

## **ADAPTAINER: Terms and Conditions of Hire for Refrigerated Containers**

1. The Hirer shall pay to Adaptainer at the daily rates of hire as provided in the Container Hire Agreement within seven days of receipt of invoice together with any other charge or charges which may be applicable under the terms of the Container Hire Agreement. Adaptainer will invoice the Hirer quarterly in advance.
2. The hire period for each Container shall commence on the week number of the week during which delivery of any Container is made to the Hirer under this Agreement and the hire period shall continue until the week number stated in the hire period within this Agreement. The Hirer is responsible for payment for hire of each Container until the date that the Container is re-delivered to Adaptainer in compliance with paragraphs 12, 14, 15 and 16 of this Agreement. Notwithstanding the matters set out in this clause if the number of weeks on hire for any Container is less than the minimum period specified in the Hire Agreement then payment for the specified minimum period for that Container will be due and payable by the Hirer. After the minimum hire period has expired either the Hirer or Adaptainer may give 28 days' written notice to the other party to end this Agreement and arrange for collection of the Container.
3. The Hirer shall pay interest for late payment of any money due to Adaptainer under the terms of this Agreement in accordance with the Late Payment of Commercial Debts Regulations 2013 and such interest shall commence 30 days from the due date of the invoice.
4. The Hirer is responsible for the supervision of both the commissioning and de-commissioning of the Container. (See Clause 5 and 6). Full information of commissioning/decommissioning is on a separate sheet. The Hirer accepts the Container in the condition that it is delivered and is responsible for the positioning of the Container and Adaptainer are not in any way responsible for any incorrect positioning of the Container. The Hirer is responsible for and indemnifies Adaptainer against all costs incurred for repositioning of the Container or the inability to collect the Container at the end of the hire period. Any incidents or problems concerning the delivery or collection of a Container shall be advised to Adaptainer immediately whilst they are on site. Temperature controlled containers must be positioned at least 4ft away from any wall/restrictions that may suppress airflow to the machinery which could cause damage.
5. Each Container listed on the Delivery Receipt signed by the Hirer is hired on the condition that it is delivered in and are fully PTI'd (PRETRIP INSPECTION) and chemically steam cleaned prior release from depot. The Hirer accepts the Container in the condition that it is delivered by Adaptainer. Adaptainer makes no warranties, expressed or implied, of quality, merchantability, fitness for a particular purpose, or otherwise with respect to any Container. Adaptainer shall not be bound by any statement agreement or representation in respect of any Container unless specifically set out in writing and signed by or on behalf of Adaptainer.
6. Standard nationwide commissioning charge of £175.00 per container gives full user instructions given at their site. This is done by arrangement allowing the customer to have as many operatives/information on usage, temperature settings, correct loading and cleaning procedures. Should an engineer arrive on site and incorrect power/no power available, a wasted commissioning charge of £175.00 will apply.
7. Haulage services are provided under the RHA regulations, a copy of which can be supplied on request.
8. The Hirer shall not acquire or claim title to any Container or allow any lien of any nature in respect of any Container. Title to any Container shall always remain with Adaptainer.
9. Adaptainer shall not be liable for any costs, claims, loss or damage to or in respect of any property left, stored or transported by the Hirer or any other person or persons in or upon any Container leased under the terms of this Agreement either before or after the return thereof to Adaptainer. The Hirer agrees to indemnify Adaptainer against any costs, claims, or demands based upon or arising out of such loss or damage.
10. The Hirer shall not pledge hypothecate mortgage or create any security interest in or otherwise encumber any Container.
11. The Hirer shall not move or transport any Container from its original location without express permission in writing from Adaptainer which shall not be unreasonably withheld or delayed.
12. The Hirer shall notify Adaptainer immediately of any dispute with a third party which may result in the Container being removed, damaged, tampered with or in any way prevent Adaptainer from exercising its rights under this Hire Agreement.
13. Each Container shall have a serial number fixed thereto by Adaptainer. This serial number and all other identifying marks and plaques shall not be obliterated, altered, concealed, whether temporary or permanently, or otherwise changed by the Hirer or anyone acting on its behalf or under its control.
14. The Hirer or anyone acting on its behalf or under its control shall not change the colour, add or eliminate components or devices or otherwise alter in any way the appearance or operation of any Container.

