
MERAK N.V. / GENERAL CONDITIONS

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Important:

These are the general conditions for www.merak.be.

For the general conditions for our e-commerce platform, please click [here](#).

BUSINESS RECORDS STORAGE / GENERAL CONDITIONS (TRANSLATION)

Artikel 1. SCOPE

These general terms and conditions (hereinafter the “General Conditions”) apply to all price offers of Merak to the depositor and to all agreements between Merak and the depositor, to the extent that these relate to business records storage and to the extent that parties do not deviate from them in writing. The depositor’s terms and conditions are expressly excluded.

The depositor guarantees that all its employees, subcontractors, and in general all users of the services ordered, comply with the same obligations as those set out in these General Conditions.

Artikel 2. PRICE AND PRICE ADJUSTMENTS

2.1 Price

a) Compensation to be paid to Merak is specified in the proposal (annex 1 to the contract).

2.2 Price adjustments

- a) Prices will be adjusted automatically on January 1 of each year according to the following formula: (base storage rate/base index) x new index. The base index is quoted in the Merak offer. Merak agrees not to make any price adjustment during the first six months after the contract takes effect.
- b) Other price increases can be applied by Merak provided that there is a valid reason for doing so and with 30 days written notice to the depositor.

Artikel 3. INVOICING

The invoicing is done monthly, every three months, every six months or yearly.

Payment of the amounts due shall be made to the Merak bank account at the expense of depositor, within 30 days after the date of invoice.

3.1 Storage of the records is invoiced beforehand; it is calculated on a per day basis.

3.2 Other services shall be invoiced after the provision of the services and relate to the previous period.

Artikel 4. DURATION OF THE CONTRACT

4.1 Duration of the Contract

The contract is made for an indefinite term.

4.2 Termination of the Contract by the depositor

- a) At any time, the depositor has the right to terminate the contract with notification by registered letter and a term of 30 days beginning the first day of the following month.
- b) At the end of the cancellation term, and in case the depositor has paid all outstanding invoices to Merak, Merak agrees to make all records stored by the depositor available in the storage facility of the custodian (with the exception of Article 5 of these General Conditions). The expenses in connection with the handling and transport of the records to a place specified by the depositor are payable by the depositor, at the rates and conditions in effect at that time.
- c) If the depositor has not collected the records within 30 days after the cancellation period nor has indicated a place to where Merak can transport the records, Merak has the right to destroy the records or to have them destroyed. The costs resulting from this destruction will be borne by the depositor. The depositor acknowledges that Merak cannot be held liable for such destruction.

4.3 Termination of the Contract by Merak

- a) At any time, Merak has the right to terminate the contract with notification by registered letter and a term of 6 months beginning the first day of the following month.
- b) At the end of the cancellation term, and in case the depositor has paid all outstanding invoices to Merak, Merak agrees to make all records stored by the depositor available in the storage facility of the custodian (with the exception of Article 5 of these General Conditions). The expenses in connection with the handling and transport of the records to a place specified by the depositor are payable by the depositor, at the rates and conditions in effect at that time.
- If the depositor has not collected the records within 30 days after the cancellation period nor has indicated a place to where Merak can transport the records, Merak has the right to destroy the records or to have them destroyed. The costs resulting from this destruction will be borne by the depositor. The depositor acknowledges that Merak cannot be held liable for such destruction.

Artikel 5. DEFAULT OF PAYMENT

5.1 A default of payment occurs when an invoice remains unpaid 5 days after the due date.

5.2 In the event of default of payment, Merak has the right to restrict access to all records of the depositor until the account is fully paid.

- 5.3 a) In the event of default of payment of more than one invoice, Merak has the right to damages of 10% of the outstanding balance, with a minimum of 100 euro per invoice, without any notification of default.
- b) Following notification of default by registered mail, Merak has the right to claim default interests at the legal rate, calculated from the date of the notification and until the account is paid in full.

5.4 Merak has the right to terminate the contract 14 days following the notification of default mentioned in Article 5.3.b of these General Conditions, if there is no positive response to said notification.

5.5 Merak has the right to destroy the records (or to have them destroyed) 30 days following the notification of default mentioned in Article 5.3.b of these General Conditions, if there is no positive response to said notification. Expenses incurred as a result of this destruction are for the account of the depositor.

5.6 In case of bankruptcy of the depositor or in the event that registered letters from Merak to the depositor are not received on three consecutive occasions, Merak has the right to destroy the records or to have them destroyed if nobody assumes responsibility for the records and accepts to pay the amounts due to Merak.

Artikel 6. LIABILITY OF MERAK

- 6.1 Merak does not commit itself, in the context of the business records storage contract, to an obligation to achieve a specific result, unless parties expressly agree as such in writing.

Merak will take all reasonable efforts in the context of the business records storage contract which can be expected from a custodian placed in the same circumstances.

- 6.2 All responsibility of Merak is excluded if the depositor does not have the required permission from the authority for depositing the goods with Merak or if the depositing of the goods violates a legal obligation, these General Conditions or public order.

Merak can never be held liable for force majeure, even if Merak is formally notified to return the deposited goods.

- 6.3 Merak can, in case of a proven fault that is attributable to Merak, only be held liable for the damage actually suffered by and proven by the depositor which is a direct and an immediate result of such fault.

Merak's liability is in any event limited to two times the amount paid by the depositor for the storage of the records during the last year prior to such fault, with a maximum amount that is limited to the amount that Merak's insurance company effectively pays in the year that the damage occurred under the applicable insurance policies of Merak.

Merak shall under no circumstances be liable for indirect damages resulting from a proven fault attributable to Merak. Indirect damages may be defined as but are not limited to loss of income, not being able to possess over information which results from the goods deposited, claims from third parties, taxes, fines imposed by authorities or courts, etc.

