

GENERAL TERMS AND CONDITIONS

1 Object

- 1.1 For the term of the contract, the CUSTOMER benefits from a box intended for keeping, storing or archiving of his/her property. In return, the CUSTOMER agrees to prepay a monthly fee and to use the box made available in compliance with the terms and conditions of this contract and rules of procedure.
- 1.2 The term "COMPANY" used hereinafter means any company operating a self-storage site under the brand name, BLUE BOX.
- 1.3 The term "CUSTOMER" means the natural or legal person using the storage space in respect of which he/she has entered into a storage agreement with the COMPANY.
- 1.4 The storage of goods by the CUSTOMER shall be carried out without the COMPANY's knowledge of the nature, content, value or importance of the goods stored.

2 Contract Term

- 2.1 The Contract shall be concluded for a period of one (1) month with effect on the date specified in the Special Conditions. At the end of this period, the Contract shall be automatically renewed for a period of one (1) month unless terminated by either party by registered letter with acknowledgement of receipt or by hand-delivered letter countersigned by the other Party received at least fifteen (15) days prior to the effective date of termination.
- 2.2 Long-term contracts may also be signed (for a minimum of 6 or 12 months) on preferential terms. At the end of such contracts, the customer shall automatically continue his/her rental on a monthly basis unless:
 - 2.2.1 a written notice of termination is provided 15 days prior to the end date; or
 - 2.2.2 the customer announces his/her intention to renew the contract on a long-term basis.
- 2.3 Please note that in order to validate your contract on the day you visit our office, you are required to bring:
 - ✓ Valid proof of identity (passport/resident permit)
 - ✓ Proof of address dated within 3 months
 - ✓ Security deposit (one month's rental charge)
 - ✓ Proof of identity of other party (passport/resident permit)
 - ✓ BOX insurance
- 2.4 For companies:

- ✓ Business and VAT Registration Certificates
- ✓ Proof of identity of the manager or Chairperson
- ✓ Proof of address dated within 3 months
- ✓ Proof of identity of other party (passport/resident permit)
- ✓ Security deposit (one month's rental charge)
- ✓ BOX insurance

2.5 For the execution of this Contract and all its consequences, the parties elect domicile at the addresses respectively indicated by them at the header level of the contract. Notifications will also be considered as valid when sent to such addresses. Each party undertakes to inform the other party without delay, by registered letter with acknowledgement of receipt, in case of change of address.

3 Terms of Use of the Box and Obligations

- 3.1 The customer, who knows the Box for having seen and visited it without having expressed any reservation, agrees to take it in its condition at the time of taking possession and not to raise any objection in this respect. Similarly, the customer agrees not to exercise any remedy against Blue Box with regard to the facilities and equipment and/or shortcomings, flaws/apparent or hidden defects of the box.
- 3.2 The customer has 24/7 access to his/her box except in case of adverse weather, accidental event or temporary technical problem, without liability to Blue Box for the possible consequences of such hazards. The box is accessible through the use of a code and a card and/or fingerprint. Any user who has forgotten the access code must contact us during office hours to obtain another code. The customer must enter his/her access code and/or use his/her fingerprint each time he/she enters and leaves the site and deny access to any person behind him/her without having entered their code and/or used their fingerprint. The CUSTOMER shall ensure that any door/access gate to the site is fully closed behind him/her.
- 3.3 The Customer may purchase a padlock from our reception desk or bring his/her own padlock. He/she is the only person to have possession of the key and is therefore solely responsible for the safekeeping of the key of the padlock giving access to the box. BLUE BOX is hence not responsible for a third party accessing the box with the Customer's key or theft of property and goods about which the CUSTOMER may complain.
- 3.4 BLUE BOX shall not be responsible for checking that the Box is closed and shall not, under any circumstances, be held liable if the CUSTOMER did not close or improperly closed his/her box. In case of loss of keys requiring the Company to break the lock or padlock, the intervention will be charged at 2,500 rupees.

- 3.5 The CUSTOMER agrees to use the Box personally and in accordance with the object of the Contract. As such, he/she undertakes to abstain from carrying out any noisy, hazardous, illicit, illegal, unsafe activities and/or activities that may affect the building and/or people in the box, and more generally in the building.
- 3.6 The CUSTOMER undertakes not to leave all or part of his/her property or equipment outside the box. He/she also undertakes not to leave any waste outside the box, in the corridors or other common areas outside or inside the building. Otherwise, BLUE BOX will charge a fee for unauthorised dumping of refuse of a minimum of 1,000 rupees per item as well as removal fees (a minimum fixed amount of 1,500 rupees per m³).
- 3.7 It is prohibited to live, take up residence, establish a fixed or ad hoc domicile in the Box. It is expressly prohibited to carry out any retail activity in the box or to attach the box to any such retail activity, business, craft, profession or other occupation. The Customer shall not be entitled to claim any right to security of tenure or housing or property rights, in particular commercial rights.

