

# General Terms and Conditions as

of February 17, 2023

The lessee is aware that the lessor's employees are generally not authorized to make commitments or enter into obligations that go beyond or deviate from the content of the rental agreement. By making such promises or entering into such obligations, the lessor's employee exceeds his authority. This does not preclude the lessee and an authorized representative of the lessor from mutually agreeing to amend the rental agreement in writing.

## Article 1. Scope

- 1.1. The following General Terms and Conditions apply to all rental agreements between ILP GbR, Michael Reisert Vermietung und Verpachtung (hereinafter referred to as **the Lessor**) and the parties who rent compartments for the storage of goods (hereinafter referred to as **the Lessee**).

## Article 2. Purpose and scope of application

- 2.1. The tenant must inspect the compartment upon taking possession and report any damage or contamination to the landlord immediately. By using the compartment, the tenant acknowledges that it complies with the terms of the contract.
- 2.2. At the end of the contract, the tenant is obliged to return the compartment in the same clean and tidy condition as it was taken over. The tenant must agree in advance with the landlord on the use of special cleaning agents to remove dirt. The landlord may not arbitrarily refuse to give his consent.
- 2.3. The lessor provides the lessee with the rental property for a fee and grants the lessee the right to occupy and use the rental property in accordance with the agreed rental agreement. The property may only be used for the storage of permissible goods; use for other purposes is not permitted.
- 2.4. Under no circumstances shall the tenant acquire any legal or proprietary rights to the rental property.
- 2.5. The lessor shall not provide any services other than the provision of storage space; in particular, the lessor shall at no time act as administrator, custodian, or guardian of the rental property and the goods stored therein.
- 2.6. The lessee warrants that they are the sole owner of the stored goods and is liable for them. The lessee shall indemnify the lessor against any claims by third parties, in particular those relating to possession or property rights.
- 2.7. The tenant shall exercise the utmost care when using the rental property and shall keep it locked and clean at all times. When cleaning the rental property, waste or (parts of) goods may not be disposed of in the rental property or in the landlord's business premises. In the event of a violation, the lessor may demand penalty payments of at least €20 per item. In addition, a fee of at least €30 per m<sup>3</sup> may be charged for cleaning incurred by the lessor. Both parties are entitled to prove that the damage was minor.
- 2.8. By signing the contract, the tenant confirms that they have read, understood, and accepted the general terms and conditions and the associated safety guidelines.
- 2.9. The tenant is fully liable for any actions of persons who have access to the rental property and use the tenant's chip key for this purpose. All obligations incumbent on the tenant also apply to these persons.
- 2.10. The tenant undertakes to use the property with consideration for the storage rooms in the immediate vicinity and, in particular, to avoid disturbances of any kind (noise, odor, and sound emissions, water damage, etc.) or to take appropriate precautions to prevent them.
- 2.11. The following uses of the rental property are not permitted:
  - as a workplace
  - for commercial activities as a registered company headquarters or seat of a company
  - any illegal, criminal, immoral activities or those related to tax evasion
  - electronic devices in the rental property (unless the use has been expressly approved in writing by the landlord)
  - Permanent installation of objects (subject to express written permission from the landlord)
- 2.12. The following goods may not be stored (list not exhaustive):
  - Goods of particularly high value, such as works of art, jewelry, furs, collectibles, and goods of particularly high sentimental or special value
  - Cash, securities, stocks, etc.
  - Goods that emit smoke or odors
  - Waste material or garbage (especially organic/toxic products)
  - Any kind of living creature
  - Food and other perishable goods that do not have appropriate secure packaging
  - open containers with seeds or garden soil, straw
  - weapons, explosives, or ammunition
  - Any illegal substances, such as drugs, illegal items, contraband, or stolen goods
  - Asbestos in its original or processed form
  - (Artificial) fertilizers
  - Gas cylinders and batteries
  - Fireworks
  - Car wrecks, functional vehicles only under the conditions that the renter provides for storage on a suitable surface that protects against oil leaks, a minimum tank filling, and comprehensive, separate insurance coverage
  - Combustible or flammable substances
  - Any other toxic, flammable, or explosive substances (gases, paints, spray cans), oxidizing, harmful to health, corrosive, pathogenic, mutagenic, toxic to reproduction, environmentally harmful substances, heavy metals, and environmental toxins
- 2.13. In the event of a culpable violation, the lessee shall compensate the lessor for any resulting damages. The lessor also reserves the right to take legal action. In addition, the lessor reserves the right to inform the competent authorities in this regard.
- 2.14. The lessor does not check the goods to be stored.
- 2.15. Opening hours; right of access: The tenant may access the storage rooms daily – 7 days a week – including public holidays, from 6 a.m. to 10 p.m. using the chip provided.
- 2.16. Temperature in the rented property: The landlord must ensure a minimum temperature of 8 degrees Celsius in the storage rooms. There is no air conditioning installed in the building; there is no entitlement to cooling.

