

Part (1)

This Self Storage License Agreement

Between : Isaac J. Warehousing (Pvt) Limited 93/6,
Senanayake Mawatha
Nawala

And :
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Storage License Agreement

Terms and Conditions

Your Rights to use the Unit

1. So long as Our Fees are paid up to date we license you, but no other person unless expressly authorized by you :-

1.1 to use the Unit for the storage of Goods in the Unit in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and

1.2 to have access to the Unit at any time during the access hours. We may change the access hours at any given time as per our discretion on giving You not less than 5 working days advance warning of changes in access hours by notices on Site, web site and Facebook, but in the case of emergency, We reserve the right to change access hours to other reasonable access times without giving You any such prior notice.

1.3 Only You and persons authorized or accompanied by You (Agents) will be allowed to have access to the Unit. On commencement of this Agreement, You shall provide us

with satisfactory proof of identity for both yourself and your agents. This is in the form of a National Identity Card (NIC), Passport or Driving License, plus a current utility bills proof of residence. We shall be entitled to take a copy of such proof and retain it on our files. You may withdraw any authorization at any given time however the withdrawal will not be effective until we receive it in writing. We may refuse access to any person (including you) who is unable to provide satisfactory proof of identity.

No tenancy or exclusive possession of the Unit

2. This Agreement shall not create a tenancy or constitute us as bailees of Goods and it shall not confer upon you any right to exclusive possession of the Unit.

Locks

3. You are responsible for providing a secure padlock for the Unit and you must ensure that the Unit is locked so as to be securing from unauthorized entry. We will not be responsible or liable for locking any unlocked Unit or safeguard your unattended padlock keys. You should not leave your key with or permit access to Your Unit to any person other than your own agent/s who is responsible to You and subject to Your control.

Our Rights to enter the Unit

4. You agree to allow us and our agents and contractors to enter the Unit and if necessary We may break the lock to gain entry:-

4.1 if We give You not less than seven days' notice * so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site and You fail to grant Us access to the Unit when requested;

4.2 at any time without notifying You:-

4.2.1 if We reasonably believe that the Unit contains any restricted items as contained in this agreement;

4.2.2 If We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;

4.2.3 for any purpose, if We believe it is necessary in an emergency;

4.2.4 if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

4.3 Where we have exercised our rights to enter the Unit pursuant to Conditions 5.1 and 4.2 and in doing so we have broken your lock, we will ensure that on our leaving of the Unit, the Unit has been secured by means of a replacement lock for which you will be provided with the keys.

* Sufficient notice shall be deemed given where Self & Store representatives have made all attempts to contact the registered client of the specified storage unit by telephone, e-mail and failing which written communication by mail to the address provided.

Ownership of the Goods stored in the Unit

5. You confirm that throughout this Agreement, the Goods in the Unit from time to time are your own property or that the person who owns or has an interest in them has given you irrevocable authority to store the Goods in the Unit. If Your confirmation is or becomes untrue, You shall pay us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Goods being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim/s, step or action taken by any person/s who owns or has an interest in the Goods or claims to do so.

Restrictions on the types of Goods which can be stored in the Unit

6. You must not store (and you must not allow any other Agent/s to store) any of the following in the Unit:-

- 6.1 food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
- 6.2 birds, fish, animals or any other living creatures;
- 6.3 combustible or flammable materials, gasses or liquids such as paint, petrol, oil or cleaning solvents;
- 6.4 firearms, explosives, weapons or ammunition;
- 6.5 chemicals, radioactive materials, biological agents;
- 6.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
- 6.7 any item which does or could emit any fumes, smell or odor;
- 6.8 any illegal substances, illegal items or goods illegally obtained;
- 6.9 compressed gases; or
- 6.10 any bullion, coin, precious stones and jewellery;
- 6.11 Valuable antiques and fine art unless specifically agreed with Us in writing, in advance of storing such Goods in the Unit.

Things you must not do

7. You must not (and you must not allow any other person/s to):-

7.1 use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other unit or any person/s on the Site;

7.2 use the Unit as offices or living accommodation or as a home or business address, use the address of the Site or the Unit for receiving or sending mail, or use the address as Your company registered address or registered store/ distribution address;

7.3 spray paint or do any mechanical work of any kind in the Unit;

7.4 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;

7.5 connect any electrical appliances to any power supply in the Unit or on the Site generally; any such actions must receive written approval from Our Head Office.

7.6 allow any liquid, substance, smell or odor to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;

7.7 cause any damage to the Unit or any other unit or the Site or its facilities or to the property of Us or any other unit users or other persons on the Site and if You cause any damage You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. Specifically damage to doors, gates, roller shutters or any other mechanical items. Such reimbursement will be sought through legal proceedings if not reasonably resolved. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable.

7.8 leave anything, particularly rubbish or unwanted items, in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site; You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;

7.9 connect or provide any utilities or services to the Unit or passage unless otherwise expressly authorized by us.

Things you must do

8. You must (and you shall ensure that your agent/s must):-

8.1 use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of Us or any other unit users or other persons on the Site;

8.2 inform Us immediately of:

8.2.1 any change to Your personal details, specifically address, email (electronic mail) address or telephone numbers;

8.2.2 damage or defect to the Unit.

