

GENERAL TERMS AND CONDITIONS OF RENTAL INTERACTIVE TRADING 377 (PTY) LTD T/A INTERACTIVE STORAGE

MOVING IN AND VACATING OF STORAGE UNITS

Interactive Storage will endeavor to have units clean and available on the date as agreed to enable customers to move in. Should the previous tenant not vacate his unit on time, Interactive Storage will accommodate the customer as soon as possible or utilize alternative units till the requested units become available. Interactive Storage will remit any rent applicable to periods of non-occupation but will not be liable for damages, consequential damages, or other rights of action. Contract will normally terminate on the last day of the calendar month. We require **ONE CALENDER MONTH WRITTEN NOTICE**. Customers should vacate their storage unit(s) not later than 12 midday on the last day of the month or on the appropriate date as the case may be and should ensure that the unit is left clean and free of any waste material. In the event of there being an unreasonable amount of waste/packaging material left behind, a **R450** cleaning/disposal levy shall be deducted from the deposit.

NATURE OF GOODS TO BE STORED

The customer undertakes not to store on the premises, anything that may constitute a fire hazard, any explosive or unstable chemicals, and items which may have an offensive odor, anything that may be a nuisance to other customers or damage the storage facilities in any way or enhance any of the risks against which the building is insured. Interactive Storage reserves the right to call upon a customer to remove any items of this nature found to be on the premises, failing which, Interactive Storage may at its discretion, remove and dispose of such property.

ACCESS TO UNITS

Customers are required to complete a rental contract and make their initial arrangements for the storage of their property with Interactive Storage staff during office hours. Once the 'booking in' procedures have been completed, access to rented units will thereafter be during normal business hours, with the option to make prior arrangements to gain access outside these hours with the site manager. Interactive Storage management reserves the right to make a directive as to who may have access, without incurring any civil liability. The customer undertakes to accept directives of the staff on duty and/or any on-site directives provided by means of signage. The customer declares that he has made himself aware of all on-site signage and directives. Customers must provide their own locks. Keys will be retained by the customer at all times. Customers are not allowed to sublet to a third party.

RISK OF OWNERSHIP

The customer warrants that he/she is the lawful owner/possessor of all property stored at Interactive Storage. Should the customer be a legal person, the natural person signing this contract hereby declares, and fully indemnifies Interactive Storage against any claim to the contrary, that he/she is duly authorized by the legal person to declare that the property stored, belongs to the legal person, that he/she is duly authorized to store and control access to the stored property and that he/she is personally liable as co-principal debtor for all the obligations of the customer and that he/she chooses as his/her 'domicile' the same address as the customer. All property stored on behalf of the customer is at the sole risk of the customer. Interactive Storage will make every effort to protect and secure all property belonging to the customer but will not be liable under any circumstances, inclusive of, but not limited to fire, malicious or accidental acts, acts of God for any damage, destruction or theft of such property or any consequential loss associated thereto. The customer shall be required to obtain and pay for its own insurance so as to cover the risk of loss or damage.

STORAGE UNIT CONDITION AND USE

Customers may use the storage unit for storage and warehouse purposes only and agree not to use the units to manufacture, nor sell or conduct other business activities. The storage units may not be fitted with fittings and attachments that require nails, bolts, screws or adhesives in/on walls, floors or ceilings. Alterations are not permissible, unless duly acknowledged and authorized in writing by Interactive Storage and the customer shall not have any claim for compensation for any improvement on the premises. Customers agree to leave storage units and the facility clean and in the condition they found it. Any damage to the unit(s) should immediately be reported to the Interactive Storage staff. Interactive Storage may impose at any time any rule to prohibit or restrict activities, manage the driving or parking of vehicles or the utilization of facilities. Interactive Storage reserves the right to cancel this contract, should the customer be in breach of any of its conditions.

RISK OF USING THE FACILITY

Customers may enter the premises of Interactive Storage at any time during office hours, as set out or otherwise arranged, and make use of its facilities only under the supervision of Interactive Storage staff. Customers use the premises and the facilities, inclusive of but not limited to equipment, doors, gates, machinery, forklift, trolleys, stairs, roads, and floor surfaces at their own risk and hereby declare that they have observed and availed themselves of all the potential risks in using the facilities. Customers hereby indemnify Interactive Storage against any claims which may result from either, the customer, his agents or contractors, or any person brought onto the premises by the customer or brought onto the premises by the activities of the customer, using the premises and facilities and suffering bodily harm or death, in any way. No children below 10 years are allowed on upper level walkways.

PAYMENT

Rental may be as short as one month or for as long as required, on a calendar month basis. The first period rental, inclusive of VAT, with refundable deposit as set out, is due on signature of this contract and thereafter on the first day of each month. Once a unit reservation deposit has been received, the prospective tenant shall be required to take occupation of that unit within 15 days, whereafter a pro rata rental will be levied. Should a client have negotiated a long term (2 years or more) discounted rental contract, and, at any time during the stipulated term, wish to vacate, the tenant shall be liable to settle the difference between the unit list price and the discounted price paid. Payments must be made by means of DEBIT ORDER and/or ELECTRONIC FUNDS TRANSFER only. Tax invoices are sent to customers monthly by electronic mail and statements on request only. Interactive Storage may increase rentals with one calendar month notice on an annual basis.

CONTACT DETAILS

It is imperative that the customer immediately advise Interactive Storage, in writing, of any change in their contact details i.e. telephone/cell phone number, and email address, as well as residential address, during the rental term. Interactive Storage shall not, under any circumstances, be held liable in any way, for actions taken, as a result of not being able to contact the customer. In the event of dispute or litigation, the information furnished on the contract form shall be deemed to be correct and current, unless Interactive Storage has been advised otherwise.

OVERDUE AMOUNTS AND COLLECTIONS

Initial and subsequent payments shall be made 'in advance'. Interest on accounts, overdue for more than 14 days, will be charged at the prime rate of South Africa at that time, plus 2%. All costs to recover overdue amounts inclusive but not limited to legal costs (at attorneys own client scale) will be for the account of the customer. The customer consents that, until all outstanding amounts are paid, Interactive Storage has a lien over all goods stored. Should the customer fail to pay rental due, he/she hereby consents to the following:

- After ONE month : Interactive Storage to 'LOCK OUT' the customer from his/her unit and:
- After a period of THREE months, with due prior written notice; granting Interactive Storage THE RIGHT TO DISPOSE OF SUCH GOODS in any way it sees fit, as the customer will be deemed to have abandoned his/her goods, and to set off the proceeds therefrom against unpaid rental, damage and/or other expenses incurred by Interactive Storage in terms of this authority. For the purpose of this process, the customer agrees to choose his 'domicile' at the rented storage unit.
- The Lessee shall have no claim of any nature whatsoever against the Lessor resulting from the sale or disposal of the goods of the Lessee.
- **Severability Clause:** Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.