

Document Storage Contract Terms and Conditions

1. In these Terms and Conditions, the following expression shall have the following meanings unless the context otherwise requires:
“**Company**” means Hongkong Storage operated by Derichevax International Investments Limited.
“**Customer**” means any person, company or corporation contracting with the Company for the Services, whether or not he is the owner of the Cartons and/or the documents stored therein.
“**Cartons**” shall include all or any of them and documents stored therein.
“**Storage Fee**” means the storage fee charged by the Company from time to time for providing the Customer document storage service.
“**Service Charge**” means the service charge charged by the Company from time to time for providing the Customer, including but not limited to cartons, packaging materials, equipment, tools, delivery of Cartons service and/or disposal of documents service and/or other handling services.
“**Storage Facility**” means any premises or land, whether or not owned by the Company, which the Company uses for the storage of Cartons or related operations.
“**Services**” means the service(s) which is / are offered to the Customer by the Company including the document storage, packaging, delivery, retrieval, removal, disposal, destruction and other handling services.
“**Storage Contract**” means the document storage contract entered between the Company and the Customer.
“**Storage Period**” means the storage period stated in the Storage Contract or quotation.
2. Unless otherwise stated, Storage Period commences from the date of the Storage Contract; with termination notice properly served, **Storage Period expires upon the termination of the Storage Contract**. Unless the parties have agreed to renew the Storage Contract on other terms and conditions, the Storage Contract shall be automatically renewed for one year on an annual basis upon expiration of the Storage Period until the Customer serves upon the Company a 60-day prior written termination notice. Storage Fee shall remain fixed and unchanged for the first year of the Storage Contract and may thereafter be changed or increased at any time by the Company upon giving the Customer 60 days' prior written notice. Service Charge and other charges payable by the Customer may be changed or increased at any time even during the first year of the Storage Contract and the Company will give the Customer 60-day prior written notice before such adjustment or increase.
3. Unless otherwise stated, Storage Fee is chargeable from the date of Storage Contract; with termination notice properly served, Storage Fee expires on the termination of the Storage Contract.
4. Monthly Storage Fee (MSF) is the Storage Fee charged by the Company on a monthly basis. Storage Fee is payable in advance regardless of the Storage Period covered and is non-refundable. For Service Charge and other charges payable by the Customer, the Customer shall pay the same after the Customer has received the related services.
5. 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 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.
6. Once accepted by the Customer, the quotation of the Company shall form part of the Storage Contract and all the terms therein shall be binding. If the Customer wishes to cancel or terminate the Storage Contract before the expiration of the 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 cancellation or early termination.
7. A Customer Payment Notice (“**Payment Notice**”) setting out Storage Fee, Service Charge and other charges payable by the Customer will be sent to the Customer when the Customer's account balance is not zero. The Customer agrees to examine each Payment Notice 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, forgery, forged signature, fraud, lack of authority, negligence of Customer or any other person (“**the Errors**”). The Customer also agrees that the Payment Notice shall, as between the Company and the Customer, be conclusive evidence as to the balance shown therein and that the Payment Notice 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 Payment Notice of the Customer or, if posted, within the same period after the Company has sent such Payment Notice to the Customer by post. The Customer agrees to pay the Service Fee, Service Charge and other charge stated in the Payment Notice within 60 days Upon receipt of the Payment Notice.
8. **Customer's Authorisation**
The Customer warrants and undertakes that all Cartons including the documents stored therein in respect of which the Company is to provide the Services are either owned by the Customer or legally in the possession or under the control of the Customer, and that the Customer is able to deal with the Cartons including the documents stored therein, and has full authority to order the Services including without limitation, delivery, retrieval, disposal or removal of Cartons including the documents stored therein in accordance with the Storage Contract. The Company will perform the Services pursuant to the direction of the Customer's agent(s) identified pursuant to the Company's standards. Such orders may be given in person, by telephone or in writing (fax, email or hardcopy). The Customer fully releases the Company from all liability by reason of the destruction of materials or documents by the Company pursuant to the Customer's authorization. The Customer hereby expressly declares to accept full responsibility of any events or consequences arising from this authorisation and at the same time waives all the rights to claim against the Company and its shareholders, directors, officers, employees and agents for any damages including liquidated damages arising from such act and hold harmless the Company and its shareholders, directors, officers, employees and agents from and against any and all loss, damages, costs and expenses suffered or incurred in connection therewith. The Customer also 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 Clause.
