
MYMERAK / TERMS AND CONDITIONS

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I. PROVISIONS APPLICABLE TO ALL SERVICES

Article 1. Definitions

- a. Terms and conditions: the present terms and conditions;
- b. Merak: MERAK n.v./s.a., Steenhoevestraat 6, 2800 Mechelen, company number 0417.226.296;
- c. Customer: a company, namely a natural person carrying out a professional activity as well as all legal entities that purchase a product or service from Merak through an Agreement via MyMerak. Consumers cannot be Customers;
- d. MyMerak: the electronic platform available on Merak's website on which Merak offers services and products to Customers, and to which the Customer has access on the basis of its specific login details;
- e. Agreement: the agreement concluded between the Customer and Merak through MyMerak;
- f. Day: calendar day.

Article 2. Scope

These Terms and Conditions are applicable to all offers by Merak on MyMerak and to all Agreements concluded between Merak and the Customer through MyMerak, unless parties have agreed otherwise in writing. Section I ("Provisions applicable to all services") are applicable to all services or products offered by Merak through MyMerak, Section II ("Specific provisions by service") is further applicable to the extent that the Customer purchases the corresponding services or products through MyMerak. The Customer ensures that all of its employees, possible subcontractors, and in general all users of the services or products ordered on MyMerak, subscribe the same obligations as those included in these Terms and Conditions.

These Terms and Conditions take precedence over the Customer's terms and conditions, which are explicitly excluded. All terms and conditions other than these Terms and Conditions, as well as any derogations from these Terms and Conditions, need to be confirmed by Merak in writing.

Article 3. Login details

The user name with which the Customer logs in on MyMerak consists of an e-mail address and cannot be changed. A new user name can only be obtained by creating a new account. The Customer needs to keep its password confidential and secret. Any use of MyMerak after inserting the Customer's password is deemed to be made by the Customer.

Article 4. Notifications

All notifications can validly be addressed to the addresses mentioned by the Customer. The Customer provides Merak with a postal address and an e-mail address, and the Customer is strongly encouraged to provide a secondary general e-mail address for the most important notifications. All notifications (including a change of address) can be sent by e-mail or through MyMerak.

To diminish the risk of communication problems, the Customer is encouraged to provide Merak with the data of the physical person representing it. All of Merak's notifications to this person shall be considered as notifications to the Customer. In case the Customer has several representatives, it chooses one, to whom Merak can validly send all notifications.

Article 5. Deadlines

Merak aims to respect the deadlines it mentions, without this being an obligation of result. The deadlines mentioned are therefore indicative only.

Article 6. Personal data

Merak processes the Customer's personal data in accordance with the applicable privacy laws and Merak's privacy and cookie policy, available on the website www.merak.be ("Privacy & Cookies"). A copy of this privacy and cookie policy can be obtained by sending an e-mail to Merak.

To the extent that the Customer uses Merak's services to save or otherwise process personal data and acts as a controller or a processor within the meaning of the applicable privacy laws, Merak acts as a processor or sub-processor respectively, and these processing operations are governed by the processor agreement which is included in Annex I to these Terms and Conditions and forms an integral part thereof.

Article 7. Bankruptcy, liquidation and change of address

The Customer ensures that it will inform Merak in writing, by post or electronically, of its bankruptcy, liquidation or takeover, as well as of any changes of address. If no new (secondary e-mail) address is notified in case of change of address, merger, demerger, absorption and so on, all correspondence is validly addressed to the most recently known address.

Article 8. Force majeure

Merak is not bound by its obligations towards the Customer and can never be held liable in case of force majeure, not even if it has received a formal notice to return the Material placed in storage. Cases of force majeure include, among others, acts of third parties, causes unrelated to Merak's activities, damages caused by defects of the Material itself, and in general cases of force majeure accepted by case law.

Article 9. Modification of Terms and Conditions

By paying the invoice, the Customer declares that it accepts the latest version of the Terms and Conditions as published on the website www.mymerak.merak.be.

Article 10. Severability

If a competent authority were to rule that a provision of these Terms and Conditions is void, this ruling shall not affect the validity of the remaining provisions of these Terms and Conditions. In that case, the void provision shall be deemed to be replaced by a valid provision that is as similar as possible to the content and the consequences of the provision declared void.

Article 11. Jurisdiction and applicable law

These Terms and Conditions and all Agreements between Merak and the Customer are exclusively governed by Belgian law. The Vienna Sales Convention is not applicable. The Courts of Antwerp and the Peace Courts of Antwerp have exclusive jurisdiction to hear the disputes between the parties. Merak reserves the right to bring any disputes before another competent court.

II. SPECIFIC PROVISIONS BY SERVICE

A. Archiving / Offline back-up

Article 1. Collection

Merak shall collect the materials (such as documents, files, photo's, diskettes, CD-ROMs, etc.; hereafter "Materials") placed in storage at the address communicated by the Customer, taking into account the amount indicated by the Customer on MyMerak at the time of ordering.