Artikel 7. OBLIGATIONS OF THE DEPOSITOR

- 7.1 The depositor warrants that it is the owner and/or has the lawful right to possession of the items deposited.
- 7.2 The depositor guarantees that the deposited items are not contrary to public order and cannot bring Merak into disrepute in any way.
- 7.3 The depositor warrants that the deposited items do not contain any inflammable or poisonous elements or elements that could develop as such.

The depositor commits itself to payment of damages to Merak in the event that these provisions should be violated.

Artikel 8. NOTIFICATION AND COMMUNICATIONS

Both parties shall notify their changes of address in writing to each other by regular mail or electronic mail. In case no change of address is notified, all correspondence will be lawfully sent to the most recently known address.

The depositor guarantees that it will always inform Merak in writing by post or electronically of its bankruptcy, liquidation or buyout, as well as of any change of address. If no new address is notified in the event of a change of address, merger, division, absorption, etc., all correspondence will be validly sent to the most recently known address.

Artikel 9. PERSONAL DATA

Merak processes the personal data relating to the depositor in accordance with applicable privacy legislation and in accordance with Merak's privacy and cookie policy, which is available on the website www.merak.be. A copy of this privacy and cookie policy may also be obtained by sending an e-mail to Merak.

Artikel 10. ACCESS

The depositor has access to the deposited items during the normal working hours at Merak. Advance notice is required.

Artikel 11. JURISDICTION

These General Conditions and all agreements between Merak and the depositor are governed by Belgian law. The courts of the judicial district in which Merak's registered office is located have exclusive jurisdiction to hear any disputes between the parties. Merak reserves the right to bring possible disputes before another competent court.

ELECTRONIC ARCHIVING / GENERAL CONDITIONS (TRANSLATION)

Article 1. Scope

These general conditions (subsequently called as “General Conditions”) are applicable with all pricing proposals from Merak to the client and to all agreements between Merak and the Client, inasmuch as these should relate to electronic archiving, and inasmuch as there is no written variance or departure. These General Conditions have priority over the conditions of the Client or a third party, even if Merak has not expressly protested these, unless otherwise agreed anywhere in the agreement.

Any other conditions than these General Conditions, as well as any variances or departures from these General Conditions, must always be formulated in writing and confirmed as accepted in writing by the Merak management.

Merak shall only be regarded as obligated following written confirmation of its proposals.

Article 2. Delivery, acceptance and guarantee

Merak takes responsibility for the physical pick-up from - and delivery to the Client, of the material to be scanned, unless agreed otherwise.

If Merak should determine that there is a risk of damaging or quality loss to the physical documents, the procedure can be delayed. In such a case, Merak will immediately contact the Client. He can then confirm in writing if given documents should be excluded from the digitalization, or if Merak should in fact proceed, in such as case, at the Client's own risk.

The working method is outlined in the agreement between Merak and the Client.

The readability of digitized files can only be guaranteed for readable and non-damaged materials supplied by the Client. Verification of the quality and readability of materials or files supplied by the Client and files delivered by Merak is the responsibility of the Client.

In the event of any problems related to the product delivered, the Client is required to report such to Merak in writing within a term of 15 days. Complaints received after a term of 15 days will not be accepted.

Problems which become apparent at a later time are to be reported by registered post and confirmed to Merak immediately following discovery.

If the client informs Merak in writing of a problem related to a service or product as outlined in the agreement between Merak and the Client, Merak shall, at its own expense, take all reasonable measures possible to solve the problem within a term of 30 calendar days following the written notification.

The terms of the agreements within which Merak is called on to perform are to be regarded as indicative rather than absolutely binding, unless agreed otherwise and stipulated in writing.

Article 3. Destination of materials

By entering into the contract, the Client instructs Merak to the following:

Physical materials

If the client is responsible for the pick-up of the scanned materials/information carriers, these are to be picked up within 3 days following the end of the scanning procedure. If this does not happen, storage costs will be billed to the Client equal to the normal rate for Physical Archiving and Media Storage. The normal conditions with Merak for such Physical Archiving and Media Storage will be applicable.

If the materials are still in Merak's possession no later than the thirtieth day after notification that they have been made available, Merak shall destroy them at the Client's expense, after giving the Client 14 calendar days' prior notice by registered letter, unless the Client objects by registered letter before the expiry of those 14 calendar days and has collected the materials from Merak.

If the Client has opted for the destruction of the physical archive immediately following digitalization by Merak, Merak will provide the Client with a disposal list for signature authorization. If the signed list is not returned by post within 30 calendar days, Merak shall apply and bill the Client for the archiving costs equal to the normal rates for Physical Archiving.

Digital materials:

- Present on Merak's scanning process systems:

For the benefit of the Client, the files obtained during the scanning process shall be kept for quality purposes on the Merak internal server until 40 calendar days after the product has been made available to the Client, after which these files shall be deleted. This retention and deletion shall relate only to the active internal systems of the scanning process managed by Merak (with the exception of offline backups).

- In case of delivery:

- via Merak Archive Online

Files retained by Merak for making them available via Merak Archive Online (if applicable) shall be deleted by Merak upon written instruction of the Client. With the exception of technical problems that are not attributable to Merak, Merak guarantees that the files for Merak Archive Online that Merak itself has scanned are accessible to the Client at all times (unless deleted at the Client's request). No guarantee can be given for files digitized by the Client himself and transferred to Merak Archive Online. In the latter case, the Client must provide his own software to open the files and Merak cannot guarantee readability for files that are not readable or are somewhat damaged or corrupted at the outset.

- via all other online platforms made available by Merak. (such as e.g. FTP)

Any files remaining on the online platform with Merak after delivery will be deleted by Merak 15 calendar days after being made available to the Client.