9. **Confidentiality**
 - 9.1 Either party shall keep as secret and confidential any and all materials and information (including but not limited to trade secrets and know-how of the other Party) which have been obtained from the other party in connection with the Storage Contract, including the terms and conditions and existence of the Storage Contract, and shall not divulge or disclose the same to any third party or use the same for any purpose other than the purpose of the Storage Contract, without the prior written consent of the other Party. The foregoing provision shall not apply to any materials and information that are in the public domain without the receiving party's breach; and that are required to be disclosed by the applicable laws listing rules, regulatory authority or judgment, decision, order or demand of the court or other governmental authorities. The confidentiality obligation in this Clause shall survive 2 years after the termination or expiration of the Storage Contract.
 - 9.2 If either party breaches the aforesaid confidentiality clause and causes losses to the other party, the defaulting party shall be liable for any loss or damage caused to the other party. If the loss or damage is caused by any intentional act or negligence of the defaulting party or its agents, servants or employees, the defaulting party shall compensate the non-defaulting party by paying it a sum of 5 times of the Storage Fee of the month when the breach occurs.
10. Any time within which 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.
11. The Customer shall ensure that adequate and appropriate access is available at all relevant premises for the Company to perform the Services.
12. The Customer shall comply with the Company's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/ pickup/ account closing volume, preparation for pick up, security, secured shredding protocols, access and similar matters.
13. The Customer shall
 - 13.1 In respect of the Services, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Services including the dimensions and quality of Cartons as required by the Company;
 - 13.2 not submit to the Company any Cartons or documents which are or include any illegal, dangerous, explosive, corrosive or other substance that is harmful to either persons or the property of the Company or of others;
 - 13.3 not store with the Company or put in shredding bins of the Company any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by applicable law or regulation relating to environment or hazardous materials;
 - 13.4 not store negotiable instruments, jewellery, check stock or other items that have intrinsic value;
 - 13.5 only place paper-based materials in the shredding bins of the Company.If the Company suspects that the Customer is in breach of this Clause, the Company may at any time request the Customer or authorised person(s) of the Customer to open such Cartons for inspection. Should the request be denied, the Company has the right to break or force to open and handle the Cartons including the documents stored therein whereby all the costs and expenses incurred by reason of such breakage or forceful open shall be borne by the Customer absolutely whatsoever. The Customer shall indemnify the Company against any loss or damage, or injury to personal resulting from the Customer's breach of this Clause.
14. The Company shall as soon as practicable after receiving the Cartons including the documents stored therein provide the Customer with documentary proof for them. There will not be any specification or warranty as to whether the Cartons including the documents stored therein, sealed or open, are in good or any particular state or condition.
15. For the purpose of protecting the Company's interests, the Customer and its interests such as its Cartons, regulating the use of storage space, maintaining proper management standards, the Company as storage facility operator shall have the absolute power to access any storage space in any areas managed by the Company, and unseal, carry out inspection of and handle all Customer's Cartons 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 the Customer's behavioural problems cause negative impact on the Company or other customers.

16. When the Customer wants to retrieve the Cartons from the Company, the Customer shall give to the Company such period of notice as shall be specified by the Company from time to time. If shorter notice than that is required by the Company is given, the Company will use all reasonable endeavours to retrieve and/ or deliver the relevant Cartons by the requested time but shall not be responsible for any loss or damage arising from any failure to do so.
17. In consideration of the provision of the Services by the Company, the Customer shall pay to the Company:
- 17.1 Storage Fee, Service Charge and other 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;
- 17.2 Any out of pocket expenses incurred by the Company in the provision of the Services;
- 17.3 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.
18. If the Customer fails to pay the Storage Fee, Service Charge or other charges stated in the Payment Notice within 2 months according to Clauses 4 and 7, the Company shall charge the Customer an administrative fee of HK\$500.00 and suspend the right of the Customer to retrieve the Cartons (lien). If the Customer fails to pay the Storage Fee, Service Charge or other charges stated in the Payment Notice within 3 months according to Clauses 4 and 7 the Company will charge an extra 30% of the Storage Fee owed as late payment fee. Notwithstanding any other remedy available to the Company, the Company shall have a lien over all Cartons including the documents stored therein 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 Cartons, 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 Cartons 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 Cartons 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.