If the actual amount of Materials to be collected exceeds the amounts indicated in the order by more than 5%, Merak is only bound to collect the amount indicated in the order. With regard to the excess Materials, the Customer shall have to place a new order, with accompanying payment obligation. In case it is impossible for Merak to collect the Materials due to a shortcoming of the Customer, the Customer shall have to place a new order in order to obtain the collection of the Materials, with accompanying payment obligation. The amount that has already been paid, is definitively acquired by Merak.

Article 2. Access and request

The Customer has access to its Materials during Merak's working hours (on working days from 8:30 tot 17:00). In order to get access to the Materials, the Customers has to send a request to Merak. Merak shall send a bar code to the Customer by e-mail, without which no access shall be granted on-site to the Materials. The Customer confirms that it is responsible for the safe handling of this bar code, so that Merak is entitled to assume that anyone presenting itself with the bar code has the Customer's consent to access the Materials. Merak is not liable for any illegitimate access by third parties by means of a valid bar code.

The Customer can at all times request the Materials from Merak by contacting Merak. In such case, Merak will deliver the Materials in accordance with an agreed time schedule against prior payment. Merak will inform the Customer by e-mail of the moment when it will deliver the Materials, and send a bar code to the Customer. The Materials shall not be delivered if the Customer cannot present the bar code. The Customer confirms that it is responsible for the safe handling of this bar code, so that Merak is entitled to assume that anyone presenting itself with the bar code has the Customer's consent to access the Materials. Merak is not liable for any illegitimate access by third parties by means of a valid bar code.

If the Customer, when asked to present the bar code, is unable to do so, authorization to access the Materials can also be proven by providing evidence of competence within the Customer, or express mandate from the Customer.

Article 3. Liability

With regard to the storage, Merak shall make all reasonable efforts that can be expected from a storage contractor placed in the same circumstances, without it being an obligation of result.

All liability of Merak is excluded if the Customer does not have the required authorization for placing the Materials in storage, or if the Customer, by placing the Materials in storage, violates a rule of law, the public order, or these Terms and Conditions.

Merak is not liable for the quality of the Materials offered by the Customer, their medium or their content at the time of placing the Material in storage, for their normal wear and tear and their obsolescence, nor for damages and loss of quality caused by Merak's handling of the Materials in the normal course of the performance of its duties. Merak is not liable for any shortcomings/defects in the Materials delivered by the Customer, nor for their medium or content. Merak is not liable for any damages ensuing from the

Customer's failure to renew its software and as a result of which it can no longer access MyMerak, nor for any damages ensuing from hardware changes and as a result of which mediums cannot be read anymore.

Merak shall under no circumstance be liable for any damages that are not the direct and immediate result of a shortcoming attributable to Merak. Merak shall under no circumstance be liable for any indirect damages, including loss of profits, losses due to idle production, loss of goodwill, the fact that the information resulting from the Materials placed in storage cannot be consulted, third party claims, tax assessments, fines imposed by authorities or courts, etc. Merak's liability towards the Customer, and towards third parties considered together, is in any case limited to twice the amount paid by the Customer during the year preceding the event giving rise to the liability for the specific service to which the liability relates (or twice the amount paid during the year in which the event takes place, in case there is no preceding year), up to a maximum amount equal to the amount paid by the insurance company under Merak's applicable insurance policies in the year in which the event takes place.

Merak has an insurance covering its liability for the order. Merak reserves the right to adjust the insurance conditions to the changing circumstances of the insurance industry and the valuation of the volume of Materials that are to be insured.

Article 4. Warranties by the Customer

The Customer warrants that the Materials and their contents are its property or that it possesses these items lawfully, that it is authorised to enter into the Agreement, of which these Terms and Conditions are part, and that the Materials are not contrary to the public order and common decency and cannot compromise Merak in any way. The Customer warrants that it will not deposit any cash, stocks, securities, shares or any similar documents, or any activated electronic devices, or spontaneously explosive, flammable or poisonous goods, or goods that could evolve that way.

The Customer shall fully indemnify Merak for any damages suffered as a result of non-compliance with these Terms and Conditions and for any claims, demands or damages by third parties that would arise as a result of the Customer's instructions or the Customer's failure to comply with these Terms and Conditions.

Article 5. Price and price adjustments

The prices indicated by Merak on MyMerak are exclusive of VAT, unless otherwise specified. After payment of the price, the price is definitively acquired by Merak, even if the Agreement were to be terminated early, unless explicitly agreed otherwise elsewhere.

The prices applicable to the Agreement may be adjusted periodically in light of the consumer price index. Other price increases may be applied by Merak at regular intervals, provided that Merak has a valid reason for doing so (e.g. cost increases). The adjusted prices will be mentioned on MyMerak. In that case, the Customer has the right to terminate the Agreement.

Article 6. Billing and payment

The Customer can choose on MyMerak for 3-monthly, 6-monthly or annual billing. The Customer can change its billing period at any time, in which case the change takes effect after the end of the ongoing billing period. The first billing is done immediately after the Customer's order. Afterwards, billing is done at the beginning of each new billing period.

The invoice shall be sent to the Customer exclusively by electronic means, by e-mail and through MyMerak. In this context, the Customer accepts e-mail as a sufficient means of communication. Payments are made through transfer or electronically on Merak's account number within 30 days of the date of the invoice. If the payment is made through MyMerak, Merak takes the appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment as well as appropriate safety measures for the electronic payment.

