

Loss adjustment

Coolworld Nederland B.V.

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Based on the Agreement, the full risk of the Rented Item is for the Renter during the entire rental period. That means that the Renter is liable for loss of the Rented Item or for any direct or indirect damage or loss caused to the Rented Item and/or caused by the Rented Item and/or suffered in connection with or using the Rented Item, and that the Renter must take out adequate insurance in this respect.

The damage waiver scheme ('Loss Adjustment') applies to the legal relationship between the Renter and the Rental Company, unless before the start of the rental period the Renter chooses not to use the Loss Adjustment. In the latter case, before the start of the rental period, but no later than the day on which the Rented Item is made available to the Renter, the Renter must take out insurance that adequately covers the risks included in the Loss Adjustment, and the Renter must provide the Rental Company with an insurance certificate on its demand. The definitions described in Article 1 of the Rental Company's general terms and conditions apply by analogy to the Loss Adjustment.

The Loss Adjustment means that the Renter limits their liability in respect of the Rental Company regarding the loss of or material damage caused to the Rented Item as a result of the causes specifically included in the Loss Adjustment against payment of a surcharge of 7.5% (seven and a half percent) on the gross monthly rent. If the Renter satisfies the conditions of the Loss Adjustment, the Rental Company will waive its right of recourse to claim from the Renter the damage caused to or the loss of the Rented Item as a result of the causes specifically included in the Loss Adjustment, with the exception of the agreed excess.

Acceptance of the Loss Adjustment does not release the Renter from their other contractual obligations towards the Rental Company, including but not limited to the obligation to take out insurance for the Rented Item against events not covered by the Loss Adjustment.

Article 1: Definitions

Fire:	A fire caused by combustion and combined with flames outside a seat of fire that is able to spread of its own accord. Fire does not include:
-	singing, scorching, melting, charring, heating;
-	burning out of electrical devices and motors;
-	overheating, burning out, and breaking of ovens and boilers.
Theft:	Removing any property belonging to another, with the object of unlawfully appropriating it.
Event:	A sudden and unforeseen incident or series of related incidents causing damage to or loss of the Rented Item.
Aircraft:	Any device capable of taking off or moving through the airspace, on take-off, in flight, on landing or crashing, or any part thereof that has become detached therefrom, has been ejected or has fallen from it.
Explosion:	A sudden, violent release of energy involving gases or fumes.
Attempted theft:	The first act in the commission of a Theft as defined above.

Article 2: Description of the cover of the damage or loss

The Loss Adjustment covers material damage to and the loss of the Rented Item, caused by one or more of the following Events:

- a. damage to the Rented Item caused by an external factor. Article 3.5 of the Loss Adjustment applies by analogy;
- b. Fire;
- c. natural Events that have not been excluded under Article 3.5 of the Loss Adjustment such as storm, hail and floods that are not

- d. excluded;
- d. Explosion;
- e. Aircraft;
- f. Theft or Attempted Theft, either if the Rented Item is located in a building and/or on a fenced-off site, and the perpetrator has gained access to the building and/or site by breaking and entering, and the building and/or fence show signs of forced entry, or if the Rented Item is located outside a building and/or fenced-off site, but is monitored by one or more security cameras or a guard, and the breaking and entering has been recorded by the camera(s) or if the guard can testify to this. There is no cover in the absence of signs of forced entry, a recording or testimony.