Storage Prohibition

- 3.8 It is forbidden to store any hazardous goods or products in the Box: explosive, oxidant, toxic, caustic or corrosive, flammable, harmful or irritant, contaminant, volatile, carcinogenic, mutagenic or environmentally hazardous products. This prohibition shall also apply to prohibited products, products that are prohibited from sale and regulated storage products as well as stolen or smuggled goods, jewellery, furs, collectibles and any liquids that may leak from their containers (e.g. oil in a deep fryer, herbicide in a spray bottle, opened household products...) Examples of products that are prohibited from storage: drugs, cash, weapons, ammunition, fireworks, radioactive products, compressed and/or liquefied gas, tar, LPG, hydrogen, acetylene, propane, butane, hair lacquer, car paint, kerosene, fuel of any type, benzene, acetone, methylated spirits, turpentine, white spirit, paint, paint remover and thinner, toluene, wood varnish and preservatives, strong acids, perchloric acids, peroxide, chlorates, saltpetre, caustic and descaling products, artificial fertilisers, pesticides, herbicides, ammonium nitrates, sodium nitrate, potassium nitrate, mineral and vegetable oils, waste of any kind, batteries, vegetable fibres (except clothing), asbestos, land vehicles, removed and attached batteries...
- 3.9 It is also forbidden to store perishable goods, live or dead animals, toxic and hazardous products, flammable products, volatile products, weapons, ammunition, explosive materials, products that are prohibited from sale and regulated storage products. The COMPANY reserves the right to refuse the storage of any goods, object or liquid that it considers inappropriate and to take all necessary measures to move them away from the building in the event that the CUSTOMER fails to carry out the COMPANY's wishes. More generally, the CUSTOMER agrees not to store any property which may damage or affect in any way the box, the building or other property stored in the building. The

Company is not required to verify the nature of the goods and contents of the Box, which is under the sole responsibility of the CUSTOMER.

- 3.10 It is forbidden to use generators or power generation devices. It is also forbidden to affix posters, boards or signs within the site.
- 3.11 It is forbidden to drill holes, paint or make modifications to the walls of the box. The latter shall be returned in a complete state of cleanliness.

Safety Rules

- 3.12 The CUSTOMER agrees to store the goods in accordance with applicable safety instructions and any instruction or direction given by Blue Box with regard to safety, fire and more generally, access to the building.
- 3.13 Smoking is forbidden within the Blue Box site. The CUSTOMER will make sure to keep the Box in perfect condition. He/she undertakes to replace or repair, with the prior agreement of BLUE BOX, and to refund the Company on first demand for any damages and/or deterioration caused to the Box, the building, the property or equipment of BLUE BOX or other customers' property. The CUSTOMER undertakes to keep the Box permanently closed except for the time necessary to enter or remove goods.
- 3.14 The Customer undertakes to follow the safety and fire protection instructions. It is forbidden to block or obstruct the emergency exits, fire extinguishers and smoke detectors.
- 3.15 In case of non-compliance with the safety instructions, including alarm procedures, leading to the intervention of the security firm, the Customer will be charged 5,000 rupees for each intervention. The CUSTOMER undertakes to cooperate with the security firm and comply with any request from the latter to verify his/her identity and right to be present on the site.

Company's Access to the CLIENT's Box

- 3.16 BLUE BOX reserves the right, after formally notifying the Customer, to enter the Box for the purpose of performing maintenance or repair work or any necessary changes, or to verify that the use of the Box is consistent with the terms of this Contract. The Company may enter the box without notifying the Customer and open the lock in case of force majeure or in response to a request from the police, fire services, gendarmerie or any authority for the enforcement of a court decision, or to verify, in case of justifiable doubts, that the Goods are not hazardous, illicit or likely to cause damage to the Box, adjoining boxes, the building or people.