Article 7. Default of payment

Default occurs when an invoice remains unpaid five (5) days after the due date. In case of default, Merak is entitled to keep the Materials placed in storage by the Customer, until the outstanding debt has been fully paid. Merak is also entitled to a fixed compensation of 15% of the outstanding debt, with a minimum of €40.00 per invoice, without notice of default being required and without prejudice to Merak's right to charge for the higher costs it has incurred. These costs are exclusive of VAT.

Merak has the right, after having sent a notice of default, to claim default interests equal to the legal interest rate, calculated from the date of the notice of default, and such until full settlement of the debt. Merak has the right to terminate the Agreement fourteen (14) days after the notice of default if no positive action has been taken. Merak shall also have the right to destroy the Materials thirty (30) days after the notice of default if no positive action has been taken and the Materials have not been collected by the Customer. The costs associated with this destruction shall be borne by the Customer. The Customer acknowledges that Merak cannot be held liable for such destruction.

In the event of bankruptcy or liquidation of the Customer, or if the Customer has failed three consecutive times to take receipt of registered mail sent by Merak, Merak has the right to destroy the Materials if no one wishes to assume responsibility for the Materials and the related compensation due by the Customer.

Article 8. Cancellation of orders

Any cancellations of orders placed with Merak need to be done by e-mail, and entitle Merak to a fixed compensation of 25% of the (estimated) price of the order, or compensation of the costs incurred by Merak, in case it can show that these are higher. The Customer acknowledges that cancellations are no longer possible once Merak has collected the Materials.

Article 9. Duration

The Agreement is concluded for an indefinite period of time.

At any time, the Customer has the right to terminate the Agreement by notifying Merak by registered mail, subject to a period of thirty (30) days starting on the first day of the following month. At any time, Merak has the right to terminate the Agreement by notifying the Customer by registered mail, subject to a period of six (6) months starting on the first day of the following month.

At the end of the notice period and if the Customer has reimbursed all outstanding costs to Merak, Merak undertakes to make all the Materials available in Merak's storage facility. The costs of handling and transporting the Materials to a location designated by the Customer shall be borne by the Customer at the prices and conditions in force on MyMerak at that time.

The Customer acknowledges and confirms that by entering into the Agreement it expressly authorises Merak to have the Materials destroyed if the Customer decides not to collect the Materials within fifteen (15) days of the end of the notice period or to designate a location where Merak should deliver the Materials. The Customer will receive a warning (by e-mail) that the Materials will be destroyed after the expiry of the fifteen (15) day period and in the absence of collection or indication of where the Materials are to be delivered. Customer acknowledges that Merak cannot be held liable for such destruction.

Article 10. Destruction at the Customer's request

Without prejudice to article 9, Merak can also, at the Customer's request, destroy the Materials that have been placed in storage with Merak. In that case, the Terms and Conditions for Document destruction shall apply.

B. Document destruction / Media destruction

Article 1. Collection

Unless the documents or mediums (such as hard drives, tapes, DVD's, CD's, etc.) ("Materials") whose destruction the Customer has requested on MyMerak are already at Merak, Merak shall collect the Materials at the address communicated by the Customer. If the actual amount of Materials to be collected exceeds the amounts indicated in the order by more than 5%, Merak is only bound to collect the amount indicated in the order. With regard to the excess Materials, the Customer shall have to place a new order, with accompanying payment obligation. In case it is impossible for Merak to collect the Materials due to a shortcoming of the Customer, the Customer shall have to place a new order in order to obtain the collection of the Materials, with accompanying payment obligation. The amount that has already been paid, is definitively acquired by Merak.

Article 2. Confirmation of destruction

If the Materials are collected

After Merak has collected the Materials, the Customer will receive an e-mail confirming the proper receipt of the Materials and the start of the destruction process. Once the Materials have been received by Merak, the destruction process is irreversible. The destruction confirmation can also be found through the Customer's MyMerak profile.

If the Materials are already at Merak in the context of archiving / offline back-up services

The Customer selects the Materials that it wishes to have destroyed by Merak on MyMerak. After this has been done, Merak will send an e-mail to the Customer (creator of the MyMerak profile) with the Materials that have been selected. The creator of the MyMerak profile within the Customer has to confirm by e-mail that Merak may proceed with the destruction of the designated Materials, or that the destruction order must be cancelled or modified. Once Merak has received the Customer's reply e-mail, the destruction process is irreversible. The destruction confirmation can also be found through the Customer's MyMerak profile.

Article 3. Liability

All liability of Merak is excluded if the Customer does not have the required authorization for the destruction, or if the Customer violates a rule of law, the public order, or these Terms and Conditions by ordering the destruction.

Merak shall under no circumstance be liable for any damages that are not the direct and immediate result of a shortcoming attributable to Merak. Merak shall under no circumstance be liable for any indirect damages, including loss of profits, losses due to idle production, loss of goodwill, the fact that the information resulting from the Materials placed in storage cannot be consulted, third party claims, tax assessments, fines imposed by authorities or courts, etc. Merak's liability towards the Customer, and towards third parties considered together, is in any case limited to twice the amount paid by the Customer for the destruction order.

