



RISK OF OWNERSHIP

The customer warrants that he/she is the lawful owner/possessor of all property stored at PD Nixon Containers. The natural person signing this contract on behalf of the customer, as per detailed description in par 4, hereby declares and fully indemnifies PD Nixon Containers against any claim to the contrary, that he/she is duly authorized by the customer, be that a legal or natural person or persons in a partnership or marriage, to declare that the property stored, belongs to the customer, that he/she is duly authorized to store and control access to the stored property, that he/she is personally liable as co-principal debtor for all the obligations of the customer and that he/she chooses as his "domicile" the same address as the customer. It is the customer's responsibility to notify PD Nixon Containers of any change in details. The customer specifically acknowledges that PD Nixon Containers has adequate security and that all goods are stored at the sole risk of the customer. PD Nixon Containers 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. Customers, who do not have householder insurance which can be transferred to PD Nixon Containers, may wish to take out special short term insurance if they consider this necessary. **We may arrange cover with our insurance company on your behalf, only on receipt of a completed insurance proposal form prior to commencing storage; the insurance cover is not effective until the premium is paid**

NATURE OF GOODS

The customer undertakes not to store on the premises, anything that may constitute a fire hazard, any explosives, unstable chemicals, any additive substances, or any items which may have an offensive odour, anything that may be a nuisance to other customers or damage the storage facility in any way or enhance any of the risks against which the building is insured. PD Nixon Containers reserves the right to call upon a customer to remove any items of this nature found to be on the premises. If for any reason, PD Nixon Containers deems it to be necessary to inspect the unit, the customer consents to PD Nixon Containers breaking the lock for purposes of inspection and taking whatever remedial action it may deem appropriate. The client/tenant hereby declares that he does not store any personal, private or "protected information" (i.e. "protected information" is information that is prescribed by any South African regulation to be archived for a specific period that coincides with the period of storage at PD Nixon Containers) Should the client/tenant store such private or protected information the client hereby indemnifies PD Nixon Containers against any liability should the information be lost or destroyed, either through the tenant or PD Nixon Containers actions or negligence or through an act of God. The client/tenant also indemnifies PD Nixon Containers, should the tenant not pay his unit rental and or abandon the unit and PD Nixon Containers auctions the contents of the storage unit in terms of paragraph: Overdue accounts and collections.

CONDITIONS OF USE

Customers may use the storage unit for storage and warehouse purposes but agree not to use the units to manufacture, 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/roofs. Alterations are not permissible and the customer shall not have any claim for compensation for any improvement on the unit or premises. Customers are not allowed to cut any locks on site for any reason whatsoever and are not allowed to sublet the unit to a third party. Customers agree to leave the storage units and facility clean and in the condition they found it. Any damage to the unit(s) should be reported to PD Nixon Containers staff on duty. PD Nixon Containers may impose at any time any rule to prohibit or restrict activities, manage the driving or parking of vehicles, security or the utilization of facilities.

RISK OF USING THE FACILITY

Customers use the premises and the facilities, inclusive of but not limited to equipment, doors, gates, machinery, lifts, trolleys, roads and floor surfaces at their own risk and hereby declare that they have observed and familiarized themselves of all the potential risks in using the facilities. The customer declares that he made himself aware of the on-site signage and directives. Customers hereby indemnifies PD Nixon Containers against any claims which may result from either the customer, his agent 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.

ACCESS TO UNITS

Customers are required to complete rental contracts and make their initial arrangements for the storage of their property with PD Nixon Containers staff during office hours only. Once “booking in” procedures have been completed, access to the rented units will thereafter be during normal office hours although arrangements may be made to gain access outside these hours. PD Nixon Containers staff reserve the right to make a directive as to who may gain access, without incurring any civil liability. The customer undertakes to accept the directives of the security staff on duty and/or any on-site directives provided by means of signage. Should customers require emergency access to office staff, outside business hours, a call out fee will be applicable? Customers may provide their own locks or purchase these from PD Nixon Containers. Keys will be retained by the customer at all times.

MOVING AND VACATING

Customers may only store for a minimum period of one month. PD Nixon Containers will endeavour to have units available on the date as agreed to enable customers to move in. Should the previous tenant not vacate his unit on time PD Nixon Containers will endeavour to find other storage **occupation at other facilities** or accommodate the customer as soon as possible but PD Nixon Containers will not be liable for damages, consequential damages or other rights of action. Failure to vacate the unit pursuant to any notice being given will constitute a material breach of this agreement and all costs and damages of whatsoever nature incurred by PD Nixon Containers as a result thereof, including where a future customer is not able to take occupancy of the unit will be for the customers’ account. A minimum of 14 DAYS WRITTEN NOTICE is required, unless the contract was signed for a fixed period. Customers should vacate their storage unit(s) not later than 12 midday on the appropriate date and should ensure that the unit(s) is left clean and free of any waste material. If any waste material or other items are left in a vacated unit, the cost of removing such items will be at the

client's expense. Units may only be vacated during office hours unless prior arrangements have been made.

CESSION AND RELATED MATTERS

In the event of PD Nixon Containers ceding, transferring or delegating its rights and/or obligations to a third party, references to PD Nixon Containers shall then be construed as references to such third party.

VARYING TERMS

In the event of PD Nixon Containers wishing to vary a term or condition of this agreements, inclusive of but not limited to pricing PD Nixon Containers shall give written notice of not less than 30 days. The changes to the agreement will be binding on the customer unless the customer, within 7 days or receipt of said notice, advises PD Nixon Containers in writing that the variation is not acceptable. Such non-acceptance of the amendment/s will be deemed to be giving notice to vacate the unit.

PAYMENT OF RENTAL

The first period rental, inclusive of VAT is due on signature of this contract, thereafter rent is payable on the first day of each month, i.e. a calendar month basis. Initial and subsequent payments shall be made "in advance" Payment by means of electronic transfer is recommended and preferred, however payments can also be made in cash at PD Nixon Containers facility. Payments must be clearly referenced and with the applicable customer name and account number. **Monthly statements and invoices are sent to customers on request only.**

OVERDUE ACCOUNTS AND COLLECTIONS

Interest on accounts, overdue for more than 30 days, will be charged at the prime rate of Standard Bank plus 2%. All costs to recover overdue amounts inclusive but not limited to legal costs will be for the account of the customer. The customer consents that, until all outstanding amounts are paid PD Nixon Containers has lien over all goods stored. Should the customer fail to pay rentals due, he/she hereby consents to the following:

- After one month; PD Nixon Containers will take possession of the unit and contents by breaking the lock and replacing it with a lock from PD Nixon Containers lock to LOCK OUT the customer from his/her unit and customers can only recover from lock-outs during office hours. A lock out fee of R200 will be payable. The lockout fee will be charged for every month that the customer is one month in arrears. PD Nixon Containers reserves the right to amend the lock out fee from time to time.
- After a period of three months; granting PD Nixon Containers the right to DISPOSE of such goods in any way, as the customer will be deemed to have abandoned his/her goods, and to set off the proceeds there from against unpaid rental, damage and/or other expenses incurred by PD Nixon Containers in terms of this authority. In the event of an auction, PD Nixon Containers will also charge a R700 fee to cover the cost of administration of the auction. PD Nixon Containers reserves the right to amend this fee from time to time, for the purpose of the process, the customer agrees to choose his "domicile" at the rented storage unit.

PD Nixon Containers reserves the right to cancel this contract, should the customer be in breach of any of its conditions.

Signature

Date

PRINT NAME

