

Storage Contract Terms And Conditions

- In These Terms and Conditions, the following expression shall have the following meanings unless the context otherwise requires:

"Company" means Hong Kong Storage operated by Denichevaux International Investments Limited

"Customer" means the person contracting with the Company to provide the Services, whether or not he is the owner of the Goods or Storage Goods

"Storage Goods" means the thing(s) that the Customer stores with the Company

"Article" means each separate item carried or moved by the Company. For the avoidance of doubt, where two or more objects are packed together in one carton, such carton count as the Article, except those with individual storage codes

"Goods" means the Customer's thing(s) other than Storage Goods

"Storage Fee" means the storage fee charged by the Company from time to time

"Warehouse" means any premises or land, whether or not owned by the Company, which the Company uses for the storage of Storage Goods or related operations

"Warehouse Fixtures" means any fixtures used for accommodating the Storage Goods

"Services" means the service(s) which is / are offered to Customer particularly described in Clause 9 herein

"Storage Contract" means the contract entered between the Company and the Customer.

"Minimum Storage Period" means the storage period stated in the quotation.
- Unless otherwise stated, the basic unit for Storage Period is calendar month. Storage Period commences from the official storage lodgement date or preset commencement date, whichever is earlier; with termination notice properly served, Storage Period expires on the official storage withdrawal date or preset expiry date, whichever is later. Storage Period automatically renews upon expiration until the customer serves up upon the Company a termination notice. Customer may terminate the Services at any time after the Minimum Storage Period given that 7 days' prior written notice is served upon the Company.
- Storage Deposit is equivalent to two months' Storage Fee and is payable upon signing of Storage Contract. Provided that any sums of money owing and due by the Customer to the Company under and by virtue of these presents shall have been fully paid and all the stipulations terms and conditions on the Customer's part shall have been duly performed and observed, the Company shall refund to the Customer the said deposit without interest within twenty one days after the termination of the Storage Contract. In the case of default or breach of contract on the Customer's part, the Storage Deposit would be forfeited absolutely.
- Unless otherwise stated, Storage Fee commences from the date of Storage Contract or preset commencement date, whichever is earlier, with termination notice properly served. Storage Fee expires on the official storage withdrawal date or preset expiry date, whichever is later.
- Monthly Storage Fee (MSF) is the Storage Fee for a calendar month. Storage Fee is payable in advance regardless of the storage period covered. Unless otherwise stated, Minimum storage charge of \$100 will apply for total monthly storage fee less than \$100.
- Customer who terminates part or all of the storage services before the Minimum Storage Period will have to make up the storage payment for the remaining period. In the case of payment covering the - Minimum Storage Period, with or without discount, no refund will be made to customer. Exemption is applicable when termination is for hiring the same or different storage service provided that the total new monthly storage fee should not be less than the original and that the expiry date of the new storage period should not be shorter than that of the original Minimum Storage Period
- Except special situations, a consolidated Customer Statement ("Statement") will be sent to Customer at monthly intervals. The Customer agrees to examine each Statement received from the Company to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forged signature, fraud, lack of authority, negligence of Customer or any other person (the "Errors"). Customer also agrees that the Statement shall, as between the Company and Customer, be conclusive evidence as to the balance shown therein and that the Statement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Company in respect thereof unless the Customer notifies the Company in writing of any Errors within 30 days after personal delivery of such Statement of the Customer or, if posted, within the same period after the Company has posted such Statement.
- Identify verification, signature authentication and authorisation

Customer understands that signature on the Storage Contract, in the case of authorised person the signature shown in the proper authorisation document will be used in identify verification. If necessary, such as in the case of lack of authentic signature, customer or his/her authorised person will be further requested to present his/her Hong Kong Identity Card for identify verification. Identify verification is required in the following situations:

 - Customer handling storage goods in warehouse;
 - Receipt of money / storage goods by customer; and
 - Instruction for storage and other related services.

In the case that authentication of the above situations via signature verification is not made possible by Customer, the Company shall be deemed to be authorised by Customer to verify customer identity via telephone against the registered customer particulars as contained in the Storage Contract and / or any subsequent documentation(s). Customer hereby expressly declares full responsibility of any event arising from this authorisation and at the same time gives up the right to claim any damages or liquidated damages arising from such act against the Company whatsoever.
- Subject to these conditions the Company agrees that it will provide such of the followings as are comprised within the Company's quotation to the Customer:

 - Storage Services:
 - Provision of Warehouse for Storage Goods.
 - Other Services:
 - Triplication of Goods and or Storage Goods including pick-up from and delivery to Customer's designated premises;
 - Packing and unpacking of Goods and Storage Goods;
 - Selling of packing materials;
 - Leasing and selling or provision of warehousing fixtures, equipments and tools;
 - Shredding and disposing of Goods or Storage Goods;
 - Insofar as applicable, disassembling and re-assembling of Customer's fixtures (Fixtures):
 - Inspect the Fixtures and the premises at which disassembling and/ or re-assembling of the Fixtures are to be carried out;
 - Render oral advice as to the feasibility and procedures of disassembling and/ or re-assembling the Fixtures at such premises;
 - Disassemble the Fixtures and/ or detach from the premises where they are located;
 - Pack the disassembled Fixtures as appropriate; and
 - Re-assemble the Fixtures at the premises designated by the Customer.
- Any quotation submitted by the Company to provide the Services shall be open for acceptance for a period of 30 days following the submission thereof, and shall thereafter be deemed withdrawn. Any quotation may be withdrawn by the Company prior to the Customer's acceptance. Any quotation is based upon the details provided to the Company by the customer as regards the Goods or Storage Goods, Fixtures and the Services requested by the Customer in relation thereto. If any such detail provided by the Customer shall be incorrect, the Company may either adjust its charges accordingly or withdraw the quotation.
- Once accepted, the quotation shall form part of the Contract and all the terms therein shall be binding. In so far as the term or terms of the quotation are inconsistent with the terms herein the terms of the quotation shall prevail to the extent of the inconsistency. If the Customer wishes to cancel or terminate the Contract before the Minimum Storage Period, the Customer shall be liable to pay a cancellation or early termination charge in a sum specified in the quotation or Storage Contract to compensate the Company for any and all losses, damages, claims and whatsoever it shall sustain by reason of such cancellation or early termination. Such charge shall be without prejudice to any rights that the Company may have against the Customer in relation to such early termination.
- The Company to the exclusion of the Customer shall decide how the Services are to be provided and may vary its decision from time to time.
- Any time when the Company is to perform any part of the Services is an estimate only, and whilst the Company will use all reasonable endeavours to perform the Services at and within the agreed time it shall not be liable for any loss or damage whatsoever (whether direct, indirect or consequential) arising from a failure to do so.
- The Customer shall ensure that adequate and appropriate access is available to all relevant premises for the purpose of performing the Services.
- The Customer shall

 - In respect of the Storage Services:
 - Promptly supply the Company with any information concerning the nature of the Goods and Storage Goods which the Company may require.
 - In relation to the Goods or Storage Goods, comply with all applicable laws, regulations and requirement relevant to the Company's provision of the Storage Services.
 - In respect of and insofar as applicable, the disassembling and re-assembling of Customer's fixtures:
 - Promptly supply the Company with any information concerning the Fixtures including their type, nature, structure, characteristics, dimensions, operational guides as to application and use (if any), and any other information which in the opinion of the Company should be brought to the attention of the Company for the proper and efficient discharge of its duties in performing the Services.
 - In relation to the assembling of the Fixtures, comply with all applicable laws, regulations and requirements relevant to the Company's provision of such services.
 - In either case, do not submit any Goods, Storage Goods and/or Fixtures which are or include any illegal, dangerous, explosive, corrosive or other substance harmful to either persons or the property of the Company or of others. The Customer agrees that if any Goods or Storage Goods and/or Fixtures are submitted in contravention of this paragraph and loss or damage is thereby caused to the Company (whether directly or indirectly), the Customer will indemnify the Company against such loss or damage.

In the case that the Company suspects that any Goods or Storage Goods should violate this clause or regulation, the Company may at any time request the Customer or its authorised person(s) to open such Goods or Storage Goods for inspection. Should the request be denied, the Company has the right to break or force to open and handle the goods or Storage Goods whereby all the costs incurred by the consequences to such breakage shall be on the Customer's account absolutely whatsoever.
- The Company shall as soon as practicable after receiving the Goods or Storage Goods provide the Customer with a receipt for them. There will not be any specification or warrant as to the implication or expression of whether the Goods or Storage Goods, sealed or open, are in good or any particular state or condition.
- During any time that the Storage Goods are stored at any Warehouse the Company will subject to the current storage regulations and house rules allow the Customer access to the Warehouse where reception is allowed during normal working hours for the purposes of handling any particular Storage Goods provided that:

 - The Customer gives the Company reasonable notice of his wish to handle the Storage Goods;
 - Before or at the time of delivery of the Storage Goods to the Company, the Customer has registered one or more authorized signatories with the Company to whom access should be allowed;
 - The person requesting access is an authorized signatory; and
 - The Customer pays the Company's reasonable charges from time to time thereof.