- 19. Limited Liability**
- 19.1 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:*
- 19.1.1 Direct or indirect, consequential or other loss arising to the Customer as a result of the Cartons not being available to the Customer at any time for any reason;
- 19.1.2 Loss or damage caused by any event of force majeure including without limitation, storm, fire, flood, explosion, theft, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, acts done with malicious intent by any person, or any other event outside the control of the Company;
- 19.1.3 Loss or damage arising from the natural deterioration of the Cartons and/or the documents stored therein;
- 19.1.4 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);
- 19.1.5 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.
- In all other cases, the liability of the Company to the Customer in respect of any loss or damage the Customer may incur or suffer under this Storage Contract shall be limited to a maximum sum of HK\$500.00 for each Carton, and the maximum total sum of HK\$5,000.00 for each incident or accident.
- 19.2 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;
- 19.3 Without prejudice to the above, no liability for damage to Cartons will be accepted by the Company unless the Company has been given a reasonable opportunity to inspect such damage;
- 19.4. 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 Cartons unless:
- 19.4.1 A claim in writing is received by the Company within 1 month from the date the Customer becomes aware of or reasonably should have 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;
- 19.4.2 Court action shall have been commenced in Hong Kong within 6 months from the date when 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 Customer agrees that the claim shall be deemed to have been waived and shall be absolutely barred.
20. The Customer undertakes that no claim shall be made against the shareholders, directors, officers, employees and agents 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 fully indemnify and hold harmless the Company against all consequences thereof. Without prejudice to the foregoing, all such the shareholders, directors, officers, employees and 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.
21. 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.
22. This Storage Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("**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 Storage 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 Storage Contract. The parties further agree that if either party commences any action relating to this Storage 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.
23. The Customer should notify the Company in writing of any change of registered address and telephone number and provide the Company with the relevant documents proving the same for the Company's records within 14 days of the said change. 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.
24. The Company has absolute right to modify or change the Terms and Conditions herein from time to time without the necessity to give prior notice to the Customer. If such right of modification or change to the Terms and Conditions is exercised, the Company shall serve a 30 days' advance written notice to the Customer before the modification or change to Terms and Conditions ("**Revised Terms and Conditions**") takes effect and the Customer shall be deemed to agree and accept and willing to be bound by the Revised Terms and Conditions.
25. The Company has the right to serve a 5 days' advance notice to the Customer to terminate this Storage Contract 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, Service Charge and other charges payable by the Customer but without prejudice to the Company's right to proceed against the Customer for all loss and damage arising from such breach.
26. If the Customer breaches any of the terms contained in this Storage Contract, the Company shall be entitled to charge the Customer administrative charges but without prejudice to any rights that the Company may have against the Customer in relation to such breach.
27. The Company may give notice to the Customer at any time to limit, cancel, end or terminate the provision of Services or the Storage Contract under any one of the following situations:
- 27.1 Where the Customer fails to pay any Storage Fees, Service Charge or other charges stated in the Payment Notice that are due on time or the Customer owes other Storage Fees to the Company in respect of another Service;
- 27.2 Where the Customer is using or will use the Service illegally;
- 27.3 Where a trustee in bankruptcy, a liquidator or a provisional liquidator has been appointed to deal with the Customer's assets, or where the Customer has decided to enter into a settlement agreement, postponed payment or similar arrangements for the interests of the Customer's creditor, or where the Customer is unable to pay the debts owed at the expiration of payment date;
- 27.4 Where the Customer has breached or the Company reasonably believes that the Customer may breach any of the terms and conditions of the Service; and if the Company reasonably believes that the termination of Service is necessary;
- 27.5 Where the Company is following an order, direction, judgment, statement, instructions, subpoena or similar notice by a Government or any regulatory authority;
- 27.6 Where the Company is preparing to undergo any repair or improvement to the Service.
28. In signing this Storage Contract, the Customer which is a corporation or company must present a valid Business Registration Certificate and the company stamp.
29. 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 prevail and be conclusive.