Article 4. Liability

In no event shall Merak be held as liable for any damage having relation to the use of the product or service, or for any other damage which is not a direct and immediate result of a fault on the part of Merak, such as, but not limited to, loss of income, claims by third parties, loss of data, damage or loss brought on by material or information made available by the Client or a third party.
Merak shall in no event be liable for any shortcomings in the material provided by the Client or of items provided for processing or their contents.

Merak can in no sense be held accountable for the quality of the carriers provided by the Client or their contents at the time of delivery of the carriers by the Client, for the normal wear and aging of the same and the loss of quality inherent in aging, nor for damage or quality loss during the processing by Merak in the fulfilment of its ordered task. By carriers are understood as included: media (such as paper, photographs, diskettes, CD-roms, etc.) on which the data is presented to Merak by the Client with the notion in mind to have them scanned or archived.

Merak is in no sense responsible for the completeness of the contents of the carrier which is presented by the Client for scanning, unless otherwise agreed. In such a case, the Client will present an inventory listing which will form the basis for Merak for monitoring the completeness of the contents of the carrier.

Merak's liability in the event of damage, including, yet not limited to, loss, destruction or damage of an original of the carriers presented by the Client for processing or their contents, shall be limited to the restoration in kind by the provision of a like volume or, if that is not possible, the similar type of blank carrier.

Merak can in no sense be held responsible to trace and re-assemble the original materials.

Only in the event of demonstrated damage which is directly a result of a fault on the part of Merak, shall Merak replace as well as possible, the carriers and/or the contents of the same which have been lost, by means of back-up copies, reconstructions or otherwise. Merak will not do this if the Client still has a copy of the carriers and/or the contents.

Merak's liability shall in any event be limited to

4.1 In the case of permanent order/Merak Archive Online:

2 times the amount paid by the Client to Merak for the ongoing scanning project during the 12 months preceding the moment of the act giving rise to liability,

4.2 In the case of a one-off order:

2 times the quotation amount,

whereby for both Articles 4.1 and 4.2 the maximum shall be the amount effectively paid out by the insurance company under Merak's applicable insurance policies in the year in which the claim occurs.

Merak shall always carry an insurance coverage for its liability relative to the order.

Article 5. Guarantees by the Client

The Client guarantees that the material presented for electronic archiving and the contents of the same is his own property, or that he has the legal authorization to possess it, and is thus also legally authorized to enter into the agreement to which these General Conditions are attached.

In this context, the Client also expressly guarantees, where necessary, to hold all required copyrights or, if applicable, required consents from any copyright holders in order to instruct Merak to proceed with Electronic Archiving. Merak in any event reserves the right to refuse the order.

The Client guarantees that the material presented for electronic archiving and the contents of the same is not in conflict with public order or decency, nor that it could bring Merak into disrepute in any sense.

The Client acknowledges and agrees to fully indemnify Merak for any damages, costs or claims that would result from any infringement of the rights of third parties.

Article 6. Prices and Price Adjustments

6.1 Price

- a) Compensation to be paid to Merak is specified in the proposal (supplement 1 of the contract).

6.2 Price adjustments

- a) In the event of an ongoing service agreement:
- (i) Prices will be adjusted automatically on January 1 of each year according to the following formula: (base storage rate/base index) x new index. The index, guaranteeing the price, is quoted in the Merak offer. Merak agrees not to make any adjustments in prices during the first six months after a contract takes effect.
 - (ii) Other price increases can be applied by Merak with 30 days written notice to the depositor.
- b) In the event of a one-time service agreement:
The prices as listed in the agreement between Merak and the Client for a one-time project are fixed.

Article 7. Invoicing

Invoicing takes at the end of the month in which the service has been performed.

Invoices must be paid on the Merak account, costs at the expense of the Client, within 30 days of the invoice date.

7.1 If an invoice is not legitimately protested with, default occurs when the invoice remains unpaid 5 days following the due date.

7.2 In the event of default of payment, Merak reserves the right to keep the physical archive to itself until complete payment has been made.

7.3

- a) In the event of default of payment of one or more invoices Merak has the right to a forfaitary damages compensation of 10% of the remaining balance, with a minimum of € 100.00 per invoice, without the requirement of a registered notification of default.
- b) After the registered posting of a registered notification of default, Merak has the right to claim interest in the amount of 1% per month on the open balance, counting from the invoice date and until such time as the balance is paid in full.

7.4 Merak has the right to terminate the agreement 14 days following a registered notification of default as referred to in article 7.3.b. of these General Conditions, if positive action remains absent.

7.5 Merak has the right to destroy the archives, 30 days after a registered notification of default as referred to in article 7.3.b. of these General Conditions, if positive action remains absent.

Article 8. Order cancellations

Any cancellation of an order with Merak is to take place in writing, and a forfaitary handling fee of 40% of the (estimated) value of the order will apply. For projects of more than € 25.000,00 the cancellation of the job will result in an invoice for the value of the services performed, increased by 10%.

Article 9. Duration

With permanent orders for electronic archiving an agreement is made for a period of one year, beginning from the date the agreement is signed to which these General Conditions are attached.

It is automatically extended by the same term of one year at a time.

It can be terminated by either party at the end of such a period with notice given in the form a registered letter posted three months before the term expires.

For one-time orders, this article does not apply.

Article 10. Force majeure'

Relative to the digitizing of documents, Merak bears the responsibility of a duly compensated custodian in accordance with the stipulations of the Civil Code of Law.

Exceptions are cases of the actions of third parties, causes outside of the range of activity of Merak, damage inherent to the material given for processing and in general, the conventions of force majeure as understood within jurisprudence.

