

## **DSV SMARTER STORAGE'S GENERAL TERMS AND CONDITIONS**

These general terms and conditions apply to your profile (creation and usage) on our Website, <https://smarterstorage.at> ("Website") and to the Storage of Goods and related transport services by us, DSV Road GmbH, Am Europlatz 5, 1120 Wien, FN 113912v, VAT registration ATU 23986505 ("DSV").

To create a profile and order storage of Goods, these general terms and conditions must be accepted by you ("Customer") when creating a user profile and order on the Website ("Terms").

### **1. Definitions**

1.1 "Appointment" means an event where DSV comes by the Customer's address to perform one or more of these tasks:

- (a) Deliver empty Storage bins
- (b) Deliver Labels for affixing to Items
- (c) Collect Goods
- (d) Return Goods from storage
- (e) Retrieve empty storage bins

1.2 "Payment period" means the period covered by a monthly payment, running from the day of the month the Customer firstly have Goods collected and until the day before that day of the following month, i.e. if the Customer has had his Goods collected for the first time on the 21. day of a month, the payment period shall be the 21. in a given month up to and including the 20. in the next month.

1.3 "Goods" means the Goods of the Customer in the Bins and the Items of the Customer.

1.4 "Item" means an object of up to 20 kg and 1,5 meters on the longest dimension which has a Label attached to it and which is handed over by the customer without a Storage Bin to DSV.

1.5 "Label" means the sticker provided to the Customer by DSV, as the unique identification of an Item and which must be affixed to the Item before the Item can be stored.

1.6 "Storage Bin" means a plastic storage box with a dimensions of 60x40x37 cm or any kind of other shipping boxes suitable for the delivery, described in the booking process and delivered to the Customer by DSV, and includes the Customer's Goods unless the Storage Bin is indicated as 'empty' in the relevant provision. Storage Bins will be always and unexceptional remain the property of DSV.

1.7 "Package Guide" means the guidance provided by DSV on how Items are to be packaged and labeled. The Package Guide is available on the Website.

1.8 "Fragile Goods" means the types of Goods listed in section 4.2.

1.9 "Storage" refers to the entire process from pickup, storage and return of the goods.

### **2. Customer Responsibilities**

2.1 The Customer confirms that he is at least 18 years old and is competent to enter into agreements at the time of profile creation on the Website and at each subsequent Appointment.

2.2 The profile of the Customer on the Website is accessed by the Customer's email and password ("Password"). The Customer is required to keep the Password secret and not to share it with third parties contrary to these Terms. If the Customer assume that his password has been compromised (e.g. by revealing his password routine or other passwords in other applications) the Customer will immediately choose a new password. DSV is not responsible and liable for any abuse of the profile of the Customer on the Website or of the Password and any resulting (consequential) damages and losses.

2.3 The Customer is required to keep his information, including his specific address, telephone number, e-mail and payment card data up to date on the Website. Messages sent by DSV to the latest e-mail provided as well as to the last postal address provided by the Customer are deemed to have been received by the customer and are always

binding for the Customer. Deliberately providing intentionally incorrect information is a material breach of these Terms.

2.4 The Customer accepts that e-mail is an appropriate and sufficient means of communication for all purposes, unless such communication is regulated otherwise by this Terms, by law and/or regulations.

2.5 The Customer guarantees at all times to have complete ownership and right of selling- and disposal of all Goods sent for storage and the Customer will assume all liability and responsibility for its Goods. Thus, the Customer has no right to have the Goods of third parties kept in storage.

2.6 The Customer confirms that he has packed all Items in accordance with the instructions in the Package Guide and securely affixed one of the Labels provided to each Item.

2.7 The Customer confirmed and ensure with handover of the Goods too DSV that the Goods contained in the Storage bins are properly and safe packaged for transport and storage.

2.8 The Customer accepts to be present at the delivery and collection of the Storage bins and Items at his address given. If the Customer is not present when delivering Labels, Labels will be delivered in the mailbox at the address.