Your Payment Obligations

9. On signature of this Agreement, You must pay Isaac J. Warehousing (Pvt) Limited :-

9.1 The applicable deposit

9.2 Following signature of this Agreement, You must pay Our Fees on the Due Date which is on the last day of every month.

Note: All transactions are considered complete, only upon realization/ receipt of your funds in our bank account or by our accounts department respectively.

Return of Monies

10. On commencement of this Agreement, You have paid Isaac J. Warehousing (Pvt) Limited the Deposit, this will be returned to you (without interest) after this Agreement terminates less any amount we may reasonably deduct to cover:-

10.1 any breach of Condition 7.7;

10.2 any of Our Fees which have not been paid or any unpaid value addition charges (which you have agreed to add to your monthly invoice).

10.3 any other obligation to Us that You have not performed that this agreement covers.

10.4 Where, upon termination of the Storage License Agreement there are any monies owed by Us to you under this Agreement, We will refund the sum due, by cheque, to you.

Our Right to alter Our Fees

11. We may alter Our Fees at any time by giving you Three (03) weeks written notice. If you do not agree with the level of the new Fees under this Agreement, You may serve notice on us to terminate the Agreement.

Late payment / non-payment of Our Fees

12. The prompt payment of each and every sum invoiced, owing from You to Us from time to time under this Agreement ("Your Debt") is an extremely important part of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with;

12.1 An administrative charge for late payment of rent which is Rs. 200.00 for each day.

14.2 Additionally, on any occasion when a cheque is dishonored or stopped we may charge Rs 750.00 as a administrative/ penalty charge.

14.3 In the event of termination of this agreement for reasons except for our negligence all your payments would be due immediately.

Our Right to sell-off Goods to recover payment

13. In default of Prompt Payment of Your Debt, We shall be entitled to:-

13.1 keep hold of some or all of Your Goods until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges at the same rates as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination. If You pay Us by cheque, We shall not be considered to have received payment, until the cheque is realized; or

13.1.1 Exercise immediately the rights described below in Condition 13.4 and sell such of Your Goods as is necessary for Us to recover payment of Your Debt in full.

13.2 If We decide to exercise either of Our rights set out in Condition 15, You authorize Us:-

13.2.1 to refuse You and Your agent/s access to the Goods, the Unit and the Site;

13.2.2 to enter the Unit and if necessary break Your lock to gain entry;

13.2.3 to secure the Unit with Our own lock in addition to or as an alternative to Your lock;

13.2.4 to remove and retain the Goods; and

13.2.5 to ultimately dispose of some or all of the Goods in accordance with Condition 13.4.

13.3 Before We sell the Goods, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the part 01 of Storage License Agreement or any address in Sri Lanka notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt & administration costs at the date of the notice and directing You to pay. If payment is not made within Fourteen (14) days after the date of the notice, We will sell the Goods. We will not give You any further notice of any intended sale.

13.4 We will sell the Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale and administrative charges relating to the debt collection and auction / disposal of Your Goods.

13.5 We will use the proceeds of the sale to pay first the costs incurred by Us in the sale of the Goods, administration costs etc from Condition 13.4.

13.6 Any balance will be held for you. Interest will not accrue to you on the balance.

Your obligation to check the suitability of the Unit

14. Because the nature and type of Goods being stored by you from time to time is within Your discretion You must ensure that the Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not promise you or otherwise represent that any unit allocated to you is a suitable place or means of storage for any particular Goods. We strongly advise you to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement.

Termination

15. This Agreement shall expire on the Termination Date or at any time as described in Condition 15.1

15.1 Either You or We may terminate this Agreement:-

15.2 by giving not less than fourteen days (14) written notice to the other, termination will take effect from that date, which shall be the Termination Date; or

15.3 immediately by giving written notice to the other if the other party commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within fourteen days from the date the notice was served to remedy the breach.

Your duty to inspect the Goods on removal from the Unit

16. You agree to examine the Goods carefully upon removing them from the Unit and You must notify us at the time of discovery of the loss of or damage to your property or at the time of removal of your property from the unit, whichever is the soonest. Any delay in reporting losses or damages to Goods to Us could make it more difficult for us to deal with your claim.

General Provisions

17.1 This Agreement shall be governed by the law of the Democratic socialist republic of Sri Lanka.

17.2 Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be your address written in the Part 01 of Storage License Agreement or any other address in Sri Lanka which you have previously notified to us in writing. Any notice to you will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom We have been previously notified by You. Any notice to us must be sent to our address set out in the Storage License Agreement.

17.3 In the event of any disagreement between the parties arising out of or relating to this agreement, the parties shall hereto first attempt to settle dispute by mediation,

failing which the dispute shall be referred to arbitration and as a last resort to a court of law.

17.4 Isaac J. Warehousing (Pvt) Limited have the right to add or alter conditions to this agreement at our discretion by giving you 21 days prior notice. If you do not agree, you may terminate the agreement without any charge, prior to the effective date of the change.

Accepted and signed by :

Full Name of the Customer :

Date :

Signed on behalf of Isaac J. Warehousing (Pvt) Limited

Full Name of the Agent :

Designation :

Date :

Place the rubber stamp

CONFIDENTIAL