

CONTRACT TERMS

Source: <https://palik.lt/sutarties-salygos/>

Website text converted to PDF on 2026-10-19.

I. SUBJECT MATTER OF THE AGREEMENT

1. Under this Agreement, the Storage Provider undertakes to store the movable item(s) delivered by the Depositor (hereinafter referred to as the Property), as specified in the Property Handover and Acceptance Certificate (hereinafter referred to as the Certificate) (Annex 1 to the Agreement), and the Depositor undertakes to pay the Storage Provider in accordance with the procedure set out in the Agreement.

II. RIGHTS AND OBLIGATIONS OF THE STORAGE PROVIDER

1. The Storage Provider undertakes to store the Property for the period specified in the Agreement under conditions that ensure its preservation to the greatest extent possible.
2. The Storage Provider must ensure compliance with the requirements for storage measures laid down by laws or other legal acts (fire safety, sanitary requirements, etc.).
3. The Storage Provider may not use the stored Property or allow other persons to use it.
4. The Storage Provider may change the method, location and other conditions of storage without the Depositor's consent, having notified the Depositor in writing at least 5 (five) calendar days in advance.
5. The Storage Provider must return the Property at the Depositor's request. In this case, the Depositor must have paid the Storage Provider for the entire current month.
6. The Storage Provider may require the person collecting the Property to present the Certificate under which the Property was delivered for storage and a document confirming that person's right to collect the Property.
7. The Storage Provider must return to the Depositor or another person authorised by the Depositor the same Property that was delivered for storage. The Property must be returned in the same condition in which it was delivered for storage, taking into account normal wear and tear, depreciation or changes resulting from its natural characteristics.
8. The Storage Provider may refuse to accept the Property for storage if it was not delivered to the Storage Provider on the date the Agreement entered into force.

III. RIGHTS AND OBLIGATIONS OF THE DEPOSITOR

1. The Depositor undertakes to deliver the Property specified in Annex 1 to the Agreement to the Storage Provider for storage. Delivery of the Property to the Storage Provider and its return to the Depositor shall be documented in a Certificate.
2. The Depositor undertakes to pack the Property being delivered (e.g. in cardboard boxes or bags).
3. The Depositor undertakes to pay the Storage Provider in accordance with the procedure set out in this Agreement.
4. The Depositor may at any time request termination of the Agreement and the return of the Property by giving the Storage Provider at least 5 (five) calendar days' prior written notice. In this case, the Depositor must pay the Storage Provider for the entire current calendar month, even if the item was stored for less than a full month.

IV. REMUNERATION OF THE STORAGE PROVIDER

1. The Depositor shall pay the Storage Provider a monthly fee for storing the Property until the end of the term of the Agreement.
2. The storage period shall run from the moment the items are delivered to the Storage Provider until the date the Property is returned to the Depositor.
3. The minimum storage charge for the Property is one month's fee and shall not be prorated according to the number of days in the month. The Depositor undertakes to pay for a full month, irrespective of the day of the current month on which the return of the items was requested.
4. The service fee shall be paid for the current calendar month on the basis of an invoice issued by the Storage Provider. The Storage Provider shall issue the invoice within 5 (five) calendar days of the date this Agreement is signed and, each month, within 5 (five) calendar days of the same day of the month on which the Agreement was signed. The Depositor shall pay the invoice issued by the Storage Provider no later than 5 (five) calendar days after the date it is sent.
5. Payment shall be made by bank transfer to the Storage Provider's bank account specified in the Agreement. Payment by bank transfer shall be deemed completed on the date the transferred amount is credited to the Storage Provider's bank account.
6. If the Depositor misses the payment deadline, late payment interest of 0.05 (five hundredths) per cent of the unpaid amount shall accrue for each day of delay without a separate written warning, and the debt may be referred to a debt collection company for administration without separate notification to the Depositor. If payment is overdue by more than 30 (thirty) calendar days, an additional penalty equal to 10 (ten) per cent of the unpaid invoice amount shall apply.

The Storage Provider shall notify the Depositor of this in writing and demand payment. If the Depositor fails to pay the debt and other amounts within 7 (seven) calendar days of the date the notice is sent, the Storage Provider shall be entitled to terminate the Agreement unilaterally and apply to a court for an award of the debt and related amounts and, subsequently, to a bailiff for recovery of the debt and related amounts.

7. The Storage Provider may retain the Property delivered for storage until the Depositor has settled the amounts due. If the Depositor fails to pay the Storage Provider for the service provided for more than 1 (one) month and, following an additional demand for payment, fails to settle within 7 (seven) calendar days of that demand being sent, the Storage Provider shall be entitled to dispose of, sell or otherwise destroy the Property. If the Property is sold, the Storage Provider shall retain the proceeds to cover the losses incurred.

In this case, no proof of losses is required.

8. Additional services (transportation of items, packing of items, packing materials, furniture disassembly/assembly) are charged separately and are not included in the price specified in the Agreement.