Goods Acceptance

- 3.17 The CUSTOMER is solely responsible for receiving or sending goods stored in his/her box. The Company may refuse any delivery to the site if the CUSTOMER is not present or has not expressly mandated the COMPANY in writing to receive the goods on his/her

behalf. If the COMPANY has been expressly mandated to receive the goods, the CUSTOMER shall be notified of their receipt at the BLUE BOX site.

Handling Equipment

3.18 BLUE BOX provides a limited amount of handling equipment to the CUSTOMER. The Customer shall bear sole responsibility for any borrowed equipment and must monitor and control such equipment. The COMPANY shall in no event be held liable for any damages caused by the equipment in the custody of the Customer, who undertakes to place the equipment in the intended location after use.

4 Invoicing and Payment

Fee

4.1 The fee for the provision of Box storage space is payable from the first day of provision until the effective handover of the box.

4.2 Electronic invoicing may be used with the agreement of the CUSTOMER.

4.3 To stop invoicing, the CUSTOMER must sign the box return form and remove his/her padlock. Failing this, invoicing will continue with full force.

Price

4.4 The current pricing conditions are those into force at the time of the contract signature and may vary according to the rented surface and expected duration.

4.5 The storage charge (excluding any applicable taxes) will remain unchanged for the first 6 months of the Contract. After that period, Blue Box reserves the right to periodically review the charges and fees provided that Blue Box gives 30 days' notice of the reviewed charges and fees to the Customer.

Security Deposit

4.6 A non-interest-bearing security deposit equivalent to one month's rental charge will be requested at the time of the contract signature. The deposit will be cashed and returned within 14 days after the termination of the contract by either party, provided that the Customer has paid all charges (fees, charges, costs, arrears...) and complied with all general terms and conditions. Otherwise, BLUE BOX reserves the right, at any time, to recover any unpaid amount by the Customer from the deposit sum. Similarly, if the Customer does not return his/her Box in the same condition as initially provided, the cost of any necessary remedial work can be deducted from the security deposit.

Payment Method

4.7 Payment is accepted by bank transfer, cheque or cash with monthly invoicing. For contracts commencing between the 1st and 15th day of the month, the CUSTOMER shall be requested to pay a prorated charge for the month in progress and for contracts

commencing on or after the 16th day, the CUSTOMER shall pay a prorated charge for the month in progress and the charge for the following month. In both cases, these charges and any ancillary costs (materials, insurance...) are payable at the time of contract signature. Thereafter, the CUSTOMER agrees to pay the monthly charge on the 1st day of each month. The invoicing period shall be calculated on a pro rata basis if the contract end date falls during the course of a month.

Late Payment

- 4.8 Late payment penalties equal to 12% per annum shall be due from the 15th (fifteenth) day after the invoice date and shall apply to the full amount due.
- 4.9 In addition, the CUSTOMER shall pay the COMPANY a fixed compensation of 500 rupees for collection costs.
- 4.10 If the CUSTOMER fails to pay the monthly charge for one month, the COMPANY shall send him/her a formal notice by registered mail with acknowledgement of receipt. Where the formal notice remains without effective response, in all or in part, within 8 days following the first presentation of the letter, the COMPANY may terminate this Contract as of right by registered mail with acknowledgement of receipt. In addition, the COMPANY may suspend the execution of its contractual obligations until full payment of the charges and amounts due.
- 4.11 The COMPANY reserves the right to refuse access to the Customer in case of late payment.
- 4.12 Any legal action shall fall within the jurisdiction of a competent Mauritian court, and all expenses incurred shall be paid by the CUSTOMER.

Insurance Premium

- 4.13 If the CUSTOMER enters into the insurance contract proposed by the COMPANY as described in the "INSURANCE" section below, he/she undertakes to pay the insurance premiums on the due dates laid down in the contract as mentioned on the policy certificate.

5 Insurance

Compulsory Insurance

- 5.1 During the entire term of the Contract, the CUSTOMER shall purchase and maintain an insurance policy from a reputedly solvent insurance company providing protection for the goods stored in his/her Box against all risks, including: theft, fire, explosion, water damage, risks connected with the use of the Box. Failing this, any damage or theft of his/her goods shall be for the risk and account of the CUSTOMER. Such insurance must include a waiver releasing the owner of the building, BLUE BOX, their insurers and Customers from any liability for any material and/or immaterial damage, whether consequential or not, regardless of origin.

