

## **General terms and conditions**

General terms and conditions of Modul-Kombinat GmbH (referred to below as: Modul Kombinat), Am Stener Berg 41m, 13125 Berlin, covering rental contracts for locker facilities which are concluded exclusively by means of remote means of communication

### **1. Scope of application**

These general terms and conditions have exclusive application to service contracts between Modul Kombinat and customers. Unless they have been individually confirmed in writing by Modul Kombinat, any general terms and conditions applied by the customer which contradict or diverge from these general terms and conditions will not be recognised.

### **2. Subject of the contract**

The subject of the contract is the rental of a mobile or stationary locker.

### **3. Rental period**

The rental period will depend on the location and period of use of the mobile or stationary locker. The period must be selected within the period available for booking on the website of Modul Kombinat at [www.safeboxen.de](http://www.safeboxen.de). The rental relationship will end on the expiry of the agreed rental period, unless it is terminated prematurely within the framework of legally permitted cases, or is extended by an appropriate agreement with Modul Kombinat.

### **4. Effective start of the contract**

#### **a) Offer to conclude a rental contract by the customer**

The description of the lockers on the Modul Kombinat website at [www.safeboxen.de](http://www.safeboxen.de) does not represent a binding offer to conclude a rental contract on the part of Modul Kombinat, but is merely an invitation to customers themselves to provide Modul Kombinat with an offer relating to the conclusion of a rental contract for a locker (so-called invitatio ad offerendum). The binding booking of a locker comes into effect when the customer accesses the relevant event on the Modul Kombinat website at [www.safeboxen.de](http://www.safeboxen.de) and enters the required locker size, rental duration and if relevant other bookable options, together with his or her personal data.

By activating the relevant checkbox, customers confirm that they accept the general terms and conditions of Modul Kombinat, together with the cancellation policy and the reference to the premature expiry of the right of revocation if they take advantage of the services before the expiry of the statutory revocation period. The booking cannot be concluded unless this checkbox is activated. The booking is then completed by a click on the "Place binding order" button. It is only when they click on the "Place binding order" button that customers submit a binding offer for the booking of the selected locker. Up to this point in time customers can any time check and if necessary amend their entries before sending them. After the booking has been received by Modul Kombinat the customer will receive an email confirming receipt of the offer by Modul Kombinat. Here the customer can once more check the information which has been submitted, so that any errors which have been made in the booking can still be corrected in good time.

When the customer receives the email confirming receipt of the offer by Modul Kombinat this does not yet constitute a contract.

#### **b) Acceptance by Modul Kombinat of the customer's offer to conclude a rental contract**

The rental offers and prices on the Modul Kombinat website at [www.safeboxen.de](http://www.safeboxen.de) are not binding, and are subject to confirmation of the customer's offer by Modul Kombinat. Modul Kombinat undertakes to notify customers without delay if lockers should become unavailable and to refund any payment which has been made immediately. As soon as payment has been received by Modul Kombinat the customer's offer to conclude a rental contract for a locker will be accepted in a separate email by Modul Kombinat.

## **5. Rent, time of payment, method of payment and delay in payment**

The rent for the locker becomes due immediately. Payment can be made by PayPal or by bank transfer. If the customer is in arrears with payment Modul Kombinat will have the right to charge the statutory interest on arrears (in the case of consumers 5% above the base rate, and in the case of commercial entities 9% above the base rate. This is without prejudice to the right of Modul Kombinat to demand a higher rate of interest or claim further damage on a different legal basis.

## **6. Deposit**

When the locker is made available **on site a cash deposit** is collected for the locker and the key. This deposit is not subject to interest. It is refunded to the customer when the locker and key are returned in good condition. Any claims on payment arising from the rental relationship and not yet settled by the customer will be deducted from the deposit.

## **7. Set off, right of retention**

Customers will only have a right of retention if their counterclaims have been legally certified, are not disputed or have been recognised by Modul Kombinat. Customers will only be entitled to exercise a right of retention if their counterclaim is based on the same contractual relationship. These restrictions do not apply to consumers.

## **8. Customer obligations**

Customers undertake to treat the locker with due care and keep it clean. They must look after the key to the locker carefully and protect it against access by unauthorised third parties. If a locker key is lost Modul Kombinat must be informed without delay. Lockers are provided to customers for use exclusively within the scope of statutory regulations. The lockers may not be used for the storage of substances which are perishable, hazardous or legally prohibited, in particular goods which violate youth protection, drug, firearms and fire protection legislation.