### **3. Duration of the Contractual relationship**

The Contractual relationship has been entered into for an initial period of one month from the date the Customer created his or her profile and agreed to DSV SMARTER STORAGE'S GENERAL TERMS AND CONDITIONS FOR PICK UP STORAGE. The Contractual relationship is then automatically extended by one month at a time until the Customer relationship is terminated by either the Customer or DSV in accordance with paragraph 12 or the Customer relationship is terminated due to default in accordance with paragraph 7.

### **4. Retained Goods**

4.1 The Goods sent for storage must be dry and the following Items shall not be sent for storage:

- (a) Jewelry, precious stones, silver/gold articles, furs, fine art or other high value objects. A high value is fulfilled as from an amount of 200,00 €;
- (b) Watches,
- (c) Cash, checks and stamps;
- (d) Weapons, munitions, fireworks or explosives;
- (e) Pressure bottles, accumulators, batteries, fuel, flammable or explosive materials,
- (f) Items (e.g. Machinery) which is not completely emptied of oil, petrol or similar liquids before storage or electrical apparatus where all kind of batteries are not removed;
- (g) All food, plants and other perishable effects, or strong/smelly objects,
- (h) living and dead Animals or other living beings in any form;
- (i) Illegal items, including narcotic drugs and stolen articles, or Goods otherwise derived from criminal offenses or infringing the intellectual rights of third parties;
- (j) Sharp knives and kitchen utensils, unless properly packaged and, where appropriate, the knife blade is fully protected;
- (k) any type of Antiques;
- (l) Tires - both new and used;
- (m) ash, bones etc.; from animals or humans;
- (n) any liquid, whatever its packaging, such as shampoos, paints, aerosols, wine and other beverages;
- (o) white Goods such as refrigerators, freezers, washing machines and dryers;
- (p) Grill,
- (q) Neon signs;
- (r) Articles which require specialized tools and expertise to be handled, such as

- Upright and grand pianos
- Safes
- Grandfather clocks
- Aquariums
- Pool tables
- Professional copiers;

(s) Items not packed for transport or storage, such as bags, sacks and open boxes;

(t) Other Items which may otherwise be harmful or dangerous to the environment or which discharge fumes, vapors, dust or odors;

(u) Any Goods more than 1,5 meters on the longest joint; or

(v) Elements weighing more than 20 kg;

In the event of doubt as to the possibility of holding certain types of Goods, the Customer is encouraged to consult DSV in advance. In case of doubt, DSV's decision is binding on the Customer.

4.2 Fragile Goods can be stored under their own responsibility and damage to Fragile Goods will therefore not be covered regardless of the cause of the damage. Furthermore, DSV accepts no liability for this unless the cause of the damage is based on gross negligence or willful action on the side of DSV. The following Items are considered to be Fragile Goods:

(a) Glass, plates, ceramics, jars, ornamentals and crystal glass;

(b) All electronics, including without limitation television, computers, tablets, phones, printers, hard drives and stereo systems;

(c) Particle board;

(d) Guitars and other musical instruments, if not stored in a purpose built hard box;

(e) Arcade games, pinball machines, foosball table and the like;

(f) Media such as CDs, CD-ROMs, video tapes, floppy disks and the like;

(g) Mirrors and furniture containing mirrors or other elements of glass;

(h) Statues and the like; large ornamental objects;

(i) Chandeliers;

(j) Oil paintings, other oil - based art or other art which are very sensitive to changes in moisture and temperature;

(k) Furniture containing parts made of marble, granite, travertine or other natural or manufactured stone,

(l) Pieces of marble, granite, travertine or other natural or manufactured stone;

(m) Articles containing acrylic glass such as Lucite Crylux, Plexiglas, Acrylite or Perspex; and

(n) Large paintings (larger than 100x150 cm);

4.3 Each Storage Bin or Item shall not weigh more than 20 kg.

4.4 DSV states that storage is carried out in warehouses which are kept as dry as possible without frost, but does not provide any further guarantees or guarantees regarding the storage characteristics.

