GENERAL STORAGE CONDITIONS

Applicable from 06/11/2023

Between :

L'Association Meublation, association loi 1901, domiciled at 1 rue de la Libération in Jouy-en-Josas (78350) and represented by Hortense Franchon.

Hereinafter referred to as Meublation.

AND :

The User of the storage service, who deposits his goods with Meublation, which stores these goods for a period determined at the time of delivery.

Hereafter referred to as "the Storer".

Introductory clause

All students of the Grande Ecole of HEC Paris have the possibility of taking a sabbatical year, either personal or professional, to develop their skills.

During this year, the students concerned leave the campus and therefore their accommodation, without knowing what to do with certain goods they have acquired to furnish it. In addition, some foreign students settle on campus for just one year and don't know what to do with the goods they acquired during their stay in France. All too often, these items end up in the garbage can.

With sustainable development in mind, and to make up for the lack of a satisfactory moving solution at an affordable price for students without means of transport, Meublation has developed a series of services to store goods at a moderate price.

Clause 1: Definitions

Goods: means either :

- any item of furniture deposited with Meublation by a Seller in order to be sold to a Buyer through Meublation,
- any item of furniture entrusted to Meublation,
- any item of furniture entrusted to Meublation to be rented.

GSC: means these general terms and conditions of service for the storage of Goods.

Customer: refers to any student using one of Meublation's services.

Delivery: means the act whereby the Customer entrusts Goods to Meublation for storage in the storage space managed by Meublation.

Storage Space: refers to the shared storage spaces on the HEC Campus located at 1, rue de la Libération - Bâtiment B1, and the containers.

Storer: means a Customer who deposits one or more Goods with Meublation in order to benefit from the storage service.

Site: refers to Meublation's website: www.meublation.com

User: refers to any person visiting the Meublation website.

Clause 2: Purpose and scope of application

These General Storage Conditions (GSC) form the basis of the commercial negotiation and are systematically sent or given to each User (Storer) to enable them to benefit from Meublation's services.

The storage terms and conditions described below detail the rights and obligations of Meublation and its customers in relation to the storage of the following Goods: furniture, boxes, suitcases and household appliances.

Any acceptance of the storage form to be filled in via the Site, including the clause "I acknowledge having read and accept the attached general storage conditions", implies the Storer's unreserved acceptance of these general storage conditions. The GSC can be printed and downloaded on a durable medium.

Clause 3: Site accessibility

The Site is intended solely for persons who meet the conditions necessary to obtain User status, i.e. to be (and not to have been) a student at HEC at the time of storage. Any access or use of the Site by a third party is strictly forbidden. By accessing or using the Site, you represent and warrant that you meet the User requirements.

The Site is accessible 24 hours a day, 7 days a week, except in the event of interruption, whether scheduled or not, for maintenance purposes or in the event of *force majeure* as defined by French case law.

Any interruption of the Site, for any reason whatsoever, shall not entail any liability on the part of the Site and shall not give rise to any indemnification or compensation.

Clause 4: Form and delivery

4.1 Application form

The Storer must request storage from the Meublation site by filling in the form provided.

4.2 Delivery

At the time of delivery, the Storer will be asked to confirm the elements indicated in the form and the total duration of storage planned, thus enabling the calculation of the total price for the storage of the Goods indicated during the defined period. Storage takes place only during the opening periods that Meublation undertakes to communicate on the Site.

Clause 5: Prices

The storage price is set according to the current rates indicated on the Site.

No discount or rebate will be granted on the proposed rates.

No discount will be granted for early payment.

No reimbursement will be made in the event of early withdrawal of the Goods by the Storer.

Clause n°6 : Terms of payment

Payment for storage of the Goods is made by the Customer to Meublation by credit card or cheque. Payment of the full amount due shall be made at the time the Storer deposits the Goods in Meublation's storage space.

Clause n°7 : Goods prohibited from storage

Stored Goods must not present any danger to others or to the buildings.

The Storer undertakes not to store products that are dangerous, prohibited, flammable, oxidizing, toxic, corrosive, contaminating, explosive, malodorous, gaseous under pressure, dangerous to the aquatic environment or dangerous to health (skin sensitivity, inhalation, eye irritation, mutagenic, respiratory, carcinogenic or that may entail a risk to reproduction).

The Storer also undertakes not to store any waste of any kind whatsoever (animal material, toxic, radioactive, dangerous), works of art and collectors' items of any kind, furs, jewelry, precious and semi-precious stones, valuable paintings and all precious metal objects.

Meublation may, at its discretion, refuse to accept any item that may present security problems.

Clause n°8 : Removal of stored Goods

The Storer may remove the Goods belonging to him/her during the opening periods at the beginning and the end of each semester, that Meublation undertakes to inform her/him of by email. All withdrawals are final.

The Storer expressly acknowledges having been informed that withdrawal is impossible during Meublation's summer vacation closure period, i.e. from June 1st to August 25th.

Clause n°9 : Extension of term

The contract is concluded for the duration specified at the time of delivery.

Nevertheless, the Storer may extend the storage period for one or more Goods already stored by prior agreement with Meublation and by paying the amount due for the extension in advance.

Clause 10: Late withdrawal of Goods

The Storer must withdraw the stored Goods before the expiry of the storage period agreed at the time of deposit.

