Terms and Conditions



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DEFINITIONS

In these terms and conditions, the following words have the following meanings:

Access Hours: The hours permitted access to the Unit

ACP: Alternate Contact Person named in the RSS01 form

Agreement: These terms and conditions and the information set out in the RSS01 form

Deposit: The amount specified in the RSS01 form

Month: The period of 30 consecutive days, starting from the signing date of the RSS01. Each subsequent period of thirty consecutive days shall also constitute a 'Month'

Goods: Anything Storer store in the Unit at any time during this Agreement

Facility: The premises on which the Unit is situated

Storage Fee: Being the amount set out in the RSS01 form or as most recently notified the Storer by the Facility owner Kypros Economides Ependysis LTD

Unit: The storage unit specified in the RSS01 form or any alternative storage unit Kypros Economides Ependysis ltd may specify under Condition 23

Facility Owner, We, Us, our: The Company named in the RSS01 form

Storer, You, your: the Customer named in the RSS01 form

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CONDITIONS:

STORAGE:

1. So long as all fees are paid up to date, Storer: (a) is licensed to store Goods in the Unit allocated to Storer by Kypros Economides Ependysis Ltd from time to time and only in that Unit; (b) is deemed to have knowledge of the Goods in the Unit; and (c) warrants that it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent Kypros Economides Ependysis Ltd the owner.

2. Kypros Economides Ependysis Ltd: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Storer acknowledges that Kypros Economides Ependysis Ltd does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

3. This Agreement will come into existence between the Kypros Economides Ependysis Ltd (Facilitate Owner) and Storer, when Kypros Economides Ependysis Ltd notifies the Storer that they have accepted the order by signing the **RSS01 form.** The storage period will begin on the date agreed with Storer during the order process and set out on the **RSS01 form.**

COST:

4. Storer must pay the Deposit and all fees on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for any unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by electronic transfer and/or pos transaction within 21 days of expiry or termination of this Agreement.

5. Storer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Storer by Kypros Economides Ependysis Ltd), payable in advance on the first day of each “Month”, and it is Storer's responsibility to see that payment is made directly to Kypros Economides Ependysis Ltd on time and in full throughout the period of storage. Any Storage Fees paid by direct debit and/or bank transfer and/or POS transaction or/and cash and will not be credited to Storer’s account unless the Storer identifies the payment clearly and as directed by Kypros Economides Ependysis Ltd and, Kypros Economides Ependysis Ltd shall have no liability to and shall be indemnified by Storer if Kypros Economides Ependysis Ltd takes steps to enforce the Agreement (including the sale of Goods) due to the Storer’s failure to identify a payment. Kypros Economides Ependysis Ltd will not accept that payment has been made

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until it has received cleared funds and, if a bank transfer or direct debit (pos) is dishonored, may charge the Return Fee; No refunds will be given for prepaid rental payments. (b) the Cleaning Fee, to be invoiced at Kypros Economides Ependysis Ltd discretion in circumstances described in this Agreement; (c) a Late Payment Fee each time a payment is late or cancelled from the Due Date to the date of actual payment; (d) any costs incurred by the Kypros Economides Enterprises Ltd in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement and (f) the Storer hereby expressly, irrevocably and unconditionally authorizes the Kypros Economides Ependysis Ltd charge the Storer Credit or Debit card (including Visa), the details of which have been lawfully provided by the Storer for the payment of all amounts due under this Self Storage License Agreement, including but not limited to license fees, service charges, administrative fees, penalties, interest, late payments fees, damages and any other sums payable hereunder. Where Storer has more than one agreement with Kypros Economides Ependysis Ltd, all will form one account with Kypros Economides Ependysis Ltd and Kypros Economides Ependysis Ltd may in its sole discretion elect to apply any payment made by or on behalf of Storer on this agreement against the oldest Debt due from Storer to Kypros Economides Ependysis Ltd on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

6. Kypros Economides Ependysis Ltd takes the issue of prompt payment very seriously and has a right of lien. If any sum owned to Kypros Economides Ependysis Ltd is not paid when due, Storer authorizes Kypros Economides Ependysis Ltd without further notice to: (a) refuse Storer and its agents access to the Goods, the Unit and the Facility and overlock the Unit until the amount due and all interest and other fees related to it (Debt) have been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge Storer for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, exercise a lien over and/or sell or dispose of some or all of the Goods in accordance with Condition of this Agreement. Storer acknowledges that (a) Kypros Economides Ependysis Ltd shall be entitled to continue to charge storage. From the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of, Kypros Economides Ependysis Ltd excludes any liability in respect of the Goods and any duty of care however it may arise; (b) Kypros Economides Ependysis Ltd will sell the Goods as if Kypros Economides Ependysis Ltd was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Storer does not pay fees on the Due Date, the value of any discounts and special

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offers (including periods of free storage) which Storer has received will be payable by Storer in full.