Article 11. Confidentiality

Merak bears the responsibility of discretion relative to the material to be digitized. To the end of the fulfilment of said responsibility, Merak accepts the obligation to behave and administer care as a worthy steward, taking all reasonable precautions.

Article 12. References

The Client who purchases services and/or products via Merak's webshop agrees to authorize Merak to mention, without prior notification, the Client's trade and/or brand name and/or a description of the services and/or products delivered to the Client as a reference for promotional purposes, inter alia, on its website.

Article 13. Notifications and messages

All notifications can be directed to the addresses herein designated. Any notification (including an address change) can be done by fax or letter or e-mail. The parties shall judge themselves when a registered letter is required for eventual purposes of proof of notifications.

Article 14. Authority and jurisdiction

Regarding these General Conditions in respect to all agreements between Merak and the Client, Belgian Law shall apply. The courts of Antwerp shall have exclusive jurisdiction to hear disputes stemming from the same. Merak reserves the right to call for a summons of the Client before another authorized court.

GENERAL CONDITIONS BOX STORAGE (GOODS STORAGE) (TRANSLATION)

Article 1. SCOPE

These Terms and Conditions are applicable to all offers by Merak and to all Agreements concluded between Merak and the Customer, to the extent that these relate to the delivery of box storage services. These Terms and Conditions take precedence over the Customer's terms and conditions.

Article 2. DELIVERY

The place of delivery is the address that the Customer has provided to Merak as the place of delivery. The place of availability is the address of the storage container's location at Merak.

The Customer will indicate per telephone or via e-mail when it wishes to receive the delivery at the place of delivery or when it wishes to visit the storage container at the place of availability. Indien de levering of ter beschikking stelling vertraging ondervindt, of indien een bestelling niet dan wel slechts gedeeltelijk kan worden uitgevoerd, ontvangt de Klant hiervan zo spoedig mogelijk bericht. Indien deze leverings- of bezoeksdatum niet haalbaar is, zal Merak een andere datum voorstellen. Indien de levering of eerste ter beschikking stelling niet kan worden uitgevoerd, heeft de Klant het recht om de overeenkomst zonder kosten te ontbinden. In geval van een dergelijke ontbinding zal Merak het bedrag dat de Klant betaald heeft binnen de maand terugbetalen.

Article 3. INTENDED PURPOSE AND USE

Merak rents out the storage containers and stands for the storage containers in accordance with the provisions of these Terms and Conditions for the sole purpose of storing the Customer's goods ("Goods") that meet the requirements of these Terms and Conditions. In addition, Merak provides collection and delivery services of the storage containers between the address chosen by the Customer, the stand of the storage container and/or other locations chosen by the Customer. Merak reserves the right to subcontract the services.

The Customer is not permitted to use the storage container for any other purpose or to (let) move it. The Customer is obliged to obtain any necessary permits for placing the storage container, and to keep sufficient space available to place the storage container in accordance with the information given by Merak. The Customer pays all costs that are caused by non-compliance with these obligations. The Customer is liable towards Merak for all damages resulting from any act in violation of these Terms and Conditions or any legislation. If it appears that the Agreement cannot be executed because of a shortcoming by the Customer or if the Customer cancels the order without a valid reason, the Customer shall bear the costs thereof.

Merak is under no obligation to check whether the Goods stored by the Customer are in accordance with the Terms and Conditions or the law. However, if Merak suspects that the Customer is acting in violation of the Terms and Conditions or the law, it has the right, but not the obligation, to inform the competent authorities about this and to give them access to the storage container for inspection purposes. All costs of this shall be borne by the Customer. Merak is not obliged to inform the Customer in advance of such an inspection. The Customer acknowledges that Merak is not liable for damages caused to the Goods as a result of (external) enforcement and inspections.

Article 4. RULES OF CONDUCT

The Customer is NOT allowed:

- to use the storage container in a manner that is contrary to these Terms and Conditions or any legislation;
- to appropriate the storage container in any way;
- to develop commercial activities in or from the storage container; or
- to transfer a right under the Terms and Conditions, the Agreement or any other agreement with Merak, or sublet in whole or in part to third parties.

The Customer is NOT allowed to store the following or similar goods in the storage container (this list is not exhaustive):

- cash, stocks, securities or shares;
- activated electronic devices;
- poisonous, explosive and flammable goods, and other substances dangerous or poisonous to man, the environment or other goods, as well as perishable goods, such as, but not limited to:
 - o all possible waste materials;
 - o asbestos;
 - o car and/or motorcycle wrecks;
 - o car tyres (max. 4 tyres per storage container)
 - o lithium-ion batteries;
 - o gasoline, diesel and other fuels;
 - o insecticides (pesticides and herbicides);
 - o chemicals, radioactive and biological substances;
 - o gas canisters and/or batteries;
 - o poisonous substances such as methanol and stain removers;
 - o irritating substances;
 - o carcinogenic substances;
 - o (chemical) fertilizer;
 - o living or stuffed organisms;
 - o mutagenic substances;
 - o explosive substances such as aerosols, sprays and (liquid) gasses such as acetylene, butane, LPG, propane, hydrogen;
 - o flammable substances, such as acetone, benzene, methanol, contact and neoprene adhesive, air freshener, petroleum, windshield defrosters, turpentine, paint, white spirit;
 - o oxidizing substances such as hydrogen and other peroxides, chlorides, strong saltpetre and perchloric acids;
 - o harmful substances such as paint removal products, corrosive substances, wood protection products, cleansing agents, paint thinners;
 - o sensitising substances;
 - o food and other perishable goods (for wine and other alcoholic beverages, see below);
 - o fireworks;
 - o heavy metals such as mercury, cadmium, zinc, lead and copper;
- goods the possession of which is prohibited by applicable law, such as
 - o drugs;
 - o stolen or fenced goods;
 - o illegally imported goods;

- o counterfeit goods;
- o smuggled goods;
- o firearms, explosives or munitions;
- jewellery, fur, works of art, collection items and items with an emotional, irreplaceable or special value;
- wine and other alcoholic beverages, unless these are stored in compartmentalized form in such a way that no contamination and/or damage by and/or of the other Goods is possible.