Merak has an insurance covering its liability for the order. Merak reserves the right to adjust the insurance conditions to the changing circumstances of the insurance industry.

Article 4. Warranties by the Customer

The Customer warrants that the Materials and their contents are its property or that it possesses these items lawfully and that it is authorised to enter into the Agreement, of which these Terms and Conditions

are part. The Customer warrants that the Materials and their contents are not contrary to the public order and common decency, and cannot compromise Merak in any way. The Customer warrants that it will not to provide Merak with any Materials for destruction that may not be legally destroyed, including cash, or that may cause damages or pose any risk to Merak during the destruction process.

The Customer shall fully indemnify Merak for any damages suffered as a result of non-compliance by the Customer with these Terms and Conditions and for any claims, demands or damages by third parties that would arise as a result of the destruction order or the Customer's failure to comply with these Terms and Conditions.

Article 5. Price, billing and payment

The prices indicated by Merak on MyMerak are exclusive of VAT, unless otherwise specified. After payment of the price, the price is definitively acquired by Merak, unless explicitly agreed otherwise elsewhere.

The invoice shall be sent to the Customer exclusively by electronic means, by e-mail and through MyMerak. In this context, the Customer accepts e-mail as a sufficient means of communication. Payments are made through transfer or electronically on Merak's account number within eight (8) days of the date of the invoice. If the payment is made through MyMerak, Merak takes the appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment as well as appropriate safety measures for the electronic payment.

Article 6. Default of payment

Default occurs when an invoice remains unpaid five (5) days after the due date. In case of default, Merak is entitled to a fixed compensation of 15% of the outstanding debt, with a minimum of €40.00 per invoice, without notice of default being required and without prejudice to Merak's right to charge for the higher costs it has incurred. These costs are exclusive of VAT. Merak has the right, after having sent a notice of default, to claim default interests equal to the legal interest rate, calculated from the date of the notice of default, and such until full settlement of the debt.

C. Product purchase

Article 1. Delivery

Merak is responsible for the delivery of the products purchased by the Customer on MyMerak at the address communicated by the Customer. The risk of loss or destruction of the products shall pass to the Customer once the products have left Merak's establishment. Merak is entitled to deliver the products in parts (partial deliveries).

In case of defects, the Customer shall notify Merak in writing as soon as possible and at the latest within five (5) days after receipt of the products or, in case of hidden defects, after discovery of the defects. Complaints after five (5) days will no longer be accepted.

Article 2. Price, billing and payment

The prices indicated by Merak on MyMerak are exclusive of VAT, unless otherwise specified. After payment of the price, the price is definitively acquired by Merak, unless explicitly agreed otherwise elsewhere. The full price is paid at the time of order. The Customer cannot assert any rights with regard to the execution of the order before the stipulated payment has been made.

The invoice shall be sent to the Customer exclusively by electronic means, by e-mail and through MyMerak. In this context, the Customer accepts e-mail as a sufficient means of communication. Payments are made through transfer or electronically on Merak's account number within eight (8) days of the date of the invoice. If the payment is made through MyMerak, Merak takes the appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web

environment as well as appropriate safety measures for the electronic payment.

Article 3. Liability

Merak is not liable for defects in the products caused by their normal wear and tear, abnormal or inappropriate storage or usage or any act, negligence or mistake by the Customer or a third party, nor for any other defects in the products, unless Merak has been notified by the Customer in good time in accordance with article 1.

Merak shall under no circumstance be liable for any damages that are not the direct and immediate result of a shortcoming attributable to Merak. Merak shall under no circumstance be liable for any indirect damages, including loss of profits, losses due to idle production, loss of goodwill, third party claims, etc. In the event of Merak's liability, Merak's sole obligation shall be, at its option, either to take back and replace the non-compliant products or to reimburse the Customer for the price of the non-compliant products. In any event Merak's total liability towards the Customer, and towards third parties considered together, is limited to the price of the products that led to the damages, as billed to the Customer.

Article 4. Cancellation of orders

Any cancellations of orders placed with Merak need to be done by e-mail, and entitle Merak to a fixed compensation of 25% of the (estimated) price of the order, or compensation of the costs incurred by Merak, in case it can show that these are higher. The Customer acknowledges that cancellations are no longer possible once the products have been sent to the Customer.

Article 5. Payment of orders

Default occurs when an invoice remains unpaid five (5) days after the due date. In case of default, Merak is entitled to a fixed compensation of 15% of the outstanding debt, with a minimum of €40.00 per invoice, without notice of default being required and without prejudice to Merak's right to charge for the higher costs it has incurred. These costs are exclusive of VAT. Merak has the right, after having sent a notice of default, to claim default interests equal to the legal interest rate, calculated from the date of the notice of default, and such until full settlement of the debt.

D. Storage of goods

Article 1. Delivery

The place of delivery is the address that the Customer has provided to Merak as the place of delivery. The place of availability is the address of the storage container's location.

