



Storage Services Agreement

between

.....

hereinafter referred to as the "**Storage Customer**"

and

astora GmbH & Co. KG
Wilhelmshöher Allee 239
34121 Kassel, Germany

hereinafter referred to as "**astora** "

hereinafter referred to individually and/or jointly as the "Contractual
Counterparty(ies)"

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Preamble

Based on the Keyed Procedure on ..., the **Storage Customer** and **astora** hereby conclude the following **Storage Services Agreement** on the basis of the respective valid version of the **General Terms and Conditions for Storage Access**. By entering into this **Storage Services Agreement** **astora** grants the **Storage Customer** the right to use the services of the following **Storage Location** to the extent agreed herein.

Article 1 Storage Location

The **Storage Customer** contracts the **astora Storage Services** listed in Article 2 in the **Storage Location** The **Storage Customer** is entitled to combine the contracted **Storage Capacity** with all other **Storage Products** offered by **astora** for the abovementioned **Storage Location**.

Article 2 Storage Services / Storage Service fee

Storage Customer contracts the following **Storage Product** according to the **Storage Specification** ... :

Storage Product: _____

Number of **bundles**: _____

The **storage service fee** amounts to:

Sum [€/a]: _____

Sum [€/month]: _____

The **Storage Service Fee** shall be determined by the offers within the respective procedure. The **Storage Customer** shall be obliged to pay the firm **Storage Service Fee** for the **Storage Capacities** made available by **astora** independent of the use. The claim for payment of the **Storage Services Fee** shall arise at the beginning of the contract duration as defined by the **Storage Product**.

Article 3 Contract Term

The **Storage Services Agreement** shall come into effect upon the **Storage Customer's** receipt of **astora's** declaration of acceptance via e-mail in the context of the Keyed Procedure. The **Storage Services**

Agreement shall expire at the end of the **Storage Product** listed in Article 2.

Article 4 Rounding procedure

For calculations under this **Storage Services Agreement** the intermediate calculations shall be rounded up or down to four (4) decimal places and the final results to two (2) decimal places. If the fifth (5th) or third (3rd) decimal place respectively should be five (5) or more, the sum shall be rounded up, if it is less than five (5), it shall be rounded down.

Article 5 Severability Clause

Should any individual provision or any part of any provision of this **Storage Services Agreement** be or become void or unenforceable the validity of the remaining provisions shall in no way be affected.

In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as closely as possible to the sense and spirit and purpose of this **Storage Services Agreement**. This shall apply correspondingly to any regulatory gaps.

Article 6 Elements of the Agreement

The following documents shall form an integral part of this **Storage Services Agreement**:

- **General Terms and Conditions for Storage Access** in the respective valid version (current version: 06/2012)
- **Storage Specification ...**

In cases of doubt and/or lacks of clarity the provisions of this **Storage Services Agreement** shall take precedence over the provisions of the integral parts of this **Storage Services Agreement** referred to above.

The provisions on the scope of the integral parts remain unaffected.

Kassel, Date

astora GmbH & Co. KG

Location, Date

Storage Customer

Name

Name

Name