The Company shall not be liable for loss or damage arising from such access being permitted except to the extent that such loss arises as a result of the gross negligence or willful misconduct of the Company.
- When the Customer wants to retrieve the Storage Goods from the Company, it shall give to the Company such period of notice as shall be specified by the Company from time to time. If less notice than is required by the Company is given, the Company will use all reasonable endeavours to retrieve and or deliver the relevant Storage Goods by the requested time but shall not be responsible for any loss or damage arising from any failure to do so.
- In consideration of the provision of the Services by the Company, the Customer shall pay to the Company:

 - Such charges for the Services as quoted in the quotation, or where there is no such quotation, such charges as calculated by reference to the Company's scale of charges in force from time to time which scale is available for inspection upon request;
 - Any out of pocket expenses incurred by the Company in the provision of the Services;
 - Additional charges which are incurred by the Company by reason of the Customer having altered his instructions to the Company in relation to the Services; and
 - Reasonable charges for spare parts or replacement components where such parts or components are required and supplied by the Company to maintain the Fixtures in good working order.
- Notwithstanding any other remedy available to the Company, the Company shall have a lien over all Storage Goods and/or Goods in its possession or under its control in respect of any sums due to the Company by the Customer. Notwithstanding that the Company shall have a lien over any Storage Goods and/or Goods, the Customer shall continue to be liable for any and all charges arising from the provision of the Services until all sums due to the Company have been duly received by it. If the Company exercises its right of lien on the Storage Goods and/or Goods and such lien is not discharged within 3 months, then the Company shall be irrevocably authorized to sell or otherwise dispose of all or any of the Storage Goods and/or Goods subject to the lien and apply the proceeds in or towards payment of the sums due to the Company, without notice being required to be given to the Customer. The Customer hereby irrevocably agrees that it will waive all its rights, claim remedy and relief, if any.
- The Customer warrants and undertakes that all Goods and/or Storage Goods and/or Fixtures in respect of which the Company is to provide the Services are either owned by the Customer or legally in its possession or under its control, and that the Customer is able to deal with the Storage Goods and/or Goods and/or Fixtures as contemplated herein. The Customer agrees to indemnify the Company against any loss, damage or claim made against the Company arising from any lack of authority of the Customer to contract with the Company for the Services, or any breach of the warranty or undertaking given by the Customer under this paragraph.
- Notwithstanding anything to the contrary herein the Company shall in no event be liable (whether in negligence or under contract or whatsoever) for any liabilities, loss, damages, costs, claims, charges, fees and expenses (including legal costs and expenses) including exemplary, punitive, consequential or special damages, or damages for loss of reputation of the Customer or damages for lost profits, which the Customer may sustain, suffer or incur, arising from whatever circumstances including but not limited to the following circumstances:

 - In respect of the Storage Services:
 - Direct or indirect, consequential or other loss arising to the Customer as a result of the Storage Goods not being available to the Customer at any time for any reason;
 - Loss or damage caused by any event of force majeure including, without limitation, storm, fire, flood, explosion, theft, acts done with malicious intent by any person, or any other event outside the control of the Company;
 - Loss or damage arising from the natural deterioration of the Storage Goods;
 - Loss or damage arising from any act or omission of the Customer or any other person acting on the Customer's behalf including a failure to declare or false declaration of value (and so that the Customer shall indemnify the Company accordingly);
 - Any other loss or damage of whatever nature, including but not limited to any loss of or damage to any internal parts of any object.

The Customer expressly agrees to take out insurance for cover in respect of any loss or damage which he may incur under this Contract.

 - In respect of the Disassembling and re-assembling of customer's fixtures:
 - Any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
 - Any neglect, misuse or error or omission relating to the operation of the Fixtures by the Customer;
 - Any modification, adjustment or repair to the Fixture made by the Customer or a third party whether or not such modification, adjustment or repair is apparent or known to the Company;
 - Any failure on the part of the Customer to comply with his obligations under Clause 15.2 (i) herein;
 - Any other cause of whatever nature unless the Customer is able to prove that the same is directly attributable to the negligence of the Company.

In all other cases, the liability of the Company to the Customer in respect of any loss or damage he may incur under this Contract shall be limited to total amount of charges payable by the Customer under the quotation.