The Customer will indicate when it wishes to receive the delivery at the place of delivery or when it wishes to visit the storage container at the place of availability by choosing on MyMerak from the available delivery or visit moments. Merak will check whether this proposed delivery or visit date is feasible. If this date is feasible, Merak will confirm the delivery or visit date by e-mail to the Customer and deliver or make available the storage container on the agreed date. If the delivery or the making available is delayed, or if an order cannot be carried out or can only be carried out in part, the Customer will be notified of this as soon as possible. If this delivery or visit date is not feasible, Merak will propose a different date. If the delivery or the first making available cannot be carried out, the Customer has the right to dissolve the agreement free of charge. In the event of such termination, Merak will refund the amount paid by the Customer within one month.

The risk of loss of or damages to the storage container shall pass to the Customer once the Customer or a third party designated by the Customer, who is not the carrier designated by Merak, has acquired physical possession of the storage container or goods.

Article 2. Intended purpose and use

Merak rents out the storage containers and stands for the storage containers in accordance with the provisions of these Terms and Conditions for the sole purpose of storing the Customer's goods ("Goods") that meet the requirements of these Terms and Conditions. In addition, Merak provides collection and delivery services of the storage containers between the address chosen by the Customer and the stand of the storage container. Merak reserves the right to subcontract the services.

The Customer is not permitted to use the storage container for any other purpose or to move it. The Customer is obliged to obtain any necessary permits for placing the storage container, and to keep sufficient space available to place the storage container in accordance with the information given by Merak. The Customer pays all costs that are caused by non-compliance with these obligations. The Customer is liable towards Merak for all damages resulting from any act in violation of these Terms and Conditions or any legislation. If it appears that the Agreement cannot be executed because of a shortcoming by the Customer or if the Customer cancels the order without a valid reason, the Customer shall bear the costs thereof.

Merak is under no obligation to check whether the Goods stored by the Customer are in accordance with the Terms and Conditions or the law. However, if Merak suspects that the Customer is acting in violation of the Terms and Conditions or the law, it has the right, but not the obligation, to inform the competent authorities about this and to give them access to the storage container for inspection purposes. All costs of this shall be borne by the Customer. Merak is not obliged to inform the Customer in advance of such an inspection. The Customer acknowledges that Merak is not liable for damages caused to the Goods as a result of (external) enforcement and inspections.

Article 3. Rules of conduct

The Customer is NOT allowed:

- to use the storage container in a manner that is contrary to these Terms and Conditions or any legislation;
- to appropriate the storage container in any way;
- to develop commercial activities in or from the storage container; or
- to transfer a right under the Terms and Conditions, the Agreement or any other agreement with Merak, or sublet in whole or in part to third parties.

The Customer is NOT allowed to store the following or similar goods in the storage container (this list is not exhaustive):

- cash, stocks, securities or shares;
- activated electronic devices;
- poisonous, explosive and flammable goods, and other substances dangerous or poisonous to man, the environment or other goods, as well as perishable goods, such as, but not limited to:
 - o all possible waste materials;
 - o asbestos;
 - o car and/or motorcycle wrecks;
 - o car tyres (max. 4 tyres per storage container)
 - o lithium-ion batteries;
 - o gasoline, diesel and other fuels;
 - o insecticides (pesticides and herbicides);
 - o chemicals, radioactive and biological substances;
 - o gas canisters and/or batteries;
 - o poisonous substances such as methanol and stain removers;
 - o irritating substances;
 - o carcinogenic substances;
 - o (chemical) fertilizer;
 - o living or stuffed organisms;
 - o mutagenic substances;
 - o explosive substances such as aerosols, sprays and (liquid) gasses such as acetylene, butane, LPG, propane, hydrogen;

- flammable substances, such as acetone, benzene, methanol, contact and neoprene adhesive, air freshener, petroleum, windshield defrosters, turpentine, paint, white spirit;
- oxidizing substances such as hydrogen and other peroxides, chlorides, strong saltpetre and perchloric acids;
- harmful substances such as paint removal products, corrosive substances, wood protection products, cleansing agents, paint thinners;
- sensitising substances;
- food and other perishable goods (for wine and other alcoholic beverages, see below);
- fireworks;
- heavy metals such as mercury, cadmium, zinc, lead and copper;
- goods the possession of which is prohibited by applicable law, such as:
 - drugs;
 - stolen or fenced goods;
 - illegally imported goods;
 - counterfeit goods;
 - smuggled goods;
 - firearms, explosives or munitions;
- jewellery, fur, works of art, collection items and items with an emotional, irreplaceable or special value;
- wine and other alcoholic beverages, unless these are stored in compartmentalized form in such a way that no contamination and/or damage by and/or of the other Goods is possible.

Article 4. Access to the storage container

In order to obtain delivery of or access to the rented storage container, the Customer must submit a request to Merak via MyMerak, stating the desired delivery or visit date. Merak will confirm the requested delivery or visit date by e-mail, or (if this delivery or visit date is not feasible) propose an alternative delivery or visit date. Merak's message contains a bar code, without which no receipt and/or access shall be granted to the storage container. The Customer confirms that it is responsible for the safe handling of this bar code, so that Merak is entitled to assume that anyone possessing the bar code has the Customer's consent to receive and/or access the Materials. Merak is not liable for any illegitimate access by third parties by means of a valid bar code. If the Customer, when asked to present the bar code, is unable to do so, authorization to receive and/or access the Materials can also be proven by providing evidence of competence within the Customer, or express mandate from the Customer.