4.5 DSV has the right, in the event of leakage, sudden danger and risk of damage and in other emergency situations, to access and restore Goods without prior notice and without the additional permission of the Customer. The same shall apply where it is a reasonable suspicion that a Storage Bin contains prohibited Items as referred to in pt 4.1 The Customer will be informed of such access as soon as possible.

## 5. Delivery, Collection and Access to Goods

5.1 If to the Customer sends Goods for storage or have Goods returned from storage, an Appointment must be ordered and paid. Prices and available times for Appointments are listed on the Website.

5.2 Appointments are ordered on a first come, first served basis and DSV cannot ensure a certain number of Appointments available on specific days and dates.

5.3 Goods and empty Storage bins will be delivered and collected from the first room at the address indicated in the order. The address shall be located within the service area of DSV as indicated on the Website.

5.4 If it is not possible to meet Customer on arrival at his address, DSV will wait and try to contact the Customer via phone for 10 minutes. If this is not possible, DSV will take the Goods back and the Customer will not be refunded his costs for the failed Appointment that is considered completed by DSV. The Customer may then order and pay for a new Appointment.

5.5 Appointments may be modified or canceled without additional costs until midday the day before. Appointments on Mondays have to be modified or canceled no later than 12 o'clock on Friday.

5.6 If an Item does not appear as packaged in accordance with the Package Guide, DSV may refuse to accept the Item.

5.7 The Customer does not have access to the Goods when on DSV property or in any other area where DSV holds the Goods.

5.8 In order to order the return of Goods in storage, all payments due to DSV must be made.

5.9 The Customer may have Storage Bins with him without payment for up to 6 months, then DSV may require within a period of 7 days the Customer to order the return of empty Storage Bins. If the Customer does not book an appointment for the collection of empty (or filled) Storage Bins within the deadline set by DSV, DSV will remind the Customer and if the Customer still doesn't book and adheres to an Appointment for return of the Storage Bins, DSV is able to consider the Storage Bins to be lost and will charge the Customer EUR 30 per Storage Bin, which the customer is bound to pay.

## **6. Prices and payment terms**

6.1 Prices for Appointments and the storage of Goods are listed on the Website and all prices are displayed including VAT. The cost for storage of Goods is for a whole month (from the beginning of the storage) in accordance with cl 6.3 and as long as the Goods remains at a DSV warehouse. However, if a new month started, Customer has to pay for the whole month, even when the goods are delivered back to the Customer within the month. The price of an Appointment is a one-time fee.

6.2 DSV reserves the right to change the price and, if applicable, fees with 30 days written notice. The Customer may not require any change in the price and/or fees. If the Customer does not accept the change, the Customer may terminate the relationship as set out in pt 12.

6.3 Payments are due once a month on the day of the month the Customer first have had Goods sent to Storage. The monthly payment shall include advance payment for the storage of Goods in the month ahead and payment for completed Appointments in the previous month. The booking of additional storage of Goods during a payment period will be paid pro-rata in arrears for the first month and thereafter per month.

6.4 Payments will be made automatically via the payment card indicated by the Customer when ordering. The payment card may be changed at any time under the Customer's profile on the Website. DSV allows payment with MasterCard, Maestro or VISA.

6.5. DSV send an Invoice to the customer 3 days in advance before charging Customer's payment card. Furthermore, the Customer will always be able to view scheduled charges and payments made under the Customer profile on the Website. In the event that DSV is entitled to charge fees in accordance with these Conditions in addition to the prices referred to in point 6.1, the Customer will be notified by e-mail (with an invoice) at least 3 days before any such fee is charged on the Customer's payment card.

6.6 DSV is entitled to charge a pre - fixed fee when the Customer's relationship incurs an additional cost to DSV. The fees are set out in the relevant points of these terms (sec. 5.9., 6.6., 6.11) and are also listed below and are considered as agreed between Customer and DSV and the customer is obligated to pay the fees as listed.

Fees (incl. VAT):

Reminder Fee (pt. 6.11) EUR 15 per reminder

Non-return of Storage bins (pt. 5.9) EUR 30,00 per box

6.7 The Customer may object to any notified or collected charges by e-mail to [smarterstorageaustria@dsv.com](mailto:smarterstorageaustria@dsv.com). The Customer also have the right to challenge the payment through his or her payment card provider in accordance with the payment legislation. DSV will review that Customer request as soon as possible and response to the customer.