Article 5. ACCESS TO THE STORAGE CONTAINER

In order to obtain delivery of or access to the rented storage container, the Customer must submit a request to Merak per telephone or via e-mail. The Customer owns a badge, without which no receipt and/or access shall be granted to the storage container. The Customer confirms that it is responsible for the safe handling of this badge, so that Merak is entitled to assume that anyone possessing the badge has the Customer's consent to receive and/or access the Materials. Merak is not liable for any illegitimate access by third parties by means of a valid badge. If the Customer, when asked to present the badge, is unable to do so, authorization to receive and/or access the Materials can also be proven by providing evidence of competence within the Customer, or express mandate from the Customer.

Merak only has access to the contents of the storage container with the prior consent of the Customer. However, in case of sudden events requiring urgent access, Merak can access the contents of the storage container without the Customer's consent and without warning. This access possibility also exists when Merak suspects that the Customer does not comply with the Terms and Conditions or the legislation.

Merak is entitled, at the request of the competent authorities, to grant itself and these competent authorities access to the storage containers. Merak is not obliged to control the access rights of the authorities in question. Where appropriate, Merak may inform the Customer of such access, without being obliged to do so.

Merak is entitled to make an inventory of the Goods stored in the storage containers and to take photographs of the contents on the delivery and visit dates and in those situations in which it is entitled to gain access to the storage container.

Article 6. LIABILITY

All liability of Merak is excluded if the Customer violates a rule of law or these Terms and Conditions in the course of its dealings with Merak.

Merak shall under no circumstance be liable for any damages that are not the direct and immediate result of a fault of Merak. Merak's liability towards the Customer, and towards third parties considered together, is in any case limited to twice the amount paid by the Customer during the year preceding the event giving rise to the liability for the goods storage service (or twice the amount paid during the year in which the event takes place, in case there is no preceding year), up to a maximum amount equal to the amount actually paid by the insurance company under Merak's applicable insurance policies in the year in which the harmful event takes place.

The Customer acknowledges explicitly that the exclusions and limitations of liability in this provision are reasonable in light of:

- a. the possibility for the Customer to take out an insurance policy;
- b. the fact that Merak does not have access to the storage containers and cannot inspect the Customer's use of the storage container;
- c. the fact that Merak is unable to correctly assess the risk;
- d. the possible significant difference between the amounts paid by the Customer and the value of the Goods.

Merak is not responsible and is under no circumstance liable for the condition of the Goods at the time of storage, nor for their normal wear and tear and obsolescence (including any potential deterioration in the quality of stored wine and/or other alcoholic beverages), nor for damages and loss of quality caused by Merak's handling of the Goods in the normal course of the performance of its duties.

Article 7. WARRANTIES BY THE CUSTOMER

The Customer warrants that the Goods placed in storage are its property or that it possesses these items lawfully and that it is authorised to enter into the Agreement, of which these Terms and Conditions are part. The Customer warrants that the Materials are not contrary to the public order and common decency, and cannot compromise Merak in any way.

The Customer shall fully indemnify Merak for any costs, claims, liabilities, damages or expenses suffered or made by Merak as a result of the proper or improper use by the Customer of the storage containers. The Customer is liable to Merak for all damages to the storage containers.

If the Customer chooses not to use a stand but to use the place of delivery as a stand, the Customer must pay a deposit in advance. The amount of the deposit depends on the type of storage container. After collecting the storage container from the Customer, Merak will inspect the storage container. If the storage container is found to be clean and undamaged and it is established that the Customer has fulfilled all its obligations, the deposit paid by the Customer will be refunded. Merak has the right to offset any amounts due by the Customer against the deposit. The deposit is not subject to interest and is exclusive of VAT.

Article 8. COMPULSORY INSURANCE

The Customer shall insure the Goods against loss, theft and damages under the usual conditions for the duration of the Agreement. The Customer shall take out the insurance itself and indemnify Merak against any liability for damages to the Goods. Furthermore, the Customer indemnifies Merak against any possible recourse by the Customer's insurer.

The Customer may request data from Merak in order to provide necessary information to insurance companies. If no insurance is taken out by the Customer, all damages and loss, for whatever reason, shall be at the expense and risk of the Customer.

Article 9. PRICE

9.1 Price

- a. The compensation to be paid to Merak is specified in the proposal/the tariffs in attachment.

9.2 Price adjustments

- a. Prices will be adjusted automatically on January 1 of each year according to the following formula: (base storage rate/base index) x new index. The base index is quoted in the Merak offer. Merak agrees not to make any price adjustment during the first six months after the contract takes effect.
- b. Other price increases can be applied by Merak provided that there is a valid reason for doing so and with thirty (30) days written notice to the Customer.

Article 10. INVOICING

The invoicing is done monthly, every three months, every six months or yearly.

Payment of the amounts due shall be made to the Merak bank account at the expense of the Customer, within thirty (30) days after the date of invoice.

Article 11. DEFAULT OF PAYMENT

A default of payment occurs when an invoice remains unpaid five (5) days after the due date.

In the event of default of payment of more than one invoice, Merak has the right to damages of 10% of the outstanding balance, with a minimum of 100 euro per invoice, without any notification of default.

Following notification of default by registered mail, Merak has the right to claim default interests at the legal rate, calculated from the date of the notification and until the account is paid in full.