Merak only has access to the contents of the storage container with the prior consent of the Customer. However, in case of sudden events requiring urgent access, Merak can access the contents of the storage container without the Customer's consent and without warning. This access possibility also exists when Merak suspects that the Customer does not comply with the Terms and Conditions or the legislation.

Merak is entitled, at the request of the competent authorities, to grant itself and these competent authorities access to the storage containers. Merak is not obliged to control the access rights of the authorities in question. Where appropriate, Merak may inform the Customer of such access, without being obliged to do so.

Merak is entitled to make an inventory of the Goods stored in the storage containers and to take photographs of the contents on the delivery and visit dates and in those situations in which it is entitled to gain access to the storage container.

Article 5. Liability

All liability of Merak is excluded if the Customer violates a rule of law or these Terms and Conditions in the course of its dealings with Merak.

Merak shall under no circumstance be liable for any damages that are not the direct and immediate result of a fault of Merak. Merak's liability towards the Customer, and towards third parties considered together, is in any case limited to twice the amount paid by the Customer during the year preceding the event giving rise to the liability for the goods storage service (or twice the amount paid during the year in which the event takes place, in case there is no preceding year), up to a maximum amount equal to the amount actually paid by the insurance company under Merak's applicable insurance policies in the year in which the harmful event takes place.

The Customer acknowledges explicitly that the exclusions and limitations of liability in this provision are reasonable in light of:

- a. the possibility for the Customer to take out an insurance policy;
- b. the fact that Merak does not have access to the storage containers and cannot inspect the Customer's use of the storage container;
- c. the fact that Merak is unable to correctly assess the risk;
- d. the possible significant difference between the amounts paid by the Customer and the value of the Goods.

Merak is not responsible and is under no circumstance liable for the condition of the Goods at the time of storage, nor for their normal wear and tear and obsolescence (including any potential deterioration in the quality of stored wine and/or other alcoholic beverages), nor for damages and loss of quality caused by Merak's handling of the Goods in the normal course of the performance of its duties.

Article 6. Warranties by the Customer

The Customer warrants that the Goods placed in storage are its property or that it possesses these items lawfully and that it is authorised to enter into the Agreement, of which these Terms and Conditions are part. The Customer warrants that the Materials are not contrary to the public order and common decency, and cannot compromise Merak in any way.

The Customer shall fully indemnify Merak for any costs, claims, liabilities, damages or expenses suffered or made by Merak as a result of the proper or improper use by the Customer of the storage containers. The Customer is liable to Merak for all damages to the storage containers.

If the Customer chooses not to use a stand but to use the place of delivery as a stand, the Customer must pay a deposit in advance. The amount of the deposit depends on the type of storage container. After collecting the storage container from the Customer, Merak will inspect the storage container. If the storage container is found to be clean and undamaged and it is established that the Customer has fulfilled all its obligations, the deposit paid by the Customer will be refunded. Merak has the right to offset any amounts due by the Customer against the deposit. The deposit is not subject to interest and is exclusive of VAT.

Article 7. Compulsory insurance

The Customer shall insure the Goods against loss, theft and damages under the usual conditions for the duration of the Agreement. The Customer shall take out the insurance itself and indemnify Merak against any liability for damages to the Goods. Furthermore, the Customer indemnifies Merak against any possible recourse by the Customer's insurer.

The Customer may request data from Merak in order to provide necessary information to insurance companies. If no insurance is taken out by the Customer, all damages and loss, for whatever reason, shall be at the expense and risk of the Customer.

Article 8. Price

The prices agreed by Merak on MyMerak with the Customer are exclusive of VAT, unless otherwise specified. After payment of the price, the price is definitively acquired by Merak, even if the Agreement were to be terminated early, unless explicitly agreed otherwise elsewhere.

The prices applicable to the Agreement may be adjusted periodically in light of the consumer price index. Other price increases may be applied by Merak at regular intervals, provided that Merak has a valid reason for doing so (e.g. cost increases). The adjusted prices will be mentioned on MyMerak. In that case, the Customer has the right to terminate the Agreement.

Article 9. Billing and payment

The Customer can choose on MyMerak for 3-monthly, 6-monthly or annual billing. The Customer can change its billing period at any time, in which case the change takes effect after the end of the ongoing billing period. The first billing is done immediately after the Customer's order. The Customer cannot assert any rights regarding the execution of the services before the stipulated payment has been made. If no payment is made, Merak shall be entitled to regard the Agreement as non-existent or dissolved at the expense of the Customer. Afterwards, billing is done at the beginning of each new billing period.

The invoice shall be sent to the Customer exclusively by electronic means, by e-mail and through MyMerak. In this context, the Customer accepts e-mail as a sufficient means of communication. Payments are made through transfer or electronically on Merak's account number within 30 days of the date of the invoice. If the payment is made through MyMerak, Merak takes the appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment as well as appropriate safety measures for the electronic payment.

Article 10. Default of payment

Default occurs when an invoice remains unpaid five (5) days after the due date. In case of default, Merak is entitled to keep the Goods until the outstanding debt has been fully paid. Merak is also entitled to a fixed compensation of 15% of the outstanding debt, with a minimum of €40.00 per invoice, without notice of default being required and without prejudice to Merak's right to charge for the higher costs it has incurred. These costs are exclusive of VAT.