### **Article 3. Safety instructions**

- 3.1. The tenant will receive a personal access chip. This must be used to enter the building. No other means of access to the rental property is permitted, nor is the transfer of the access chip to unauthorized third parties.
- 3.2. All doors, gates, and other access points must be kept closed at all times; this applies in particular to the respective rental property.
- 3.3. The person who failed to lock the gate/door properly shall be liable for any damage caused by unlocked doors, in particular the entrance gate and compartment doors.
- 3.4. Each tenant undertakes to familiarize themselves with the general emergency, safety, and fire safety rules, as well as the escape routes. Emergency exits must not be blocked by goods, waste, or similar items at any time. Emergency exits may only be used in an emergency; in the event of non-compliance, the tenant shall be liable for any costs incurred.
- 3.5. Smoking is prohibited throughout the entire storage area.

### **Article 4. Duration of the lease**

- 4.1. The rental agreement is concluded between the parties for an indefinite period or for the contractually agreed duration. The minimum rental period is 15 days.
- 4.2. Either party may terminate the contract at any time, effective on the 15th or at the end of the month (notice of termination must be received by the 15th or at the end of the month at the latest). Notice of termination must be given in writing.
- 4.3. Early termination of the contract is only possible by mutual agreement and in individual cases.
- 4.4. If the tenant benefits from discount agreements, the indefinite term pursuant to Section 4.1 shall be extended by at least the discount period. The discount granted shall only apply if the rent is paid on time. In the event of early termination (termination by Ihlagerplatz or by the tenant), any discounts granted up to that point shall be refunded.

### **Article 5. Discounts**

- 5.1 The discounts offered on the website apply exclusively to new customers.
- 5.2 The discounts granted expire automatically after the discount period.
- 5.3 Existing customers (after at least one year of rental) of Ihlagerplatz should contact the office directly if they wish to extend their discount.
- 5.4 The granting of discounts to existing customers is at the sole discretion of Ihlagerplatz.

### **Article 6. Rent, default, and transfer of ownership by way of security**

- 6.1. The rent and all other applicable fees are payable monthly in advance, no later than the first working day of each month. It is billed monthly in advance. If a direct debit authorized by the tenant cannot be executed or if the direct debit is reversed, the tenant shall bear the resulting costs of €12.50. These costs consist of bank charges and processing fees.
- 6.2. Upon signing the rental agreement, the tenant shall therefore be liable for:
  - the rent for the first month, provided that the tenancy begins before the 15th of the month.
  - The rent for the first two months, if the tenancy begins after the 15th of the month.
  - Service fees and costs incurred in the first month Costs for items purchased from the landlord
  - Deposit for box and chip, whereby the box deposit depends on the size of the box.
- 6.3. The parties agree that if the lease is concluded for an indefinite period, the rent may be increased by 3% on January 1 of the following year. In the event of an excessive increase in ancillary costs, the landlord is entitled to increase the rent by 5%.
- 6.4. If the tenant unilaterally changes the contract, terminates it by mutual agreement before the start of the contract, or does not enter into the agreed tenancy for other reasons without the landlord's consent, they are obliged to pay the rent and fees corresponding to a rental period of one month. If the tenant has already made an advance payment, the landlord will refund the remaining amount. The tenant is entitled to prove that the damage was less than this amount.
- 6.5. If the tenant is more than two rental periods in arrears, access to the rental property may be denied until the outstanding payments have been made. In addition, the landlord reserves the right to charge a processing fee of €10 for each necessary reminder. Furthermore, the tenant shall bear the costs incurred for collection, such as attorney's fees and collection agency fees.
- 6.6. The claim for payment of the outstanding rent and any other outstanding payments is not affected by this landlord's lien.
- 6.7. The lessee agrees that all goods stored in the rental property serve as security for the payment of rent and all other payments owed to the lessor and are therefore liable for all claims of the lessor against the lessee. Accordingly, access to the goods may be denied until payment has been received in full. The tenant further confirms that he is aware that he may lose ownership of the goods as a result of this provision of the goods as security.
- 6.8. If the lessee defaults on payment of an amount corresponding to twice the monthly rent owed, a transfer of ownership of the goods stored by the lessee with the lessor shall take effect (§ 929 BGB). At the same time, this entitles the lessor to extraordinary termination without notice.
- 6.9. If the stored goods have been transferred to the lessor as security (see section 5.8), the lessor is expressly entitled to sell these goods/items on the open market. In this case, the storage unit must be opened in the presence of two employees of the lessor, who must record the contents found in a report.
- 6.10. The Lessor reserves the right, within the scope of its lessor's lien, to transfer the goods stored by the Lessee to a specially secured compartment belonging to the Lessor.
- 6.11. The lessor shall then use the proceeds of the sale, including the costs of the sale, to settle its claims and prepare a statement of account. Any surplus shall be paid to the lessee. Alternatively, the lessor is also entitled to dispose of the goods at the lessee's expense. The lessee is hereby advised of the legal and economic implications of this paragraph.
- 6.12. Commercial customers: The commercial tenant declares that he is an entrepreneur within the meaning of Section 52 of the German Value Added Tax Act (UStG). The tenant undertakes to use the rental property exclusively for transactions that do not exclude input tax deduction. To this end, he shall provide the landlord with appropriate evidence upon request after preparing his annual financial statements.