6.8 If the payment card registered for the automatic card payment has expired, is blocked or the payment for any other reason cannot be made, DSV will notify the Customer by e-mail, and the Customer is obliged to pay (e.g. via bank transfer) the outstanding payment immediately and no later than within 3 days of the notification, and allocate a new valid payment card for future payments. The failure to comply with this Section 6.8 is a material breach of these Terms. The Customer can only pay through automatic payment card payment and cannot pay by e.g. bank transfer, cash or paying-in slip.

6.9 The Customer is liable to pay the prices as set out in pt 6.1 and any other mandatory payments when they are due. Failure or late payment may result in a refusal of a Customer's request for return of the Goods in storage, due to DSV's right of retention to the stored goods. In the event of non-timely payment of any amount under this Customer relationship, DSV will notify the Customer by email to the email address provided by the Customer.

6.10 Interest for late payment will be calculated in accordance with the rules laid down in the Law on Interest. If the customer is a company within the meaning of the UGB, the amount of interest is based on Section 456 UGB. If the customer is a consumer, interest of 4% per year will be charged.

6.11 For default of payment, a reminder fee of EUR 15 or in accordance with sec. 458 UGB will be charged to the Customer per reminder. If the amount due is transferred to a debt collection agency, the Customer shall bear all the costs, necessary for appropriate legal prosecution.

6.12 When the Customer relationship is canceled or resolved, DSV will ensure that automatic card payments cease. Any overpayment is reimbursed by DSV to the Customer's payment card.

## **7. Failure and termination**

7.1 DSV is entitled to terminate the Customer relationship for convenience if the Customer fails to fulfill these Conditions. A previous reminder is not needed.

7.2 In the event of default in payment, DSV is entitled to terminate the contractual relationship without notice, if the Customer has not paid the amount due within 3 days of receipt of notification from DSV.

## **8. Right of detention and the right to a sale**

8.1 In the event of a breach by the Customer due to the contractual payment obligation in accordance with these Conditions despite reminders and extension of deadline, DSV have the right of retention and pledge on all Goods sent for storage, for all costs relating to the Goods and any other claims DSV has against the Customer, including any costs incurred by DSV as a result of the right of retention, deficiency remedy and the sale of the Goods.

8.2 If the Customer fails to fulfill these Conditions, and DSV therefore terminates the Customer relationship in accordance with point 7, DSV is entitled, after sending a written reminder with an extension deadline of minimum 7 days to the Customer together with an notification that DSV will open the Storage Bin and sell the goods after the futile expiration of such period, to open the Storage Bins, and in accordance with sec. 466 a ff. ABGB to sell as much of the Goods in a satisfactory manner and at DSV's reasonable discretion that DSV's total claims, including costs, are covered by the sale. DSV shall give written notice of at least 1 months of the steps which DSV intends to take in order to sell the Goods and additionally gives the Customer the opportunity to prevent the selling of the goods with payment of the outstanding receivables within the set timeframe

## **9. Liability**

9.1 DSV shall be liable for the loss, deterioration and damage of the Goods from the time the Goods are picked up by the Customer until it is returned to the Customer, and for delay in delivery and collection in accordance with this Terms & Conditions, if the customer has suffered a damage and DSV is at fault for the occurrence of the damage.

9.2 Upon the return of the Goods, the Customer shall promptly notify DSV with a remark on the freight documents of any visible external damage and shall check the returned Goods without undue delay and notify DSV of any further damage promptly, but no later than seven days after return. If such notification is not made, it is assumed that the customer has received the goods without damage until proven otherwise.

9.3 In the case of Storage Bins, DSVs is only liable for damage to the Customer's Goods in the Storage Bin if external damage to the Storage Bin has also occurred and/or the damage is not due to defective packaging of the Goods in the Storage Bin. Excluded are damages in which the Goods were damaged by improper handling e.g. shaking also if no external damage to the Storage Bin occurred, moisture which only damage the Customer's Goods or damages caused by DSV if DSV has opened the storage container.