Merak has the right to terminate the contract fifteen (15) days following the notification of default mentioned in Article 5.3.b of these General Conditions, if there is no positive response to said notification.

If the Customer fails to fulfil its obligations, Merak has the right to keep the Goods stored in the storage containers until the Customer has fulfilled its obligations. The Customer also accepts that failure to comply with the obligations may result in loss of property if it fails to respond within fifteen (15) days of being served notice of default by registered letter by Merak.

Article 12. DURATION

The Agreement is concluded for an indefinite period of time.

The Customer may terminate the Agreement at any time by requesting the rented storage containers and paying the final invoice. An order to return or pick-up the storage containers or make them available for emptying must be given with due observance of a period of thirty (30) days beginning the first day of the following month, and subject to payment of the final invoice before the end of this period and prior to the transport of the storage containers to the Customer, the making available of the storage containers for emptying, or to the pick-up of the storage containers.

Merak may terminate the Agreement at any time with thirty (30) days' notice starting on the first day of the following month. Merak may terminate the Agreement with immediate effect, without notice, if the Customer fails to comply with the notice of default to comply with these General Terms and Conditions, the Agreement, or the law within fifteen (15) days. If the Agreement is terminated due to a shortcoming of the Customer, the Customer remains obliged to pay the rent instalments due, as well as a monthly occupancy fee amounting to the last applicable rent until the storage containers have been evacuated.

The Customer acknowledges and confirms that the Goods that the Customer leaves in the storage containers after termination of the Agreement for whatever reason can be removed by Merak at Customer's expense, without any liability of Merak, if the Customer does not request the storage containers or if the Customer has not paid for rental periods and transport costs, in spite of a written notice of default (by e-mail) with an execution period of fifteen (15) days. In that case, Merak has the right, at its own discretion, to have the Goods destroyed at the expense of the Customer, or to appropriate the Goods and, if desired, to sell them at the expense of the Customer. The proceeds of such sale shall accrue to Merak to the extent necessary to pay for any costs incurred in exercising the rights under this provision and to discharge any other sums due to Merak pursuant to agreements entered into with the Customer. The positive balance of the proceeds and amounts due to Merak will be refunded to the Customer. In the event that such reimbursement is not practically possible, Merak will retain the proceeds for the account of the Customer. An administrative management fee of € 25.00 per year will be charged on the retained amount for this purpose. Nothing in these Terms and Conditions shall affect Merak's right to payment in respect of outstanding claims arising from legal relationships with the Customer.

The cost of removal is at least € 30.00 per storage container. This provision is without prejudice to the Customer's obligation to compensate the full damages resulting from the abandonment of the.

Article 13. CANCELLATION OF ORDERS

Any cancellations of orders placed with Merak need to be done by e-mail, and entitle Merak to a fixed compensation of 25% of the (estimated) price of the order, or compensation of the costs incurred by Merak, in case it can show that these are higher. The Customer acknowledges that cancellations are no longer possible once the storage container has been delivered or made available for the first time to the Customer.

Article 14. PERSONAL DATA

Merak processes the Customer's personal data in accordance with the applicable privacy laws and Merak's privacy and cookie policy, available on the website www.merak.be ("Privacy & Cookies"). A copy of this privacy and cookie policy can be obtained by sending an e-mail to Merak. To the extent that the Customer uses Merak's services to save or otherwise process personal data and acts as a controller or a processor within the meaning of the applicable privacy laws, Merak acts as a processor or sub-processor respectively, and these processing operations are governed by the processor agreement concluded between the parties.

Article 15. ADDRESS CHANGE

Both parties shall notify their changes of address in writing to each other by regular mail or electronic mail. In case no change of address is notified, all correspondence will be lawfully sent to the most recently known address.

The Customer guarantees that it will always inform Merak in writing by post or electronically of its bankruptcy, liquidation or buyout, as well as of any change of address. If no new address is notified in the event of a change of address, merger, division, absorption, etc., all correspondence will be validly sent to the most recently known address.

Article 16. JURIDICTION

These General Conditions and all agreements between Merak and the Customer are governed by Belgian law. The courts of the judicial district in which Merak's registered office is located have exclusive jurisdiction to hear any disputes between the parties. Merak reserves the right to bring possible disputes before another competent court.

MEDIA STORAGE / GENERAL CONDITIONS (TRANSLATION)

Article 1: PRICES AND PRICE ADJUSTMENTS

1.1 Price

Compensation to be paid to Merak is specified in the proposal (supplement 1 of the contract).

1.2 Price adjustments

- a) a) Prices will be adjusted automatically on January 1 and July 1 of each year according to the following formula: (base storage rate/base index) x new index. The index, guaranteeing the price, is quoted in the Merak offer. Merak agrees not to make any adjustments in prices during the first twelve months after a contract takes effect.
- b) Other price increases can be applied by Merak with 30 days written notice to the depositor.

Article 2: INVOICING

2.1 The monthly charges are invoiced ahead of time for six months at the beginning of each semester.

2.2 Other services are invoiced afterward at the beginning of each semester.

The depositor agrees to settle all invoices 30 days date of invoice.

Article 3: DURATION OF THE CONTRACT

The contract is made for a period of one year, beginning with the first day services are provided.

The contract will automatically be extended for a like period. Either party can terminate the contract at the end of the contract term with a registered letter sent three months before the end of the term.

Article 4: DEFAULT OF PAYMENT

4.1 A default of payment occurs when an invoice remains unpaid 5 days after the due date.

4.2 In the event of default of payment, Merak has the right to ignore all orders of the depositor until the account is fully paid.

- 4.3 a) In the event of default of payment of more than one invoice, Merak has the right to damages of 10% of the outstanding balance, with a minimum of 100,00 € per invoice, without any notification of default.
- b) Following registered notification of default, Merak has the right to 1% interest per month on the outstanding balance from the time of notification until the account is paid in full.