V. LIABILITY OF THE PARTIES

1. The Storage Provider shall be liable for loss, shortage or deterioration of the Property in all cases except where this is caused by force majeure.
2. For loss, shortage or deterioration of the Property occurring after the Depositor's obligation to collect the item has arisen, the Storage Provider shall be liable only in cases of its wilful misconduct or gross negligence.
3. The risk of accidental destruction of the Property shall pass to the Storage Provider only when the Property is delivered to it. If the Property is delivered using the services of third parties (carriers), the risk of destruction of the Property shall pass only after delivery to the Storage Provider. If the Property is destroyed or damaged before such delivery, the Depositor may claim compensation for destruction of or damage to the Property only from the third party whose services were used to deliver (transport) the Property.
4. The Storage Provider must compensate the Depositor for losses arising from loss, shortage or deterioration of the Property. If the Property is destroyed or lost, the Depositor must provide evidence of its value in order to claim compensation. The Storage Provider shall compensate the value of the Property substantiated by the Depositor's written evidence (documents), but not more than the maximum value of the Property, which is EUR 250.00 (two hundred and fifty euros and zero cents) per square metre of space occupied by the Property.

The Depositor confirms that the actual value of the Property does not exceed the maximum value of the Property and that, if the Property is destroyed or damaged, the Depositor will not claim damages from the Storage Provider exceeding that maximum value. The Storage Provider is not obliged to compensate the Depositor for losses exceeding the maximum value of the Property specified in this clause.

The Depositor may prove the value of the Property by written evidence, including, but not limited to, obtaining an expert valuation of the Property or providing other documents substantiating its value. The Depositor may independently insure the Property and provide the Storage Provider with supporting documents, in which case the maximum Property value criterion shall not apply.

5. The Depositor must compensate the Storage Provider for losses caused by the characteristics of the stored Property. By signing this Agreement, the Depositor confirms receipt of a copy of the storage facility rules (Annex 2 to the Agreement), that the Depositor has read the rules and agrees to them. The Parties confirm that these rules form an integral part of this Agreement and must be complied with by the Parties.

The provisions of the rules may change; however, the version in effect on the date this Agreement was signed and sent together with the Agreement shall apply to the Depositor. The latest version of the rules is available on the Storage Provider's website at <https://palik.lt/saugyklos-taisykles/>.

VI. EXTRAORDINARY CIRCUMSTANCES (FORCE MAJEURE)

1. The Parties shall not be liable for total or partial failure to perform their obligations under this Agreement if such failure is caused by force majeure. The Parties understand force majeure as defined in the Civil Code of the Republic of Lithuania.
2. A Party unable to fulfil its obligations due to the circumstances referred to above must notify the other Party in writing no later than 5 (five) calendar days after such circumstances arise. Late or improper notification of the other Party, or failure to provide such notification, shall deprive the affected Party of the right to rely on those circumstances as grounds for exemption from liability for late or improper performance, or non-performance, of its obligations.
3. If the circumstances referred to above last for more than 1 (one) month, the Parties may terminate the Agreement by mutual agreement.

VII. TERM OF THE AGREEMENT AND RETURN OF THE PROPERTY

1. The Agreement shall enter into force when the Property is delivered to the Storage Provider and shall remain in force for an indefinite period.
2. If the Parties (or either Party) request termination of the Agreement, the Property shall be handed over to the Depositor under a Certificate no later than 5 (five) calendar days after the date of the request.
3. The Depositor must inspect the Property upon its return and sign the Certificate. If the Depositor identifies defects in the Property that were not present when the item was delivered to the Storage Provider, the Depositor shall record them in writing in the Certificate when collecting the Property. By signing the Certificate without recording any defects in the Property, the Depositor confirms that the Property has been inspected and that the Depositor has no claims regarding its quality and/or quantity and will have none in the future. Once the Certificate for the return of the Property has been signed, the Storage Provider shall not accept the Depositor's claims concerning the Property.

VIII. FINAL PROVISIONS

1. The Depositor agrees that the Storage Provider will use the Depositor's personal data specified in this Agreement for the purpose of performing this Agreement and has no objection to such use. The Depositor also confirms having read the privacy policy on the Storage Provider's website at <https://palik.lt/privatumo-politika/> and agrees to its terms.
2. The Parties undertake to maintain confidentiality in their dealings with each other: they shall not disclose to third parties, in writing, orally or in any other form, any commercial, business or financial information obtained in the course of their cooperation under this Agreement.
3. Any amendments or additions to the Agreement shall be valid only if made in writing and signed by the authorised representatives of both Parties. Oral reservations shall have no legal effect.
4. All annexes and additions to this Agreement form an integral part of this Agreement and have the same force for the Parties as the Agreement itself.
5. The Parties agree that all documents and notices sent to the other Party using the contact details specified in this Agreement shall be deemed served within 3 (three) calendar days if sent by email and within 7 (seven) calendar days if sent by registered post. If a Party's contact details change, that Party must notify the other Party in writing no later than 7 (seven) calendar days after the change.
6. The Depositor confirms having made suggestions and comments regarding the terms of this Agreement, which were taken into account when concluding this Agreement; that is, the Depositor confirms having been able to influence the formulation of these terms and that they are clearly expressed and understood by the Depositor.

The Depositor confirms that the terms of this Agreement are fair to and understood by the Depositor, and that this Agreement or any of its individual terms do not materially upset the balance of the Parties' rights and obligations or infringe the Depositor's rights and interests.

7. The Parties shall be liable for failure to perform or improper performance of their contractual obligations in accordance with this Agreement and applicable legal acts.
8. All disputes relating to this Agreement shall be resolved through negotiation. If no agreement is reached, disputes shall be resolved in accordance with the laws of the Republic of Lithuania, with jurisdiction determined by the address of the Storage Provider's registered office.
9. The Agreement is drawn up in 1 (one) copy in Lithuanian, by exchanging electronically signed and/or scanned or photographed versions of the Agreement by email.