### **Article 7. Rental property**

- 7.1. The rental property shall be handed over to the tenant in a proper and clean condition from the date specified in the rental agreement.
- 7.2. The information on the size of the rental property is estimated and corresponds to an average value of all comparable properties. Minor deviations between the estimated and actual size do not justify any claims by the tenant, in particular not for an adjustment of the rent.

- 7.3. The landlord reserves the right to provide the tenant with another rental property of the same or larger size at any time. This shall not incur any additional costs for the tenant.
- 7.4. The lessee has no claim to a specific rental property; the right to determine the actual rental property rests solely with the lessor and also includes the right to specify an alternative rental property after the start of the lease, to which the lessee must move their goods within 14 days of receiving notification from the lessor.
- 7.5. If no property of the agreed size is available on the contractually agreed move-in date, the lessor has the right and the obligation to provide another property suitable for the contractually specified use. If the lessee does not agree with the rental property due to the changed circumstances, they may alternatively withdraw from the contract without notice. Both parties exclude claims for damages of any kind.

#### **Article 8. Liability**

- 8.1. The use of the rental property for the storage of goods is at the sole risk of the tenant at all times. In particular, the tenant is responsible for selecting the goods to be stored; the landlord does not check the suitability of the goods for storage. The monitoring, maintenance, and care of the stored goods is the sole responsibility of the tenant. The landlord does not at any time provide a guarantee with regard to the monitoring of the warehouse or the rental property.
- 8.2. Any damage or loss to the stored goods shall be borne by the tenant. The landlord shall not be liable for this unless the damage was caused intentionally or through gross negligence by the landlord or its vicarious agents. The same applies to injury to life, limb, and health arising from the landlord's area of responsibility.
- 8.3. Any damage or defects to the rental property must be reported to the lessor immediately. The lessee undertakes to compensate the lessor for any costs, claims, liability claims, damages, or expenses incurred by the lessor as a result of the lessee's use of the rental property, including any claims by third parties or authorities in connection with misuse by the lessee.

#### **Article 9. Insurance of goods**

- 9.1. The renter must insure the stored goods/items against the usual risks such as fire, burglary, tap water, storm, and disaster control for a sufficient amount. The renter must provide proof of insurance at the start of the rental period.
- 9.2. The lessor has neither an obligation nor the possibility to verify a value specified by the lessor and is therefore not liable for any underinsurance.
- 9.3. If the tenant cannot provide proof of their own insurance, the goods will be insured automatically upon conclusion of the rental agreement. In this case, the tenant's goods/items will be insured for up to €4,000.00, depending on the size of the box. The costs of the insurance are to be borne by the tenant. This insurance is based on the insurance contract and the terms and conditions of the respective insurance company.
- 9.4. The location at Bleichstr. 20, 86153 Augsburg, is excluded from automatic insurance coverage.

#### **Article 10. Subletting and transfer**

- 10.1. The rental property may not be transferred in whole or in part by the tenant without the prior written consent of the landlord. Only the tenant who has become a party to the contract is entitled to use the rental property.