Article 3: Exclusions

- 3.1 The Loss Adjustment does not apply if the Renter does not or does not in good time fulfil their obligations arising from the Agreement and the applicable general terms and conditions of the Rental Company.
- 3.2 The Loss Adjustment only relates to the Rented Item and the accessories delivered along with the Rented Item.
- 3.3 The Renter is obliged to take out insurance for the items stored, packaged, repaired, used or produced in or using the Rented Item. All direct and indirect damage or loss arising from this - including but not limited to trading loss caused by the impossibility to use the Rented Item - is not covered by the Loss Adjustment.
- 3.4 Cover of third-party damage or loss or environmental damage caused by the Rented Item is excluded.
- 3.5 Material damage to or loss of the Rented Item is not covered if the damage to or loss of the Rented Item is the result of:
 - a. wilful misconduct, gross negligence and/or omission of the Renter;
 - b. insufficient care and/or negligent use, acts or omissions of the Renter, including but not limited to not performing regular inspections in good time of the Rented Item, failure to comply with the User Documentation and/or the Service Level Agreement and/or poor regular maintenance by the Renter;
 - c. the Renter acting contrary to the applicable laws and regulations;
 - d. uprising, war, terrorism, riots or strikes;
 - e. a flood caused by the collapse or overflowing of dikes, quays, locks or other water-control structures, irrespective of whether the flood is the cause or the result of a covered Event. This exclusion does not apply to fire or an explosion caused by a flood;
 - f. an earthquake or volcanic eruption. In the event of damage arising either during or within 24 (twenty-four) hours after the effects of an earthquake or volcanic eruption have become apparent in or near the Rented Item, the Renter must prove that the damage or loss cannot be attributed to those phenomena;
 - g. a nuclear reaction, regardless of how it was caused;
 - h. natural wear and tear of the Rented Item or its parts;
 - i. a chemical, biological, biochemical or electromagnetic weapon;
 - j. acts of vandalism;
 - k. a collision with vehicles, fork-lift trucks, and suchlike;
 - l. causes other than those referred to in Article 2 of the Loss Adjustment.

Article 4: The Renter's obligations

- 4.1 The Renter undertakes to pay the Rental Company the 7.5% (seven and a half percent) surcharge in addition to the gross monthly rent. These costs are charged to the Renter on a monthly

basis at the same time as the rent that is due. The Loss Adjustment no longer applies if the Renter does not pay the surcharge and/or rent that is due or does not do so in good time. That means that the Renter does not have cover in case of material damage to and/or loss of the Rented Item and that they are obliged to take out insurance against these risks.

- 4.2 As soon as the Renter is or ought to be aware of damage to the Rented Item and/or loss of the Rented Item, they must:
- cooperate fully and do all that is necessary to secure the interests of the Rental Company or refrain from doing anything that may harm the interests of the Rental Company;
 - inform the Rental Company In Writing as soon as possible but within 48 (forty-eight) hours at the latest of all relevant information and send the relevant documents;
 - in case of Theft of or damage to the Rented Item by vandalism report this to the police within 24 (twenty-four) hours and immediately submit the official report or a copy thereof to the Rental Company.
- 4.3 If the Renter does not fulfil the above obligations, they do not qualify for cover of the material damage to or loss of the Rented Item as a result of an Event.

Article 5: Estimate of the loss

The amount of the loss will be determined in joint consultation or by an expert to be appointed by the Rental Company or its insurance company. If the Renter does not object within 10 (ten) working days after receipt of the loss report provided by the Rental Company, the Renter is deemed to have agreed with the loss assessment. If the Renter wishes to engage a

loss assessor in order to determine the loss, they must communicate this to the Rental Company In Writing within 10 (ten) working days after learning of the loss event. The costs of the second opinion are payable by the Renter.

Article 6: Excess

An excess of €500.00 (five hundred euros) per Event applies to the Renter, with the exception of damage to the Rented Item as described in Article 2a of the Loss Adjustment. In that latter case, an excess of €2,500.00 (twenty-five hundred euros) applies per Event.

Article 7: Maximum compensation

Compensation takes place on the basis of the Rented Item's current market value. In case of material damage to and/or loss of the Rented Item suffered by the Renter, the Rental Company does not compensate more than the current market value of the Rented Item per Event.

Article 8: Duration of cover

The Loss Adjustment only applies for the duration of the agreed rental period of the Rented Item.

Article 9: Applicability

- 9.1 Dutch law applies to the Loss Adjustment.
- 9.2 Unless otherwise agreed In Writing between the Rental Company and the Renter, the Loss Adjustment only applies to an event that occurs in the Netherlands.