7. On expiry or termination of this Agreement, if Storer fails to remove all Goods from the Unit, Kypros Economides Ependysis Ltd is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions of this Agreement. Storer is liable for Storage Fees from the period from abandonment to the sale or disposal of the Goods (Debt).

8. Before Kypros Economides Ependysis Ltd sells or disposes of the Goods, it will give Storer notice in writing directing Storer to pay (if Storer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery to the address last notified by Storer to Kypros Economides Ependysis Ltd in writing and/or by email. If no address within Cyprus has been provided, service effected by email only shall be deemed valid and sufficient, using any email address held by Kypros Economides Ependysis Ltd for the Storer and any ACP. If Storer fails to pay the Debt and/or collect the Goods (as appropriate) within one month of this notice Kypros Economides Ependysis Ltd will access your space and begin the process to sell or dispose of the Goods. Storer consents to and authorizes the sale or disposal of all Goods without further notice regardless of their nature or value. Kypros Economides Ependysis Ltd will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. Kypros Economides Ependysis Ltd may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

9. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, Storer must pay Kypros Economides Ependysis Ltd the balance within 7 days of a written demand from Kypros Economides Ependysis Ltd. Interest at a rate of 6% will be charged on the balance until payment in full has been made. Kypros Economides Ependysis Ltd may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from Storer, Kypros Economides Ependysis Ltd will hold the balance for the Storer but no interest will accrue on it.

10. If, in the opinion of Kypros Economides Ependysis Ltd and entirely at the discretion of Kypros Economides Ependysis Ltd, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, Storer authorises Kypros Economides Ependysis Ltd to treat the Goods as abandoned and Kypros Economides Ependysis Ltd may dispose of all Goods by any means at Storer's cost. Kypros Economides Ependysis Ltd may dispose of Storer's Goods in the event that Goods are

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damaged due to fire, flood or other event that has rendered them, in the opinion of the Kypros Economides Ependysis Ltd, severely damaged, of no commercial value, or dangerous to persons or property. Kypros Economides Ependysis Ltd does not need the prior approval of Storer to take this action but will send Notice via email to Storer within 7 days.

11. Any items left unattended in common areas or outside the Storer's Unit at any time may at Kypros Economides Ependysis Ltd discretion be moved, sold or disposed of immediately with no liability to Kypros Economides Ependysis Ltd.

ACCESS:

12. Storer has the right to access the Unit during Access Hours as posted by Kypros Economides Ependysis Ltd and subject to the terms of this Agreement. Kypros Economides Ependysis Ltd will try to provide advance warning of changes to Access Hours by notice at the Facility but reserve the right to change Access Hours temporarily to other reasonable times without giving prior notice.

13. Only Storer or others authorized or accompanied by Storer (its Agents) may access the Unit. Storer is responsible for and liable to Kypros Economides Ependysis Ltd and other users of the facility for its own actions and those of its Agents. Kypros Economides Ependysis Ltd may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at Kypros Economides Ependysis Ltd sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

14. Kypros Economides Ependysis Ltd may refuse Storer access to the Unit and/or the Facility where moneys are owing by Storer to Kypros Economides Ependysis Ltd, whether or not a formal demand for payment has been made, or if Kypros Economides Ependysis Ltd considers the safety or security of any person, unit or goods on or at the Facility will be put at risk.

15. Storer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk and Kypros Economides Ependysis Ltd shall have no liability whatsoever arising therefrom.

16. Storer authorizes Kypros Economides Ependysis Ltd and its agents and contractors to enter the Unit in the following circumstances and to break the lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the

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event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if Kypros Economides Ependysis Ltd believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if Kypros Economides Ependysis Ltd is obliged to do so by law, by the Police, Fire Services, Trading Standards & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise Kypros Economides Ependysis Ltd lien or power of sale or disposal in accordance with this Agreement.