4.4 Merak has the right to terminate the contract 14 days following the notification of default mentioned in article 4.3.b of these General Conditions, if there is no positive response to said notification.

Article 5: LIABILITY OF MERAK

5.1. Merak does not commit itself, in the frame of the media storage contract, to an obligation to achieve a specific result, unless parties expressly deviate hereof in writing.

Merak will take all reasonable efforts in the frame of the media storage contract, which can be expected from a custodian placed in the same circumstances.

5.2. Merak does not in any circumstances guarantee the quality of the deposited goods, nor of their content at the time of their depositing, nor for their normal wear and aging and the loss of quality through the years.

Each responsibility of Merak is excluded if the depositor does not have the requested permission from the authority for depositing the goods with Merak or if the depositing of the goods is in conflict with any legal obligation or with the public order.

Merak can never be held liable for force majeure, even if Merak is formally notified to return the deposited goods.

5.3. Merak is, in case of a to her attributable proven fault, only liable for the actual suffered damage to be proven by the depositor which was a direct and an immediate result of such fault.

The liability of Merak is, in case of a to her attributable proven fault, limited to the delivery of an equal amount of similar blank media as those which were deposited.

Merak is in no circumstances liable for indirect damage as a consequence of a to her attributable proven fault. Indirect damage may be defined but is not limited to loss of income, not been able to possess over information which resulted from the depositing of the goods, obligations to third parties, taxes, fines imposed by the authorities or the Court, etc.

Article 6: OBLIGATIONS OF THE DEPOSITOR

6.1 The depositor warrants that he is the owner and/or has the lawful right to possession of the items deposited.

6.2 He warrants that the deposited items are not in conflict with established Belgian law.

6.3 He warrants that no inflammable or poisonous elements are found in the deposited items, nor could such develop.

The depositor obligates himself to damages to Merak in the event these specifications should be violated.

Article 7: CHANGE OF ADDRESS

Both parties agree to notify the other in the event of a change of address.

Article 8: ACCESS

The depositor has access to the deposited items during the normal working hours at Merak. Advance notice is required.

Article 9: JURISDICTION

The contract and the supplements are structured according to Belgian law. The court of Antwerp and the Justices of the Peace of Antwerp have jurisdiction in any dispute between the two parties. Merak reserves the right to bring litigation before the court of the domicile of the depositor.

PHARMACEUTICAL, LABORATORY, DEEP FREEZE AND ULT STORAGE / GENERAL CONDITIONS (TRANSLATION)

Artikel 1. SCOPE

These general terms and conditions (hereinafter the “General Conditions”) apply to all price offers of Merak to the depositor and to all agreements between Merak and the depositor, to the extent that these relate to pharmaceutical storage, laboratory storage, deep freeze storage and Ultra Low Temperature storage (“ULT”), and to the extent that parties do not deviate from them in writing. The depositor’s terms and conditions are expressly excluded.

The pharmaceutical storage, laboratory storage, deep freeze storage and ULT storage services of Merak only include:

- storage of laboratory archives for products of human or animal origin;
- storage of deep freeze samples;
- storage of laboratory archives for pharmaceutical/chemical products (for which SDS can be submitted).

The depositor guarantees that all its employees, subcontractors, and in general all users of the services ordered, comply with the same obligations as those set out in these General Conditions.

Artikel 2. PRICE AND PRICE ADJUSTMENTS

2.1 Price

- a) Compensation to be paid to Merak is specified in the proposal (annex 1 to the contract).

2.2 Price adjustments

- c) Prices will be adjusted automatically on January 1 of each year according to the following formula: (base storage rate/base index) x new index. The base index is quoted in the Merak offer. Merak agrees not to make any price adjustment during the first six months after the contract takes effect.
- d) Other price increases can be applied by Merak provided that there is a valid reason for doing so and with 30 days written notice to the depositor.

Artikel 3. INVOICING

The invoicing is done monthly, every three months, every six months or yearly.

Payment of the amounts due shall be made to the Merak bank account at the expense of depositor, within 30 days after the date of invoice.

3.1 Storage of the archives is invoiced beforehand; it is calculated on a per day basis.

3.2 Other services shall be invoiced after the provision of the services and relate to the previous period.

Artikel 4. DURATION OF THE CONTRACT

4.1 Duration of the Contract

The contract is made for an indefinite term.

4.2 Termination of the Contract by the depositor

- a) At any time, the depositor has the right to terminate the contract with notification by registered letter and a term of 30 days beginning the first day of the following month.
- b) At the end of the cancellation term, and in case the depositor has paid all outstanding invoices to Merak, Merak agrees to make all archives stored by the depositor available in the storage facility of Merak (with the exception of Article 5 of these General Conditions). The depositor is responsible for collecting the archives with Merak. If the depositor has not collected the archives within 30 days after the end of the cancellation period, Merak has the right to destroy the archives or to have them destroyed. The costs resulting from this destruction shall be borne by the depositor. The depositor acknowledges that Merak cannot be held liable for such destruction.

4.3 Termination of the Contract by Merak

- a) At any time, Merak has the right to terminate the contract with notification by registered letter and a term of 6 months beginning the first day of the following month.
- b) At the end of the cancellation term, and in case the depositor has paid all outstanding invoices to Merak, Merak agrees to make all archives stored by the depositor available in the storage facility of Merak (with the exception of Article 5 of these General Conditions). The depositor is responsible for the collection of the archives with Merak. If the depositor has not collected the archives within 30 days after the cancellation period, Merak has the right to destroy the archives or to have them destroyed. The costs resulting from this destruction will be borne by the depositor. The depositor acknowledges that Merak cannot be held liable for such destruction.