9.4 In the case of Items, which are handed over to DSV without Storage Bin, DSV is liable for damages only, if the article has been packaged sufficiently for transport- and storage in accordance with the instructions in the Package Guide.

9.5 DSVs liability for transportation shall be in accordance with the applicable Austrian law, especially sec. 439 a UGB. DSVs liability for warehousing shall be also covered in accordance with the applicable Austrian law and shall in case of minor negligence further limited to EUR 400,00 per Storage Bin and EUR 200,00 per Item. Towards business customers additionally the Allgemeine Österreichische Spediteurbedingungen ("AÖSp") (Austrian Freight Forwarders' General Terms and Conditions) as published in the "Wiener Zeitung" shall apply on a supplementary base, especially also in regard to the liability provisions. The Allgemeine Österreichische Spediteurbedingungen ("AÖSp") (Austrian Freight Forwarders' General Terms and Conditions) are available on our website.

DSV is not liable for indirect losses or consequential damage, including without limitation the sentimental value, time loss, operating losses, profit losses, expected savings and loss of reputation.

9.6 DSV is not liable if the damage was caused by the fault or neglect of the Customer, including the breach by the Customer of these Conditions, the nature of the Goods itself or the circumstances which DSV could not avoid and the consequences of which DSV could not prevent.

9.7 The Customer is liable to DSV for any damage or loss caused by the Customer's stored Items, non - compliance with these Conditions, or otherwise caused by Customer.

9.8 DSV must be indemnified by the Customer against any claim by a third party that DSV has in accordance with Customer's Goods and the storage of the Goods, including the lack of ownership of the owned Goods.

## **10. Inspection by the competent authority**

10.1 DSV is entitled at all times to allow authorities to carry out inspections of Customer's properties when the Authority has legitimate access to such an inspection.

10.2 DSV is not responsible for such inspections or their consequences, including any damage to Goods.

10.3 In the event of an inspection by the authorities, DSV and the authority are entitled to access the Goods without prior notice to the Customer.

10.4 The Customer shall indemnify DSV against any loss (e.g., fines, costs) that DSV may suffer as a result of an inspection by the Authority of the Customer's Goods due to Customer responsibility, except where such loss is due to circumstances outside the control of the Customer.

10.5 If DSV has reasonable grounds to suspect that there is a breach of the law, DSV has the right to call competent authorities, including the police, for inspection of the Customers Goods and, if circumstances justify it, the right to provide the authorities access to the Goods without prior notification of the Customer.

## **11. Insurance**

11.1 The prices for storage and appointments on the Website includes insurance with a value of up to EUR 400,00 per Storage Bin and EUR 200,00, the liability regulations in cl. 9 apply.

11.2 The Customer has the option of buying additional and higher insurance cover for damage to Goods in DSV custody under these Conditions in accordance with point 11.3-11.6 below.

11.3 In regard to that DSV has subscribed to a Cargo insurance policy and the Customer will benefit from this if the Customer has chosen to purchase additional insurance cover. Insurance coverage will be subscribed via the Website and will be a separate contractual relationship and the Customer will receive confirmation of coverage, including information on the insurance coverage, and information about the damages covered.

11.4 DSV is not a provider, but only an ancillary insurance intermediary, of the additional insurance cover, which is why the insurance relationship is a relationship between the Customer and the insurance intermediary. Questions

concerning the insurance cover shall be referred to Marsh SA, <http://www.marsh.com>. Any claim under the insurance shall be notified to the insurance intermediary via the Website.

11.5 The insurance premium for the additional insurance cover is set out in the confirmation of coverage and will be charged by DSV in addition to the price in point 6.1. DSV is responsible for settling the insurance premium against the underwriter.

11.6 The Customer has a separate right of withdrawal in accordance with paragraph 13 below concerning the purchase of insurance cover. If the Customer exercises his right of withdrawal in respect of Goods in Storage, it shall also include any insurance cover purchased in connection with the storage of Goods.