Merak has the right, after having sent a notice of default, to claim default interests equal to the legal interest rate, calculated from the notice of default, and such until full settlement of the debt. Merak has the right to terminate the Agreement fifteen (15) days after the notice of default mentioned above if no positive action has been taken.

If the Customer fails to fulfil its obligations, Merak has the right to keep the Goods stored in the storage containers until the Customer has fulfilled its obligations. The Customer also accepts that failure to comply with the obligations may result in loss of property if it fails to respond within fifteen (15) days of being served notice of default by registered letter by Merak.

Article 11. Duration

The Agreement is concluded for an indefinite period of time.

The Customer may terminate the Agreement at any time by requesting the rented storage containers and paying the final invoice. An order to return the storage containers or make them available for emptying must be given with due observance of a period of at least seven (7) working days, and subject to payment of the final invoice before the end of this period and prior to the transport of the storage containers to the Customer or the making available of the storage containers for emptying.

Merak may terminate the Agreement at any time with thirty (30) days' notice starting on the first day of the following month. Merak may terminate the Agreement with immediate effect, without notice, if the Customer fails to comply with the notice of default to comply with the General Terms and Conditions, the Agreement, or the law within fifteen (15) days. If the Agreement is terminated due to a shortcoming of the Customer, the Customer remains obliged to pay the rent instalments due, as well as a monthly occupancy fee amounting to the last applicable rent until the storage containers have been evacuated.

The Customer acknowledges and confirms that the Goods that the Customer leaves in the storage containers after termination of the Agreement for whatever reason can be removed by Merak at Customer's expense, without any liability of Merak, if the Customer does not request the storage containers or if the Customer has not paid for rental periods and transport costs, in spite of a written notice of default (by e-mail) with an execution period of fifteen (15) days. In that case, Merak has the right, at its own discretion, to have the Goods destroyed at the expense of the Customer, or to appropriate the Goods and, if desired, to sell them at the expense of the Customer. The proceeds of such sale shall accrue to Merak to the extent necessary to pay for any costs incurred in exercising the rights under this provision and to discharge any other sums due to Merak pursuant to agreements entered into with the Customer. The positive balance of the proceeds and amounts due to Merak will be refunded to the Customer. In the event that such reimbursement is not practically possible, Merak will retain the proceeds for the account of the Customer. An administrative management fee of € 25.00 per year will be charged on the retained amount for this purpose. Nothing in these Terms and Conditions shall affect Merak's right to payment in respect of outstanding claims arising from legal relationships with the Customer.

The cost of removal is at least € 30.00 per storage container. This provision is without prejudice to the Customer's obligation to compensate the full damages resulting from the abandonment of the Goods.

Article 12. Cancellation of orders

Any cancellations of orders placed with Merak need to be done by e-mail, and entitle Merak to a fixed compensation of 25% of the (estimated) price of the order, or compensation of the costs incurred by Merak, in case it can show that these are higher. The Customer acknowledges that cancellations are no longer possible once the storage container has been delivered or made available for the first time to the Customer.

ANNEX I: PROCESSOR AGREEMENT

1. This processor agreement (hereafter “Processor Agreement”) governs the processing of personal data by Merak as a processor under the service agreement (hereafter “Agreement”) concluded by Merak and the Customer (hereafter the “Parties”). This Processor Agreement is annexed to the Terms and Conditions and constitutes an integral part of it. The terms “personal data”, “to process/processing”, “controller”, “processor”, “data subject”, “personal data breach” and “supervisory authority” shall have the meaning as ascribed to them in the GDPR.
2. When processing personal data under this Agreement, Merak and the Customer shall comply with the provisions of the laws and regulations on data protection, including the GDPR. The Customer shall act as a controller within the meaning of article 4(7) GDPR and Merak shall act as a processor within the meaning of article 4(8) GDPR. In case the Customer already acts as a processor for another controller, Merak shall act as a sub-processor of the Customer.
3. Merak shall process the personal data in a proper and diligent manner and shall process the personal data exclusively in accordance with the Customer’s written instructions as described in this Processor Agreement. Merak’s obligations under this Agreement shall also apply to those who process the personal data under the authority or on the instructions of Merak. The Customer guarantees that its instructions to Merak comply with the laws and regulations mentioned in paragraph 2, which the Customer applies correctly and completely. The Customer further guarantees that all personal data entrusted to Merak are obtained lawfully and can be processed lawfully by Merak during the entire duration of the Agreement.
4. If Merak is required to process by Union or Member State law to which Merak is subject, or by a binding decision of a public authority or a judicial decision, Merak shall inform the Customer of that legal requirement before processing, unless that law or decision prohibits such information on important grounds of public interest. If Merak is of the opinion that the Customer’s instructions violate the laws and regulations on data protection, Merak shall notify the Customer without delay and shall not be obliged to carry out the processing.
5. Merak provides services to the Customer as described in the Agreement and/or as agreed from time to time between the Customer and Merak. The provision of concerned services can include the processing of personal data by Merak on behalf of the Customer as part of the provision of the concerned services. It concerns personal data regarding clients or staff of the Customer or of the latter’s clients, or other persons with whom the Customer or the latter’s client does business in its business operations or whose data the Customer or the latter’s client processes. The duration of the processing is the period during which Merak provides the concerned services under the Agreement. The purpose of the processing is to enable Merak to provide the concerned services under the Agreement.
6. Merak uses sub-processors to fulfil its contractual obligations, such as courier services and services for the destruction of data carriers, under the guidance of Merak’s employees. Merak shall ensure that its sub-processors offer a similar level of data protection as required by Merak under this Processor Agreement and adopt technical and organizational measures so that the processing complies with the provisions of the GDPR.
7. If Merak adds or replaces a sub-processor, Merak shall inform the Customer about the intended change and the Customer shall be entitled to object to this change on reasonable grounds. In that case, Merak shall be entitled to terminate this Processor Agreement and the Agreement and/or to suggest modifications to its modalities without having to pay damages to the Customer.
8. Merak shall only transfer personal data to third parties outside the European Economic Area with the approval of the Customer. Merak guarantees that this third party offers an appropriate level of protection and security of personal data within the meaning of the GDPR. The Customer shall not