If the locker has a power supply, for technical reasons the following restrictions will apply to the use of the supply.

- The power supply must only be used to charge devices with low charging-power consumption, such as mobiles, tablets or cameras.
- For safety reasons, the power connections are limited to a maximum power of 15 watt per socket. Exceptions to this are the sockets in the High-Voltage lockers, which are limited to 90 watt.
- The power is generated locally and is therefore prone to disturbances and voltage fluctuations. Modul Kombinat assumes no liability for the use of the power source and for any defects in equipment caused by voltage fluctuations or failures.
- The socket may only be used to charge low-current-powered appliances, e.g. Mobile phone batteries, tablet batteries or camera batteries are used (maximum 15 watts and maximum of 90 watts in the High-Voltage lockers).
- Only one power-operated device may be connected to the socket. The connection of multiple sockets or power strips and / or - (USB) distributors is prohibited in 15 Watt lockers.
- The power connection must be protected against liquids of all kinds.
- Any problems with the power connection must be reported to Modul Kombinat without delay.

Customers are liable for any damage resulting from any breach of these provisions. Modul Kombinat does not in principle obtain information about the contents of the locker, but reserves the right at any time to require access to the locker in order to ensure that the above provisions are complied with.

## **9. Prohibition on renting lockers to third parties**

Customers who have rented a locker are prohibited from renting the locker on to third parties.

## **10. Exigent circumstances**

Modul Kombinat has a duplicate key and, if exigent circumstances apply, has the right to open the locker even without the consent of the customer.

## **11. Prevention of use, force majeure, exclusion of refund claims**

The agreed rent will be due even if customers are prevented from using the locker for reasons attributable to themselves. Modul Kombinat must, however, credit the customer with any expense which has been saved and benefits received from renting the locker to other customers.

If a case of force majeure occurs before the start of the rental period of the locker or during the period of rental of the locker, which results in the locker either not being available for use at all or only being available for use for part of the contractually agreed rental period, a full or partial reduction in rent is excluded.

A case of force majeure exists if an unavoidable coincidence acts as a damaging event and the event could not have been avoided even by the utmost care that could still reasonably be expected. This damaging event must have been caused by elementary forces of nature or by the actions of third parties, must be unforeseeable according to human insight and experience, and must not have been preventable or rendered harmless by economically acceptable means and also by the utmost care that could reasonably be expected in the circumstances. Cases of force majeure are therefore unavoidable events such as environmental influences of any kind, in particular high water, floods, storms, heavy rainfall events, earthquakes, volcanic eruptions, pandemics, but also minor events such as riots, blockades, boycotts, fires, civil war, embargoes, hostage-taking, war, revolution, sabotage, strikes (the last mentioned if they occur at a third party, for example the organizer on whose premises the locker facility is located), terrorism, traffic accidents.

Customers will have no right to compensation if Modul Kombinat is unable to make available the rented locker for reasons which are beyond the control of Modul Kombinat. Modul Kombinat undertakes to notify customers without delay if lockers should become unavailable whereby a reference in the Internet appearance of Modul Kombinat is sufficient for this.

## **12. Termination**

As the rental contract is concluded for a specific period of time, ordinary termination is excluded. In cases permitted by law the parties have the right of extraordinary termination.

Extraordinary termination of the rental contract can also be implemented by Modul Kombinat if customers fail to comply with the instructions of Modul Kombinat staff on site and if this jeopardises their legal property and/or that of Modul Kombinat and/or of third parties.

## **13. Return of the locker, compensation for non-return of the locker or loss of the key, right of use**

At the end of the rental period the locker must be returned in a clean and empty condition. Any contamination must be removed. The key must be returned to Modul Kombinat. Any tacit extension of the rental period if the customer continues to use the locker after the expiry of the rental period is hereby prohibited.

If after the end of the rental period the customer fails to return the locker, for the duration of the period until its return Modul Kombinat can charge the agreed rent or whatever rent would be customary locally in comparable cases. Modul Kombinat reserves the right to claim further compensation.

