

Lease Duration and Termination

Duration is open-ended. Lease can be terminated at any time from customer with 48-hour notice or from Fleig with 30-day notice by registered mail at the end of a calendar month. Vacating is not generally possible on major moving days. If customer fails to vacate storage space within the allotted one month deadline, Fleig is legally entitled by the law of retention to effect the sale or disposal of stored goods.

Items prohibited from storage

For sanitary and safety reasons, unpacked food, living plants, explosive, easily inflammable or any other hazardous, toxic, dangerous, pollutant substance or material cannot be stored.

Opening Hours

Stored items can only be accessed with minimum advance notification of 2 days and accompanied by a Fleig representative. Access is not generally possible on major moving days or Saturdays. If any items are to be added or removed, Fleig is to be compensated for moving furniture, opening the enclosure and any other relevant efforts.

Insurance

Insuring stored goods against fire, water, theft is sole responsibility of the customer. Easiest, least expensive is to use an existing household insurance. Short written notification to the insurance company suffices. Our storehouse company is well known to all major insurance companies. Customers can request in writing - specifying inventory value and risks to be covered - that Fleig contracts a policy in customer's name, the premium to be separately billed. In a damage claim, the customer can be compensated only if it exceeds insurance coverage and Fleig carries liability.

Liability

Fleig guarantees due diligent handling of stored goods, storing in dry, suitable rooms and return in unchanged condition. Fleig liability is strictly limited to deliberate or gross negligence. Any further liability is expressly excluded, particularly for the following damages:

- Furniture, household or storage goods if delivered to / removed from storage by customer or agent other than Fleig.
- Wood-mites, mould, rust or oxidation, rodents, vermin or moths (even if moth repellent had been previously used).
- Computer programs (and development of such) as well as data storage devices of all kinds.
- Cash, securities, documents, valuables like art works, jewellery, gold and silver objects, antiquities as well as items of sentimental value unless previously verified and accepted by special agreement.
- Unpacked- and especially fragile items - such as porcelain, glass, marble, lamps, lampshades,
- Unpacked clothing, linen, blankets, small carpets, in fact any small unpacked items subject to loss.
- Breakage of corroded furniture or linoleum, cracking of varnish, detached glued parts, aftereffects of
- temperature and humidity fluctuations.
- Force majeure such as war, earthquake, looting, destruction, social upheaval.

Notification of Damages

Upon vacating the storage room, customer must notify Fleig of any damage. If customer accepts content without reservation, all claims regarding state or quantity are rendered null and void.

Claims of missing or damaged (visible on surface) items are to be communicated by writing immediately upon vacating storage space, other claims within 3 workdays.

Payment Default / Retention

Rental fee is due latest on last day of invoiced period. Late payments incur interest. Fleig is entitled to send a reminder by registered mail. In the event of non-payment, storage contract is terminated without further reminders at the end of the month following the reminder.

In the event of default, Fleig is legally entitled by the law of retention to effect the sale or disposal of stored goods. All accrued storage, transport, disposal as well as debt collection fees still remain owed and will be offset by any income from disposal measures.

Even partial removal can not take place before outstanding charges are settled in full. Until such time, Fleig continues right of retention of the stored goods.

Place of contractual fulfilment and Legal Jurisdiction

The place of contractual fulfilment is the location of the storage. Applicable law is Swiss law and exclusive court of jurisdiction for both parties is Basel-City.