refuse its approval without reasonable grounds. In case of refusal Merak reserves the right to terminate this Agreement and the Agreement and/or to suggest modifications to its modalities without having to pay damages to the Customer.

9. Merak shall take appropriate and reasonable technical and organizational measures to secure the personal data against loss or any form of unlawful processing, taking into account the state of the art and the costs of implementation.
10. Merak accepts to assist the Customer, to the extent possible and against a reasonable compensation, in fulfilling its obligations regarding data protection impact assessments and handling personal data breaches. Merak shall inform the Customer of any personal data breach that has occurred at Merak or at its sub-processor, without unreasonable delay, as soon as Merak becomes aware of the personal data breach. Merak shall under no circumstances notify the supervisory authority and/or the data subjects of any breaches on its own initiative.
11. Merak and all those working under its responsibility or supervision, shall respect, in their relations with third parties, the confidentiality of the personal data that are processed under this Processor Agreement. This obligation of confidentiality shall not apply when the Customer has authorized to communicate personal data to third parties, if the communication of personal data to third parties is necessary given the nature of the Customer's instructions and the execution of this Processor Agreement, or if such disclosure is required by law or a decision of a public authority or a judicial decision.
12. If a data subject addresses a request for access, rectification, erasure, transfer or restriction to the Customer, Merak shall, if the Customer does not have the possibility itself, to the best of its abilities and upon written request of the Customer, assist the Customer in fulfilling its obligation to respond to the data subject's request. Parties agree on a reasonable compensation for Merak for this service. If a data subject addresses a request for access, rectification, erasure, transfer or restriction directly to Merak, Merak shall promptly notify the Customer and shall not respond to such request on its own initiative.
13. The Customer shall be entitled to monitor compliance by Merak with this Processor Agreement by (i) requesting information from Merak that shows that Merak complies with the obligations contained in this Processor Agreement, and (ii) after obtaining Merak's authorization, to carry out or to have a certified auditor carry out an inspection at Merak's premises. An inspection at Merak's premises may not unnecessarily disturb Merak's activities and shall be limited to one inspection per year. The Customer shall notify the inspection to Merak in writing at least 15 working days in advance. Before the start of the inspection, Parties shall agree on the process of the inspection and on the parts that will be concerned by the inspection. The Customer shall bear the costs of the inspection. The Customer shall also pay a reasonable compensation for the efforts of Merak's accompanying staff.
14. In case of a proven breach by Merak of its obligations under this Processor Agreement or under the GDPR, Merak shall be liable for the direct damages incurred by the Customer. Merak shall not be liable for indirect, immaterial and/or consequential damages, including loss of profit, loss of opportunities, loss of and/or damage to data, loss of reputation, sanctions and/or fines, and unforeseeable damages. Merak's liability towards the Customer shall in any case be limited to the total amount paid by the Customer to Merak during the last 12 months under the Agreement.
15. Merak shall not retain the personal data longer than necessary for executing the Customer's instructions. Upon expiration of this period, termination of the Processor Agreement or expiration of another period determined by the Customer, Merak shall destroy the personal data entirely and irrevocably. Upon the Customer's written request, Merak shall return the personal data in the format in which the Customer communicated them, after which Merak shall destroy any copies entirely and irrevocably. Merak's obligation to destroy personal data under this provision shall not apply to the extent necessary to demonstrate its compliance with its obligations to the Customer, or in the event of a legal obligation, a binding decision of a public authority or a judicial decision.

16. This Processor Agreement shall terminate together with the termination of the Agreement, for any reason whatsoever. The provisions of this Processor Agreement remain valid to the extent necessary for the performance of this Processor Agreement and to the extent that they are meant to survive the end of this Processor Agreement. Among others, without limitation, provisions regarding confidentiality and disputes belong to the latter category.
17. Parties shall submit their disputes regarding this Processor Agreement exclusively to Belgian courts. The competent Belgian court is the court mentioned in the Agreement. If no court is appointed in the Agreement, the competent court shall be the court of the district where Merak is established.