Contract.
8. In the case of any discrepancy between the Rental Contract and the General Terms and Conditions or the Main Price List, the provisions of the General Terms and Conditions and the Main Price List shall prevail.
9. The English version of the Rental Contract, the General Terms and Conditions and the Main Price List shall serve for information purposes only. The Polish language version of the Rental Contract, the General Terms and Conditions and the Main Price List shall be legally binding.