17. Children under the age of 16 must be closely accompanied by their guardian at all times at the Facility.

18. The Facility can be busy with multiple activities involving heavy duty lifts, forklift trucks, trolleys and pallet trucks. Anyone entering is not to run, climb onto or into any plant or equipment or ride on any of the trolleys or pallet trucks. If anyone should be injured when engaged in such activity, Kypros Economides Ependysis Ltd cannot be held responsible for any resulting claim. Trolleys or trucks must not be allowed to be used in a manner that may cause injury or damage to property, not least the walls of the unit, the doors, customers Goods and vehicles. If any claims were to occur due to the inappropriate behaviour of the Storer or any person under the Storer's control, Storer will be held responsible.

STORER'S RESPONSIBILITIES:

19. Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked so as to be secure from unauthorized entry at all times when the Storer is not in the Unit. Kypros Economides Ependysis Ltd will not be responsible for locking any unlocked Unit. Each Unit shall be secured by a dual-lock system, requiring both the Storer's padlock and a separate lock applied by Kypros Economides Ependysis Ltd. Access to the Unit shall only be possible when both parties are present and both locks are removed. The Storer shall not place a padlock in the overlocking position designated for Kypros Economides Ependysis Ltd, and Kypros Economides Ependysis Ltd may remove or cut off any such padlock at the Storer's expense.

20. Storer must not store (or allow any other person to store) any of the goods listed in the "Forbidden Items List" referred to as Annex I in the present.

21. Storer will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to Kypros Economides Ependysis Ltd or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at

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the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of Kypros Economides Ependysis Ltd or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised in writing by Kypros Economides Ependysis Ltd; or (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.

22. Storer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness of or damage to the Unit or Facility, Kypros Economides Ependysis Ltd will be entitled to retain the Deposit, charge a Cleaning Fee, and/ or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

23. Storer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform Kypros Economides Ependysis Ltd of any damage or defect immediately it is discovered and comply with the reasonable directions of Kypros Economides Ependysis Ltd employees, agents and contractors and any other regulations for the use, safety and security of the Facility as Kypros Economides Ependysis Ltd shall issue periodically.

24. This Agreement does not confer on Storer any right to exclusive possession of the Unit and Kypros Economides Ependysis Ltd reserves the right to relocate Storer to another Unit not smaller than the current Unit (a) by giving 7 days' notice during which the Storer can elect to terminate their agreement under the Conditions of this Agreement or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, Kypros Economides Ependysis Ltd will pay Storer's reasonable costs of removal if approved in writing by Kypros Economides Ependysis Ltd in advance of removal. If Storer does not arrange removal by the date specified in Kypros Economides Ependysis Ltd notice, then Storer authorizes Kypros Economides Ependysis Ltd and its agents to enter Unit acting as Storer's agents and at Storer's risk (except for damage caused willfully or negligently which is subject to the limitations in the Condition this Agreement). Following removal, the **RSS01 form** will be varied accordingly, by substituting the new Unit number only, while otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

25. Storer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. Kypros Economides Ependysis Ltd makes no warranty

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or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

26. Kypros Economides Ependysis Ltd may refuse to permit Storer to store any Goods or require Storer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

27. Storer must give Notice to the Kypros Economides Ependysis Ltd in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 7 days of any change. Storer agrees Kypros Economides Ependysis Ltd is entitled to discuss any default by the Storer with the ACP registered on the **RSS01 form**.

RISK AND RESPONSIBILITY:

28. Kypros Economides Ependysis Ltd will not be liable for any loss or damages suffered by Storer resulting from an inability to access the Facility or the Unit, regardless of the cause.

29. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason whatsoever. Kypros Economides Ependysis Ltd excludes all liability in respect of loss or damage to (a) Storer's business, if any, including consequential loss, lost profits or business interruption; and (b) Goods, in any case, caused by Normal Perils (fire, sprinkler leakage, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid, moth, insect, vermin, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind ("the Normal Perils"), accidental damage from any cause whatsoever), or by mildew, heat, spillage of material from any other unit, or any other reason whatsoever, including as a result of negligence by Kypros Economides Ependysis Ltd, its agents and/or employees above the sum of €100.00 (One Hundred Euros) which Kypros Economides Ependysis Ltd considers to be the normal excess on a standard household policy whether or not that policy would cover the Goods. Kypros Economides Ependysis Ltd does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or willful default on the part of Kypros Economides Ependysis Ltd, its agents and/or employees.