Blue Box Insurance

- 5.2 Blue Box provides an insurance policy on preferential terms that the CUSTOMER can choose to purchase or not.
- 5.3 The Customer may purchase his/her own insurance policy; he/she is however requested to provide proof of insurance at the time of the contract signature.
- 5.4 The Customer deals directly with the insurer and his/her insurance premium shall be charged accordingly. Any delay of payment will lead to a non-renewal of the insurance policy under the conditions set by the insurer.
- 5.5 The Customer acknowledges that his/her goods are stored under his/her liability, at his/her own risk and his/her own expense.
- 5.6 In the event of a claim, the insurer may decide to change the general terms and conditions and/or deductibles of this contract. If these new terms are no longer in line with the Customer's wishes, the latter may terminate his/her contract and provide proof of personal insurance to the Company.

6 Reservation or Modification of the Box

- 6.1 The CUSTOMER can make a reservation for a storage location to be provided within one month from the reservation date.
- 6.2 For a remote reservation (online or by phone) by the CUSTOMER in his/her capacity as a consumer, the latter has three working days to confirm or exercise his/her right of withdrawal to cancel the reservation. The reservation will be automatically cancelled after the three-day period expires.
- 6.3 If the CUSTOMER advances or postpones the effective date of provision of the BOX, charges should not apply in accordance with Section 6.1.
- 6.4 It is specified that in all cases of cancellation or modification, the insurance premium paid by the CUSTOMER for the period in progress cannot be refunded by the COMPANY.
- 6.5 It is also specified that in case of cancellation by the CUSTOMER after any confirmation of reservation, any payment made for the reservation will not be refunded.

7 Breach or Termination of the Contract

- 7.1 Premature termination of a long-term contract implies the CUSTOMER's obligation to pay all liabilities due until the end of the contract. Otherwise, recovery action shall be taken against him/her or legal action shall be initiated if necessary (see Section 4.12).
- 7.2 At the end of the contract, either through termination or non-renewal, the BOX must be emptied and cleaned by the CUSTOMER prior to its return to the COMPANY. There must be no debit balance in the CUSTOMER's account. At the end of the contract, if

the BOX is not returned by the CUSTOMER under the conditions defined above, a compensation shall be charged to the CUSTOMER until return of the BOX. Such compensation will be based on the general monthly rate plus 10%. Similarly, late payment penalties defined in this contract shall apply to all sums due by the CUSTOMER.

7.3 If any storage fee due under this Contract is not paid within 30 days of the due date, Blue Box shall have the following additional rights:

7.3.1 to break the existing lock and replace it with a new one;

7.3.2 to remove the Goods from the Room to such alternative storage facilities as Blue Box may decide without incurring any liability for loss or damage arising by virtue of such removal;

7.3.3 to charge the CUSTOMER the full costs of removal of the Goods from the Room, storage costs elsewhere and any costs incurred for subsequent movement of the Goods where appropriate;

7.3.4 to terminate the Contract and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly storage charge; and

7.3.5 to consider the goods in the Room as abandoned goods and to dispose thereof at Blue Box's sole discretion. The proceeds of any sale may be retained by Blue Box and applied towards payment of any expenses incurred in exercising Blue Box's rights under this Section, and any further sums owing to Blue Box under this Contract. Any outstanding balance shall be refunded to the CUSTOMER (or to an Administrator in case of insolvency of the Customer); if the Customer cannot be located or fails to collect the outstanding balance, such proceeds will be held by Blue Box on behalf of the Customer. Nothing in this Section shall preclude any recovery action that is available to Blue Box for payment of storage charges or any other sums due to Blue Box whether or not Blue Box has chosen to exercise any or all of its rights as set out above.

7.4 The Customer agrees that all the Goods in the Room shall provide a guarantee to ensure payment of charges, fees and any other amounts due to Blue Box and for this reason, access to the Goods in the Room may be denied until such time as full payment is obtained. The Customer therefore accepts that this security may lead to a loss of the ownership of the Goods in the Room.

7.5 **Personal Data**

7.6 Customer and prospect data is the property of the COMPANY, which undertakes to retain and ensure the security of personal data in accordance with existing regulations. This customer database containing personal information shall be used for commercial and marketing purposes to conduct customer information campaigns and/or inform them of exceptional offers from the COMPANY and its partners.

7.7 The Customer acknowledges the right of BLUE BOX to capture and record video footage within the building. The COMPANY undertakes to use these images only in the interest of the security of the site and the property of all customers.

8 **Customer Acceptance**

8.1 The present terms and conditions are expressly agreed and accepted by the CUSTOMER who declares and acknowledges complete awareness of them.

Made on:

Signature (preceded by the handwritten words "Read and approved")