

# Blue Box

## –STORAGE–

general terms and conditions / terms of the rental agreement

Page 1 of 4



**The general terms and conditions**, which also constitute the **terms of the rental agreement**, form an integral part of the rental agreement. They are available in Croatian, German, English, and Italian at the lessor's office. Additionally, they are published on the website [www.bluebox.hr](http://www.bluebox.hr) and can be provided upon request via email in PDF format.

The lessee is aware that the lessor's employees are, as a rule, not authorized to make statements or assume obligations that go beyond or deviate from the content of the rental agreement. Such statements or obligations by the lessor's employees exceed their authority. This does not exclude the possibility for the lessee and an authorized representative of the lessor to jointly amend the rental agreement in writing.

### 1. Purpose of the Rental, General

The lessee is entitled to use the rented storage space exclusively for storage purposes in accordance with the general terms and conditions listed below and the rental agreement offer (prepared by the lessor based on the parameters selected by the lessee and sent to the lessee for signature).

### 2. Access to the storage

**2.1.** The lessee has the right to access the storage space during business hours or by prior arrangement. Business hours may be changed at any time. The lessee is not entitled to claim compensation from the lessor for temporary interruptions in the supply of water, electricity, etc., provided that the lessor promptly takes measures to resolve the issue.

**2.2.** Only the lessee, a person authorized by the lessee in writing, or someone accompanying them is authorized to access the storage space. The lessee can revoke such authorization at any time in writing (e.g., via email). The lessor has the right, but not the obligation, to request identification from any person attempting to enter the storage facility and may deny entry in the case of inadequate identification.

**2.3.** In the event of an emergency, the lessor or an authorized person has the right to enter the storage space and open the storage units if necessary.

**2.4.** The lessor has the right, with prior notice, to access all storage units for mandatory inspections or necessary maintenance work, including work ensuring the safety or functionality of the facility. If required, the lessor has the right to open storage units without additional permission from the lessee, relocate stored items to an alternative suitable space, and/or carry out the necessary work.

**2.5.** The lessor has the right to, without prior notice to the lessee:

- open, enter, and relocate items from the storage unit in accordance with point 4.2;
- take necessary measures:
  - if there is a reasonable suspicion that the storage space contains prohibited items as outlined in point 3, which could endanger surrounding areas;
  - if there is reasonable suspicion that the storage space is being used contrary to the agreement and the lessee does not permit inspection of the space;
  - if competent authorities (police, fire department, or other authorities) require the opening of the storage space.

**2.6.** The lessor is obligated to ensure the storage unit is re-locked after any intervention, at their own expense, and to restore access to the lessee.

**2.7.** If the rented space must be vacated due to an official order, the rental agreement is terminated.

### 3. Use of the Storage by the tenant

**3.1.** The lessee guarantees that the items stored in the BlueBox facility are their property or that the



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person(s) owning the property have authorized them to handle the items and granted permission for their storage.

**3.2.** The storage of the following items is prohibited: food or perishable goods, unprotected clothing (especially fur coats), living beings of any kind; flammable or easily combustible substances/liquids such as gas, paint, gasoline, oil, solvents, batteries of any kind; pressurized gases; prohibited or illegal items/substances, weapons; explosives, ammunition (unless stored in compliance with the law); chemicals, radioactive substances, biological weapons; toxic waste, asbestos, or other potentially hazardous materials; anything that may emit smoke, odors, or other emissions; any prohibited substances or products.

**3.3.** The lessee and any person entering the premises on their behalf or with their authorization are prohibited from:

1. Using the space or facility in a way that causes disturbances, damage, or inconvenience to other lessees or the lessor.
2. Engaging in activities that violate insurance provisions or storage bans outlined in point 3.2, or that require official permits (e.g., business activities).
3. Allowing any kind of emissions from the storage unit.
4. Obstructing traffic on the premises or third parties in any way.

**3.4.** The lessee is required to immediately report any damage to the storage space or facility to the lessor and follow the staff's instructions.

**3.5.** The lessee does not have the right to transfer the rights under this agreement, either partially or fully, to third parties.

#### 4. Alternative storage space

**4.1.** In the event of an important reason (e.g., necessary repairs, reconstruction, official orders, emergencies, etc.), the lessor has the right to move the items to an alternative storage space of similar size and appropriate conditions. The lessee is not entitled to claim compensation from the lessor due to circumstances outlined in this clause.

**4.2.** If the items are relocated in accordance with point 4.1., the existing agreement remains in effect under the same conditions but applies to the alternative space. The lessee does not have the right to return to the original space.

#### 5 Deposit, rent payment, termination, delay, lien

##### 5.1. Deposit

**5.1.1.** Upon taking possession of the rental item, the lessee is required to deposit an amount of 100.00 euros (in words: one hundred) with the lessor.

**5.1.2** The lessor will return the deposit no later than 21 days after the end of the rental period, without interest, reduced by amounts necessary for:

1. Cleaning the space if required due to stored items.
2. Covering damages caused by the lessee or authorized persons.
3. Covering outstanding debts, reminder costs, interest, relocation, and/or destruction of remaining items.

##### 5.2. Rent, minimum rental period, due date, payment

**5.2.1.** The rental amount is defined in the contract. The minimum rental duration is one month. The billing period, unless otherwise stated, is monthly.