#### **Article 11. Maintenance**

- 11.1. The tenant must allow and tolerate measures and inspections carried out by the landlord for the purpose of maintaining, repairing, or renovating the rental property. If the tenant fails to comply with a timely request to temporarily vacate the rental property for this purpose and does not make the rental property accessible for the respective measures, the landlord is entitled to gain access himself and to move the stored goods himself with all due care, but at the tenant's risk, at short notice.
- 11.2. The tenant undertakes to take all necessary measures to prevent damage to the rental property at the expense of the landlord and third parties. If such measures are not taken despite a deadline being set and the landlord incurs damage as a result, the landlord is authorized to take the measures himself at the tenant's expense.

#### **Article 12. Access by the lessor**

- 12.1. The lessor and its vicarious agents shall only enter the rental property after giving timely notice and obtaining the tenant's consent.
- 12.2. In cases of imminent danger and emergencies, the obligation to give notice shall not apply and the lessor and its vicarious agents shall be entitled to enter the rental property even without permission. Imminent danger exists if there is a situation in which damage is likely to occur if no action is taken.
- 12.3. The landlord is therefore also entitled to enter the rental property without the tenant's permission if state or international official authorities demand access.

#### **Article 13. Breaches of duty by the tenant**

- 13.1. If the tenant fails to fulfill the obligations incumbent upon him under the rental agreement or violates the obligations incumbent upon him under other regulations, or if insolvency proceedings are opened against the tenant, the landlord reserves the right to terminate the agreement without notice and is entitled to payment of all costs incurred as a result.
- 13.2. The tenant shall be notified of the termination without notice and is obliged to collect his goods within 14 days of notification. If the tenant fails to do so, the landlord shall be entitled to sell or dispose of the goods.
- 13.3. The tenant shall reimburse the landlord for any costs and expenses incurred in connection with the enforcement of the rental agreement.

#### **Article 14. Termination of the rental agreement**

- 14.1. Upon expiry of the rental agreement, the tenant undertakes to vacate the rental property completely and return it by the agreed termination date (31st or 15th of the month) at the latest. If the box is not returned, the open-ended rental agreement shall come back into force.

- 14.2. The tenant also undertakes to return the rental property in a clean and unlocked condition, i.e. in the same condition as at the beginning of the rental agreement, whereby normal wear and tear will be taken into account by the landlord. If the tenant fails to comply with this obligation to restore the property to its original condition, they shall reimburse all costs and expenses necessary to restore the rental property.
- 14.3. Goods left behind by the tenant after the expiry of the rental agreement shall be deemed to have been transferred to the landlord. The tenant shall bear the costs of removing any goods left behind and shall also be liable for any costs and damage incurred in removing and transporting the goods. The landlord shall remain free to sell any goods left behind.
- 14.4. In the event of termination by the lessor, the application of § 545 BGB (German Civil Code) is excluded.

#### **Article 15. Notifications, change of address**

- 15.1. The landlord reserves the right, at its own discretion, to send notifications or other information to the tenant either by post or by email to the addresses specified in the rental agreement.
- 15.2. Changes to the tenant's address or other contact details must be communicated in writing without delay. Risks due to unavailability, non-deliverability, or resulting delays are therefore borne entirely by the tenant.
- 15.3. Upon conclusion of the contract, the lessee agrees to all correspondence being conducted by email.

#### **Article 16. Written form**

- 16.1. There are no other agreements that are not included in the rental agreement or these provisions. Changes or additions to the provisions actually agreed upon must be made in writing. This also applies to the cancellation of the written form clause.

#### **Article 17. Applicable law and place of jurisdiction**

- 17.1. The law of the country in which the lessor's rental property is located shall apply exclusively.
- 17.2. The place of jurisdiction for any disputes arising from the rental agreement is the location of the rental property, unless the lessor exercises its unrestricted right to bring an action before another court that also has jurisdiction.

#### **Article 18. Other provisions, severability clause**

- 18.1. Should one of the above provisions or one of the provisions of the rental agreement itself be wholly or partially invalid, the other provisions of the General Terms and Conditions and the rental agreement shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision and would therefore have been agreed upon by the parties.
- 18.2. The same applies in the event of a regulatory gap.
- 18.3. The disposal of waste, regardless of type and quantity, is not possible at any of the locations and is expressly prohibited. In the event of a violation, the person responsible for the waste must bear the full costs of disposal and may face administrative proceedings. This also applies to bins and containers.
- 18.4. Tenants expressly agree to the planned video surveillance in the future.