30. Kypros Economides Ependysis Ltd does NOT insure the Goods and it is a condition that the Goods remain insured by Storer at all times while they are in

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storage against all Normal Perils for their Replacement Value (as set out on the cover sheet). Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. Kypros Economides Ependysis Ltd does not give any advice concerning insurance cover given by any policy and Storer must make its own judgment as to adequacy of cover. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean Kypros Economides Ependysis Ltd has approved the cover or confirmed it is sufficient.

31. Storer will be liable for and compensate Kypros Economides Ependysis Ltd for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Kypros Economides Ependysis Ltd or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by Storer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

32. Storer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Storer, and includes any and all Liabilities resulting from such a breach.

33. If Kypros Economides Ependysis Ltd has reason to believe that Storer is not complying with all relevant laws Kypros Economides Ependysis Ltd may take any action it believes to be necessary, including but not limited to the action outlined in the present, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that Kypros Economides Ependysis Ltd may take such action at any time even though Kypros Economides Ependysis Ltd could have acted earlier.

34. In respect of circumstances outside Kypros Economides Ependysis Ltd reasonable control, Kypros Economides Ependysis Ltd shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Facility by, or arrest or

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seizure or confiscation of Goods by, competent authorities. If this happens, Kypros Economides Ependysis Ltd will not be responsible for failing to allow access to the Goods, Unit and/or the Facility so long as the circumstances continue. Kypros Economides Ependysis Ltd will try to minimize any effects arising from such circumstances.

PERSONAL DATA

35. Kypros Economides Ependysis Ltd collects information about Storer on registration and whilst this Agreement continues, including personal data (Data). Kypros Economides Ependysis Ltd Processes Data in accordance with the Data Protection Law (GDPR Law) and uses it to process payments, communicate with Storer and generally maintain Storer's account. Kypros Economides Ependysis Ltd may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which Kypros Economides Ependysis Ltd is a member. Kypros Economides Ependysis Ltd will release Data and other account details at any time if it considers in its sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Facility, (f) if Kypros Economides Ependysis Ltd considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if Kypros Economides Ependysis Ltd sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of Kypros Economides Ependysis Ltd assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that Kypros Economides Ependysis Ltd, holds on them and requests should be emailed or sent to the addresses on the cover sheet. A small charge may be made for this service.

36. If Storer agrees, Kypros Economides Ependysis Ltd will use Data for marketing and like purposes, including to provide Storer with information on products or services provided by Kypros Economides Ependysis Ltd and/or its business partners in response to requests from Storer or if Kypros Economides Ependysis Ltd believes they may be of interest. Storer's choice with regard to the relevant use of Data is indicated in the cover sheet.

NOTICE:

37. Notices to be given by, Kypros Economides Ependysis Ltd or Storer must be in writing and must either be delivered by hand or sent by pre-paid post. Kypros

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Economides Ependysis Ltd may also give Notice to Storer by SMS or email if Storer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from Kypros Economides Ependysis Ltd to Storer will be sent to the address on the cover sheet or the most recent address in Cyprus Republic notified to Kypros Economides Ependysis Ltd. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to Storer if Kypros Economides Ependysis Ltd serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the ACP. Any notice from Storer must be sent to the Kypros Economides Ependysis Ltd at the address on the cover sheet. In the event that there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMINATION:

38. Either party may terminate this Agreement by giving the other party Notice of Termination specifying the Due Date in accordance with period indicated below:

    38.1. Kypros Economides Ependysis Ltd may terminate this Agreement by giving the Storer 30 days Notice. Following termination, the Unit will be inspected by Kypros Economides Ependysis Ltd and any damage, cleaning costs or other charges required to restore the Unit to the required condition shall be deducted from the Deposit.

    38.2. Kypros Economides Ependysis Ltd may terminate this Agreement immediately by Notice if the Storer: (a) engages in any illegal or environmentally harmful activity; or (b) breaches any term of this Agreement and, where such breach is capable of remedy, fails to remedy it within 14 days of receiving notice. In those cases, and in any case of termination due to breach by the Storer, all Storage Fees for the remaining license duration shall become immediately due and payable, and the Deposit shall be retained by Kypros Economides Ependysis Ltd.

    38.3. If the Storer terminates this Agreement for any reason other than a breach, the Storer shall pay the Storage Fees for the current Month, and the Deposit shall be retained by Kypros Economides Ependysis Ltd.

    38.4. In all cases, Storer must also pay any expenses on default or any other money owed to Kypros Economides Ependysis Ltd up to the Termination Date, as these will be calculated by Kypros Economides Ependysis Ltd.