Artikel 5. DEFAULT OF PAYMENT

5.1 A default of payment occurs when an invoice remains unpaid 5 days after the due date.

5.2 In the event of default of payment, Merak has the right to restrict access to all archives of the depositor until the account is fully paid.

- 5.3 a) In the event of default of payment of more than one invoice, Merak has the right to damages of 10% of the outstanding balance, with a minimum of 100 euro per invoice, without any notification of default.
- b) Following notification of default by registered mail, Merak has the right to claim default interests at the legal rate, calculated from the date of the notification and until the account is paid in full.

5.4 Merak has the right to terminate the contract 14 days following the notification of default mentioned in Article 5.3.b of these General Conditions, if there is no positive response to said notification.

5.5 Merak has the right to destroy the archives (or to have them destroyed) 30 days following the notification of default mentioned in Article 5.3.b of these General Conditions, if there is no positive response to said notification. Expenses incurred as a result of this destruction are for the account of the depositor.

- 5.6 In case of bankruptcy of the depositor or in the event that registered letters from Merak to the depositor are not received on three consecutive occasions, Merak has the right to destroy the archives or to have them destroyed if nobody assumes responsibility for the archives and accepts to pay the amounts due to Merak.

Artikel 6. LIABILITY OF MERAK

- 6.1 Merak does not commit itself, in the context of its storage services, to an obligation to achieve a specific result, unless parties expressly agree as such in writing.

Merak will take all reasonable efforts in the context of the storage services which can be expected from a custodian placed in the same circumstances.

- 6.2 All responsibility of Merak is excluded if the depositor does not have the required permission from the authority for depositing the goods with Merak or if the depositing of the goods violates a legal obligation, these General Conditions or public order.

Merak can never be held liable for force majeure, even if Merak is formally notified to return the deposited goods.

- 6.3 Merak can, in case of a proven fault that is attributable to Merak, only be held liable for the damage actually suffered by and proven by the depositor which is a direct and an immediate result of such fault.

Merak's liability is in any event limited to two times the amount paid by the depositor for the storage of the archives during the last year prior to such fault, with a maximum amount that is limited to the amount that Merak's insurance company effectively pays in the year that the damage occurred under the applicable insurance policies of Merak.

Merak shall under no circumstances be liable for indirect damages resulting from a proven fault attributable to Merak. Indirect damages may be defined as but are not limited to loss of income, not being able to possess over information which results from goods deposited, claims from third parties, taxes, fines imposed by authorities or courts, etc.

- 6.4 Merak is not responsible for the quality of the archives offered by the depositor at the time of deposit, their normal deterioration and ageing, nor for any damages or loss of quality resulting from their handling by Merak in the normal performance of the tasks entrusted to it. Merak is not liable for any shortcomings/defects in the archives deposited by the depositor.

Artikel 7. OBLIGATIONS OF THE DEPOSITOR

- 7.1 The depositor warrants that it is the owner and/or has the lawful right to possession of the items deposited.

- 7.2 The depositor guarantees that the deposited items are not contrary to public order and cannot bring Merak into disrepute in any way.

- 7.3 The depositor guarantees that it will only use Merak's pharmaceutical storage service, laboratory storage service, deep freeze storage service and ULT storage service for the purposes described in Article 1 of these General Conditions (storage of laboratory archives for products of human or animal origin; storage of deep freeze samples; storage of laboratory archives for pharmaceutical/chemical products (for which SDS can be submitted)).

The depositor guarantees that the service will inter alia not be used in the context of the activities of blood and blood product manufacturer and/or distributor, blood bank and/or blood donation facility.

- 7.4 The depositor guarantees not to process and/or manipulate the archives deposited and not to deposit any of the following or similar goods:
- toxic, explosive, mutagenic, oxidizing or inflammable goods, or goods that could evolve in such way, and in general goods that could pose a safety and/or health danger or risk to Merak and its employees;
 - products that after storage would be destined for human and/or animal consumption;
 - products which, after storage, would be intended for implantation/insertion/invasive procedures with humans and/or animals.

- 7.5 The depositor guarantees that the archives shall be packaged in such a way that they cannot leak and in particular that no formol or other preservatives could leak. The packaging must comply with all applicable legal obligations and this during the entire storage period.

The depositor commits itself to payment of damages to Merak in the event that these provisions should be violated.

Artikel 8. NOTIFICATION AND COMMUNICATION

Both parties shall notify their changes of address in writing to each other by regular mail or electronic mail. In case no change of address is notified, all correspondence will be lawfully sent to the most recently known address.

The depositor guarantees that it will always inform Merak in writing by post or electronically of its bankruptcy, liquidation or buyout, as well as of any change of address. If no new address is notified in the event of a change of address, merger, division, absorption, etc., all correspondence will be validly sent to the most recently known address.

Artikel 9. PERSONAL DATA

Merak processes the personal data relating to the depositor in accordance with applicable privacy legislation and in accordance with Merak's privacy and cookie policy, which is available on the website www.merak.be. A copy of this privacy and cookie policy may also be obtained by sending an e-mail to Merak.

Artikel 10. ACCESS

The depositor has access to the deposited items during the normal working hours at Merak. Advance notice is required.

Artikel 11. PACKAGING AND TRANSPORT

Unless the parties agree otherwise in writing, the depositor is responsible for the packaging of the archives deposited by the depositor and the transport of the archives to and from Merak.

Artikel 12. JURISDICTION

These General Conditions and all agreements between Merak and the depositor are governed by Belgian law. The courts of the judicial district in which Merak's registered office is located have exclusive jurisdiction to hear any disputes between the parties. Merak reserves the right to bring possible disputes before another competent court.

ESCROW / GENERAL CONDITIONS (TRANSLATION)

On request