If the locker key is lost or not returned, Modul Kombinat will charge a fee of EUR 10.00, payable immediately. If the customer fails to pay this fee Modul Kombinat will have the right to satisfy its claims from the deposit or – until payment has finally been made – to exercise a right of retention to the property stored by the customer in the locker.

In addition Modul Kombinat can use the contents of the locker to satisfy any claims which are not covered by the deposit. Modul Kombinat will have the right to select the property to be used to satisfy its claims. In other respects such property will be sold in accordance with the provisions of the German Civil Code on the sale of pledged articles (§§ 1235 ff.). Modul Kombinat can store any articles which are not sold or any remaining funds in another location or at any other registered place of deposit. If it is not

legally permitted to deposit the contents of the locker and Modul Kombinat is unable to make use of them, Modul Kombinat will be able to destroy them after previously notifying the customer and documenting the process.

#### **14. Failure to collect the articles deposited in the locker; compensation for expenses**

If the customer fails to collect the articles deposited in the locker and requests their return, he or she will be responsible for the costs involved. In addition, an administrative fee of EUR 30.00 will be payable to Modul Kombinat. The administrative fee and shipping costs will be immediately payable in advance. Modul Kombinat will have the right to satisfy its claims from the deposit or – until payment has finally been made – to exercise a right of retention to the property stored by the customer in the locker. Modul Kombinat accepts no liability for damage which results from the shipping of the deposited articles, or for their loss. In other respects the provisions of Section 13 relating to the rights of use will apply accordingly.

#### **15. Liability**

Regardless of legal basis Modul Kombinat will only provide compensation to the following extent:

Modul Kombinat will be liable without limitation for damage to life, limb or health resulting from a deliberate or grossly negligent violation of its obligations by its legal representatives or those acting on its behalf, and for claims in relation to product liability legislation, as well as damage resulting from a deliberate or grossly negligent breach of contract and deception on the part of its legal representatives or those acting on its behalf.

Modul Kombinat will also be liable for damage caused by simple negligence if this negligence is related to the violation of contractual obligations which are essential for achieving the purpose of the contract (cardinal obligations). However, in such cases Modul Kombinat will only be liable for the kind of damage which was predictable on the conclusion of the contract and typical of this kind of contract. With regard to property legally deposited in the locker by customers, this is restricted to EUR 500.00 per locker for cases of damage or loss. In other respects Modul Kombinat will not be liable for simple negligible violation of ancillary obligations which are not essential to the performance of the contract. The limitations on liability described in sentences 1 - 4 will also apply in terms of the liability of legal representatives, senior executive personnel and other parties acting on behalf of the company. Regardless of the legal nature of the claim which is asserted, any further liability is excluded. To the extent that liability is excluded or limited, this also applies to the personal liability of the employees and representatives of Modul Kombinat and those acting on its behalf.

#### **16. Dispute resolution in consumer affairs**

Settlement of online disputes in accordance with Art. 14 Section 1 of the Directive on Online Dispute Resolution: the European Commission makes available a platform for the online resolution of disputes at <http://ec.europa.eu/consumers/odr/>.

#### **17. Place of jurisdiction, applicable law and place of fulfilment**

If the customer is a business entity, legal entity under public law or a special fund under public law the registered location of Modul Kombinat will be the place of jurisdiction for any dispute arising from the contractual relationship. However, the system provider will also have the right to bring proceedings against the customer at the customer's own registered location. If the customer is not a commercial entity the applicable statutory regulation will apply. This contract and its interpretation will be subject to the laws of the Federal Republic of Germany. This choice of applicable law will be without prejudice to mandatorily applicable provisions for the protection of consumers in accordance with the applicable law in their usual place of residence if in concrete cases this law takes precedence over the law of the Federal Republic of Germany.

Unless provided otherwise in the confirmation of booking, the place of fulfilment will be the registered location of Modul Kombinat.

**18. Written form, severability clause**

Any changes, supplements or incidental agreements will only be valid if concluded in text form, unless specified otherwise in these general terms and conditions. This text form specification will also apply to any waiver of this requirement. Communication by email will meet text form requirements.

If any of the above provisions is invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions. The parties agreed to replace any invalid or unenforceable provision with whatever valid and enforceable provision comes closest to meeting the original business purpose of the invalid or unenforceable provision.

Status of the GTC: July 2023