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38.5. The Storer must vacate the Unit on or before the Due Date and leave the Unit in the same condition as it was at the commencement of period, fair wear and tear excepted, to the satisfaction of Kypros Economides Ependysis Ltd. In the event that Goods and/or refuse are left in the Unit after the Due Date the present Terms and Conditions will apply.

38.6. If Kypros Economides Ependysis Ltd enters the Unit for any reason and no Goods are found to be stored therein, Kypros Economides Ependysis Ltd shall be entitled to terminate the Agreement without prior notice, provided that written notice of such termination is given to the Storer within seven (7) days thereafter.

39. Storer agrees to examine the Goods carefully on removal from the Unit and must notify Kypros Economides Ependysis Ltd of any loss or damage to the Goods as soon as is reasonably possible after doing so.

40. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

RECEIVING DELIVERIES

41. If Storer arranges for a third party to deliver Goods to the Facility, Storer must be at the Facility to offload and onward move the Goods into Storer Unit. If You are not at the Facility, Kypros Economides Ependysis Ltd reserves the right to refuse to accept delivery. If Kypros Economides Ependysis Ltd agree (in absolute discretion) to accept any delivery of Goods on Storer behalf and place in a temporary storage location, Storer acknowledges that Kypros Economides Ependysis Ltd shall have no liability whatsoever for any shortfall, loss or damage, however caused, to the Goods accepted or moved by Kypros Economides Ependysis Ltd on Storer behalf. Kypros Economides Ependysis Ltd reserves the right to charge Storer in respect of such delivery to cover Kypros Economides Ependysis Ltd storage and handling charges, if the Kypros Economides Ependysis Ltd deems this appropriate.

42. If Kypros Economides Ependysis Ltd agree (in absolute discretion) to accept any mail which is addressed to Storer at Storer Unit, Storer acknowledge that Kypros Economides Ependysis Ltd shall have no liability whatsoever if such mail is lost, stolen or damaged in any way. Kypros Economides Ependysis Ltd reserves the right to charge Storer for handling mail. Storer must indemnify Kypros Economides Ependysis Ltd against any costs, expenses, claims, loss or damage incurred by

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Kypros Economides Ependysis Ltd as a result of any agreement to accept deliveries of Goods or mail on Storer behalf.

43. If Storer arrange for heavy or abnormally large equipment to be delivered to the Facility for storage, Kypros Economides Ependysis Ltd are to be given 24 hours' notice to enable Kypros Economides Ependysis Ltd to arrange for the necessary skilled labour, cranage or forklift truck to complete the offloading and subsequent reloading. All such work must be undertaken by Kypros Economides Ependysis Ltd as third-party contractors or individuals are not insured to undertake such work at our facilities. Storer must advise Kypros Economides Ependysis Ltd of the replacement value of the incoming consignment as it must be insured for the offloading and subsequent storage.

GENERAL:

44. Kypros Economides Ependysis Ltd may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing and signed by one of Kypros Economides Ependysis Ltd directors. The modified terms will take effect on the first Due Date occurring not less than 14 days after the Kypros Economides Ependysis Ltd notice. Storer may terminate without charge before the change takes effect by giving notice in accordance with Conditions of this Agreement. Otherwise, Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

45. Storer acknowledges and agrees that :(a) the terms of this document constitute the whole contract with Kypros Economides Ependysis Ltd and, in entering this contract, Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement; (b) it has raised all queries relevant to its decision to enter this Agreement with Kypros Economides Ependysis Ltd and Kypros Economides Ependysis Ltd has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of Storer; (c) any matters resulting from such queries have, to the extent required by Storer and agreed to by Kypros Economides Ependysis Ltd, been reduced to writing and incorporated into the terms of this Agreement; (d) if Kypros Economides Ependysis Ltd decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent Kypros Economides Ependysis Ltd from later deciding to exercise or enforce that right unless Kypros Economides Ependysis Ltd tells Storer in writing that Kypros Economides Ependysis Ltd has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and Kypros Economides Ependysis Ltd will have any rights under this Agreement and accordingly no person other than the Storer and the Kypros Economides

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Ependysis Ltd shall have any rights arising from this Agreement; (f) if any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law; (g) Storer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; and (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately.

46. This Agreement shall be governed by Cyprus law and any dispute or claim arising from or relating in any way to this Agreement shall be subject to the exclusive jurisdiction of Cyprus court. The parties must endeavor to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief to mediation.

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