## **12. Termination**

12.1 The Customer has the right to terminate the contractual relationship for convenience to the end of each Payment Period via its profile on the Website or by sending an email to DSV, provided that all Goods has been or has been ordered to be returned to the Customer and empty Storage Bins have been collected or ordered collected by DSV within the Payment Period.

12.2 DSV has the right to terminate the contractual relationship for convenience with one month's notice at the end of a payment period. If DSV terminates the Customer relationship, DSV will contact the Customer for ordering an Appointment for the return of the Goods and collection of the empty Storage Bins.

12.3 The Customer relationship will continue to exist, and these Conditions will continue to apply as long as the Customer relationship has not been terminated by one of the parties, regardless of the fact that the Customer has no Goods stored with DSV or is in the position of any empty Storage Bins.

## **13. Right of withdrawal**

13.1 With completion of the order, the Customer has a 14-day withdrawal period running from the order of an Appointment.

13.2 If the Customer wishes to exercise the right of withdrawal, the Customer must inform DSV before the deadline that the Customer wishes to withdraw from the ordering of storage of Storage Bins and/or Items. The notification shall be made by sending an email to [smarterstorageaustria@dsv.com](mailto:smarterstorageaustria@dsv.com) or by using the withdrawal form on the Website. The notice shall clearly indicate that the Customer wishes to exercise the right of withdrawal.

13.3 If the right of withdrawal is exercised, the Customer shall order a pick - up of empty Storage Bins on the next possible day following the day, the customer announced his right of withdrawal towards DSV. If Customer has already sent Goods to storage, both a return of Goods and a pick-up of empty Storage Bins must be ordered.

13.4 The paid amount - after deduction of storage payment for each day the Customer has had Goods in storage and, if applicable, agreed fees - will be reimbursed to the Customer's payment card within 14 days from the later of the following times:

- the date the Customer makes use of the right of withdrawal if the Goods has not been sent for storage;
- if the Customer has ordered only the storage of Items, the date the Items are returned to the Customer; or
- the date on which empty Storage bins are returned to DSV.

13.5 For further information we additionally refer to the right of withdrawal letter.

## **14. Personal Data**

The processing of personal data occurs for the execution of this contract. You can read about the processing of your personal data, rights and redress in DSV's personal data policy available on [www.smarterstorage.at](http://www.smarterstorage.at).

## **15. Applicable law and jurisdiction**

The Customer relationship is governed by Austrian law excluding the applicability of any conflict-of-law rules. Regardless of the choice of law made in the preceding sentence, a consumer can invoke the mandatory provisions of the law of the state in which he has his habitual residence. Any dispute between the Customer and DSV which

cannot be resolved amicably must be brought before the Court, unless otherwise stated by mandatory law or convention.

## **16. General**

16.1 DSV does not transfer ownership of the Storage Bins to the customer; these remain the property of DSV.

16.2 If a part of these Conditions is deemed invalid or is repealed, this shall not affect the validity of the remaining part of the Conditions. Any invalid/deleted paragraph shall be replaced by a valid paragraph that corresponds as far as possible to the intentions of the parties.

## **17. Data protection**

17.1 If there are any questions about processing, the customer can contact the data protection department of DSV at any time, by email: [Datenschutz@de.dsv.com](mailto:Datenschutz@de.dsv.com) or by phone 0049 2151 737 1503.

17.2 The customer has the right to complain to public authorities about wrongful processing of personal data. The Austrian data protection authority, Barichgasse 40-42, 1030 Vienna, [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at), 0043 152 152 0 is responsible regarding such requests. The customer may also use the EU Commission's complaints portal. This is particularly relevant if the customer resides in another EU country. The complaint may be filed online at <http://www.ec.europa.eu/odr>

**This English translation of the DSV SMARTER STORAGE'S GENERAL TERMS AND is provided for information purposes only. The legally binding text is only the German Version of DSV SMARTER STORAGE'S GENERAL TERMS AND CONDITIONS (available at: <https://smarterstorage.at>).**