In the event of withdrawal beyond the agreed storage period at the time of deposit, and in the absence of a request for an extension in accordance with the provisions of clause no. 9 above, the Storer will be liable for storage charges based on the time spent and on the rates in force on the date of the actual withdrawal, plus a flat-rate processing fee of €10 for the management of this late withdrawal. Meublation may retain the stored Goods until payment of the sums owed by the Storer.

Clause n°11: Failure to collect and pay for storage service

In the event of failure to collect the Goods and after three unanswered reminders over a period of six (6) months, the Goods will be considered as abandoned and Meublation will be free to dispose of them, in particular in order to cover the storage and removal costs incurred by the failure to collect the Goods.

In the event of non-payment of the storage service, if storage is extended beyond the period previously agreed, the Storer must pay Meublation the amount due for the payment of additional months of storage, within one month after reminder by the Meublation team. Any failure to comply will make it impossible for the Storer to withdraw his Goods from the storage service (articles 441-10 and D. 441-5 of the French Commercial Code).

Clause 12: Resolutory clause

If, within one (1) month of the implementation of clause n°11 "Failure to withdraw and pay for the storage service", the Storer has not paid the outstanding sums, the contract will be automatically terminated and Meublation reserves the right to donate the Goods for which storage has not been paid to the association Les Ressourceurs de Jouy.

Clause 13: Transfer of ownership and risks

Meublation cannot be held responsible for damage to stored Goods caused by *force majeure* (see clause n°15) in the storage facilities provided free of charge by HEC Paris (flood, earthquake).

Meublation declines all responsibility in the event of theft of a Goods from its storage facilities provided free of charge by HEC Paris.

In the event of deterioration of an Asset by a member of the Meublation team, Meublation undertakes to compensate the Storer for the market value (not replacement value) of the Asset.

Clause 14: Cessation of Meublation's activity

If Meublation ceases its activity, the Storer will be notified by e-mail to the address indicated in its customer account.

After this notification, the Storer will have a period of three (3) months to recover the goods deposited.

After this period, and in the absence of any demonstration by the Storer of its desire to recover its Goods, the Goods deposited will, depending on their condition, be given away or thrown away.

Clause 15: *Force majeure*

Meublation may not be held liable if the non-performance or delay in the performance of any of its obligations described in these general storage conditions is due to *force majeure*. *Force majeure* is defined as any external, unforeseeable and irresistible event within the meaning of article 1148 of the French Civil Code.

Clause 16: Personal data and cookies

16.1 Personal data

The Storer undertakes to provide accurate information concerning its postal address and e-mail address, which will be used as references for the direct debit. The Customer also agrees to inform Meublation of any changes to this information.

The personal data provided by the Storer will be stored in data files belonging to Meublation, which will retain ownership of the data. This data is necessary for the performance of the Agreement within the meaning of Article 6.1.b of the General Data Protection Regulation (RGPD).

It will be stored and processed by Meublation, in its capacity as data controller, for the duration of the storage contract and three (3) years after its expiry.

In its capacity as data controller, the Site undertakes to take all the organizational and technical measures and precautions necessary to preserve the security and confidentiality of the personal data it processes, and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties. Data will also be used for purposes of communication, market research and individualized electronic information campaigns concerning products and/or services offered by Meublation.

In accordance with Articles 15, 16, 17, 17, 17, 18, 20 and 21 of the French Data Protection Act (*loi informatique et liberté*) updated with regard to the RGPD, the user has the right to access, rectify or delete his or her data, or to limit the processing thereof, as well as the right to object to the processing and the right to data portability. To exercise these rights, the renter must send a letter or e-mail to association.meublation@hec.edu.

16.2 Cookies

Meublation uses several types of cookies on the Site.

Cookies are small tracking devices or text files placed on the browser (computer or other) when visiting a website. Cookies enhance the user's experience on the Site by recording that they have previously visited the Site. Cookies are also used to provide personalized advertising.

These cookies are installed on the first visit to the Meublation site, but only with prior consent, which will be given if the Storer continues to browse the site after the cookie banner appears.

The Storer may deactivate the installation of cookies on his/her equipment by modifying the settings of his/her browser accordingly. Most browsers explain how to stop accepting new cookies, how to be notified when a new cookie is received, and how to disable existing cookies. The Storer can consult and obtain details specific to his browser by visiting http://www.allaboutcookies.org.

The purpose of the cookies used is to store basic information such as identification. Under no circumstances are data such as bank details or passwords stored.

Clause 17: Modification of the GSC

The site reserves the right to modify these GSC. If necessary, the Storer will be informed by sending an e-mail to the e-mail address registered on the platform at least one month before the new GSC come into force.

For transactions in progress, the applicable GSC will remain the GSC validated at the time the form was validated.

Clause 18: Applicable law and jurisdiction

Any dispute relating to the interpretation and execution of these general storage conditions is subject to French law.

In the event of a dispute concerning the GSC, their interpretation and/or any use of the site, with a consumer, within the meaning of the introductory article of the French Consumer Code, the consumer may refer the matter to the Consumer Mediator, under the conditions laid down in provisions L611-1 et seq. of the French Consumer Code.

If no agreement is reached within the framework of this procedure, the dispute will be brought before the court of jurisdiction of the defendant.