 - In either case, nothing in these conditions shall, or shall be deemed to, exclude or limit the liability of the Company for a negligent act or omission resulting in the death of, or personal injury to, any party to whom the Company owes a duty of care, save to the extent that such limitation or exclusion is permissible by law.
- For the purpose of protecting the Company's interests, the Customer and its interests such as its Storage Goods, Articles and Goods, regarding the use of storage space, maintaining proper management standards, the Company as warehousing operator shall have the absolute power to access any storage space such as storage room, storage cabinet, Storage Goods and whatever Goods and Articles in any area managed by the Company, and unseal, carry out inspection of and handle all Customer cartons, Storage Goods, Goods or Articles in any area managed by the Company in situations where the Company deems necessary to do so including but not limited to situations such as emergence or where Customer behavioural problems cause negative impact on the Company or other customers.
- The Storage Contract Terms And Conditions herein shall continue for as long as the Company is providing the Customer with any of the Services. The Company may, however, upon 7 days' written notice require the Customer to remove any Storage Goods and Goods from any location(s) managed by the Company, including but not limited to any Warehouse(s). If the Customer fails to designate a location for alternative storage, the Company will deliver the same to the Customer at the premises from which they were originally collected.
- The Company shall not be under any liability in respect of any claim arising out of or in connection with the loss of or damage to any Storage Goods and/or Fixtures unless:

 - A claim in writing is received by the Company within 2 months from the date the Customer becomes or reasonable should become, aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or misdelivery, at the time when delivery ought to have been made.
 - Court action shall have been commenced in Hong Kong within 6 months from the Customer becomes aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or misdelivery, at the time when delivery ought to have been made.

Where there has been a failure to comply with any of the aforementioned time limits, the claim shall be deemed to have been waived and shall be absolutely barred.
- No liability for damage to Storage Goods and/or Goods and/or Fixtures will be accepted by the Company unless the Company has been given a reasonable opportunity to inspect such damage.
- The Customer undertakes that no claim shall be made against any servant or agent of the Company which imposes or attempts to impose upon him any liability whatsoever in connection with the Services and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof. Without prejudice to the foregoing, all such servants or agents shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into any contract incorporating these conditions, the Company, to the extent of those provisions does so not only on its behalf but as agent and trustee for such servants and agents.
- If any of these conditions or any part thereof shall, in any case, be held to be invalid or to have failed the test of reasonableness within the meaning of the Control of Exemption Clauses Ordinance, such term or provision shall be deemed to be severed as if such term or provision had not been contained herein but without affecting the remaining conditions.
- This Contract shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction over all matters arising out of or relating to these terms and conditions and the offer and/or contract of which they are part. In relation to any disputes arising out of or in connection with this Contract, the Customer hereby agrees to accept and submit to the jurisdiction of the Hong Kong courts. The Customer further waives irrevocably any claim that Hong Kong is not a convenient forum, and agrees irrevocably that Hong Kong is a convenient forum as to any action arising out of or in connection with this Contract. The parties further agree that if either party commences any action relating to this Contract in any forum other than Hong Kong, that party shall pay all the attorney's fees and costs incurred by the other in seeking to stay or transfer the said action to a Hong Kong forum or in seeking to dismiss or defend the said action.
- Without prejudice to the other provisions of this Terms and Conditions, if the Customer should leave Hong Kong for more than a month, arrangements to settle the statement balance or continue or terminate the Storage Contract, should be made prior to the Customer departure.
- The Customer should notify the Company in writing of any change or address and telephone number. Until the Company has been notified otherwise the Customer's address registered with the Company shall be deemed to be the Customer's address and any notice sent to that address shall be deemed to have been duly sent.
- The Company has absolute right to modify or change the Terms and Conditions herein this agreement without the necessity to inform the Customer in priority. If such right of modification or change to the Terms and Conditions should be exercised, the Company shall serve a 30 days' advance written notice to the Customer before the modified or changed Terms and Conditions (Revised Terms and Conditions) and the Customer shall be deemed to agree and accept and willing to be bound by the Revised Terms and Conditions continuously if there is no any objection received by the Company after the same period.
- Customer for his/her executors and administrators hereby agree that until his/her executors and administrators have actually received notice of the death of the Customer the authority of such person as the Customer may appoint to have access to his/her Storage Goods shall continue to be valid, and that his/her estate will continue to be liable for the Storage fees or related fees of the Storage Goods until his/her legal personal representative will terminate it in accordance with the terms hereof, notwithstanding that until the grant of Probate or Letters of Administration is obtained from the Court Hong Kong Storage may refuse access to the Storage Goods except for the purpose of taking an inventory of the contents thereof, when the consent of the Estate Duty Commissioner to handle the Storage Goods is obtained.
- The Company has the right to serve a 5 days' advance notice to the Customer to terminate this Agreement without any compensation in the event of breach of any of the terms and conditions by the Customer. In such event, the Customer shall forthwith settle all outstanding Storage Fee and related fees and arrange removal of the Storage Goods but without prejudice to the Company's obligation to proceed against the Customer.
- If there is any difference between the English language text of Storage Contract Terms And Conditions and the Chinese language text, for all purposes the English language text shall be conclusive.