**5.2.2.** The agreed rental amount is based on the lessor's calculation, which is regularly reviewed (at least once a year). If the calculation changes at the time of review, the rent will be adjusted accordingly. The lessor is required to notify the lessee at least four weeks before the planned adjustment of the rent, specifying the effective date of the new rent. The lessee has the right to terminate the contract extraordinarily due to the rent increase, provided this is exercised no later than



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### general terms and conditions / terms of the rental agreement

Page 3 of 4

two weeks before the new rent comes into effect. The termination must be submitted in writing (e.g., via email).

**5.2.3.** The first payment is due at the start of the rental period and covers the first billing period. Subsequent payments follow as per the contract.

**5.2.4.** Payments are applied primarily to other costs, then to interest, and finally to the rent.

**5.2.5.** The lessee cannot offset their claims against the lessor's receivables unless determined by a final court decision, an arbitration ruling, or if such claims are undisputed by the lessor.

**5.2.6.** Business clients who have declared that they exercise the right to deduct input tax must, upon the lessor's request, provide proof that the rented spaces/units are used exclusively for purposes allowing (full) input tax deduction. The lessee is obliged to immediately inform the lessor of any changes to their tax status that may affect the rental agreement. The lessee is liable for any consequences arising from incorrect or delayed information, unless they are not responsible for breaching the obligation to inform the lessor in a timely manner.

**5.2.7.** The lessee may cancel the reservation free of charge up to 14 days before the planned start of use. The lessor will promptly refund the full prepayment, which will be returned within five days via the original payment method. If the lessee cancels within less than 14 days before the rental start date, the refund is reduced by 25%. In the event of the lessee's no-show, no refund is possible, and the lessee is charged the full rent for the agreed period.

#### 5.3. Late payment

**5.3.1.** In the event of a delay by the lessee in paying the agreed rent, the lessor has the right to charge statutory interest and an additional administrative fee of 15.00 euros (in words: fifteen) for processing (e.g., issuing reminders, internal communication) if the delay exceeds ten days. In addition, the lessee is obligated to cover all collection costs incurred, such as fees for collection agencies or attorneys.

**5.3.2.** If the lessee has outstanding debts to the lessor, the lessor has the right to deny the lessee access to the storage space until the debts are settled. This measure does not affect the lessee's obligation to fulfill their contractual payment obligations.

#### 5.4. Retention of goods, replacement measures

**5.4.1.** To secure claims under the rental agreement and other claims arising in connection with the storage of goods, the lessor has the right to retain the items stored in the rented storage unit. In addition to the agreed rent and other costs, the lessor is entitled to compensation for expenses necessary to preserve the goods in the event of a delay.

**5.4.2.** The lessor's statutory right of retention remains unchanged.

### 6. Termination of the rental agreement

**6.1.** The cancellation terms are defined in the contract. If the agreement is terminated during the rental period, the notice period begins at the end of the current month. If the agreement is terminated before the end of the minimum rental period, the lessee may be required to pay the price difference due to the shorter rental duration.

**6.2.** Both parties have the right to terminate the agreement extraordinarily in writing (e.g., via email) due to serious breaches of contractual obligations. Grounds for extraordinary termination by the lessor include, but are not limited to, violations of the provisions outlined in points 3 through 6 or the cessation of the lessor's operations at the location.

### 7. Limitation of liability of the lessor

**7.1.** The lessor is not liable for damages incurred by the lessee unless caused intentionally or by the lessor's gross negligence. In cases of ordinary negligence, the lessor's liability is limited to typical and foreseeable damages arising from the breach of essential contractual obligations, whose fulfillment enables the proper execution of the contract and on which the lessee regularly relies. The lessor's



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liability is not limited in cases of intentional misconduct, gross negligence, or damages to life, body, or health.

**7.2.** The lessor is not liable for damage to goods occurring during relocation or transport at the lessee's request.

**7.3.** The lessee renting a standard steel container is required to ventilate the container regularly to prevent condensation. The lessor is not liable for damages caused by condensation resulting from irregular ventilation of the container.

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### 8. Insurance

**8.1.** The lessee is required to insure the goods stored in the storage unit against all potential damages during the rental period.

**8.2.** The lessor is not responsible for verifying the validity or adequacy of the lessee's insurance and is not liable for any underinsurance of the goods.

**8.3.** The lessee may, by paying an additional fee, insure the goods through the lessor up to a predetermined amount. Details of additional insurance options are available in the annex to the rental agreement.

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### 9. Extension of the contract

If the lessee continues to use the storage unit after the contract has expired, this will not be considered an extension of the contract.

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### 10. Other provisions

**10.1.** All communications between the contracting parties must be delivered in writing to the addresses specified in the contract. Both parties are obligated to immediately notify the other party of any address changes.

**10.2.** The lessor may transfer the rights and obligations under the contract to legal successors or third parties without the prior consent of the lessee.

**10.3.** Traffic regulations apply on the lessor's premises. All staff instructions must be strictly followed.

**10.4.** In the event of legal disputes, the court in Poreč, Republic of Croatia, shall have jurisdiction.

**10.5.** If any provision of the contract becomes invalid or void, the remaining provisions shall remain in effect. The invalid provision will be replaced by a valid one that best aligns with the economic intent and purpose of the contract.

**10.6.** If the contract contains legal gaps, the parties agree to fill such gaps with provisions that correspond to the spirit and purpose of the contract.



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