15. The Hirer shall not under any circumstances part with possession either, temporarily or permanently of any Container. The Hirer shall not mortgage sub-lease or sell any Container. The Hirer shall not assign or in any way transfer the rights and obligations of this Agreement.
16. Adaptainer may assign any of its rights and delegate any of its obligations under this Hire Agreement to its affiliates or an independent contractor or a third party.
17. The Hirer shall maintain each Container in good condition and shall repair and make good any damage caused to any Container as soon as possible. The Hirer shall return the Container on re-delivery to Adaptainer or collection by Adaptainer in a clean condition.
18. The Hirer shall pay for the maintenance and repair of any damage to any Container during the hire period or such further period as agreed between the Parties. If after the re-delivery or collection of the Container Adaptainer are required to make any repairs to the Container then the Hirer shall reimburse Adaptainer for the cost of any such repairs. Adaptainer shall advise the Hirer of any repairs required to a Container where the cost is in excess of £250. If after a period of seven days of having given that advice the Hirer has not provided Adaptainer with authorization to proceed with the repairs or details in writing of any dispute concerning the repairs then Adaptainer may proceed to instruct the repairs to be carried out. The cost of such repairs will be the responsibility of the Hirer. Adaptainer will provide the Hirer with an invoice for the repair costs and the invoice will be due for payment within seven days of the date of invoice. Where a Container is repaired under the terms of this clause it will remain on hire with the Hirer throughout the time authorization is being obtained from the Hirer and while the repairs are being carried out and whilst any invoice for repair costs remains unpaid. The cost for cleaning of any Container does not require authorization by the Hirer and the cleaning work will be carried out by Adaptainer and invoiced to the Hirer and such an invoice will be paid by the Hirer within seven days of receipt.
19. The Hirer is responsible for supplying electrical power by an independent external socket to the Container. Siting, access and the connection and disconnection of electrical services to the Container is the responsibility of the Hirer. Regridgerated containers must be positioned at least 4ft away from any wall/restricitons that may supress air flow to the Machinery and cause any damage.
20. The Hirer shall use the Container for storage in a proper and careful manner and shall not use the Container for a purpose they are not designed for such as placing items on the roof of a Container and shall not overload the Container nor use the Container for any illegal or immoral purpose nor for any unauthorized use nor to use the Container in any manner which will breach any law or regulation by any local or other appropriate authority. The Hirer shall comply with all maintenance repair and operating instructions of Adaptainer.
21. Adaptainer will supply and charge for any consumables replaced on a customers behalf i.e. bulbs, lights.
22. The Hirer shall, at its own expense, comply with all relevant laws and regulations and shall indemnify Adaptainer in relation to any costs claims or demands made against the Hirer and or Adaptainer as a result of non-compliance by the Hirer. The Hirer shall pay all fines taxes and penalties or any other payments arising out of the use of any Container including, without limitation, for failure to comply with this clause.
23. Adaptainer shall have the right to inspect any Container hired under the terms of this Agreement at all times upon giving 72 hours prior notice. Such notice can be given either in writing by e-mail or by telephone and the Hirer shall allow access to the site to Adaptainer to allow such an inspection. An annual maintenance inspection is required on any regridgerated container on hire for twelve months plus. This is not chargeable to the hirer but access must be granted.
24. If in Adaptainer's reasonable judgment the re-delivery collection or repair of any Container is impractical for whatever reason including the fact that damage to a Container may make it beyond economic repair then this shall constitute the loss of any such Container and the Hirer shall pay Adaptainer for the replacement cost of such a Container at the sum provided for under this Agreement. The hire charge shall continue to apply with respect to any Container which is damaged beyond economic repair or destroyed or lost or in any other way unable to be used by Adaptainer until such time that the payment of the replacement cost of such a Container is received by Adaptainer. Any such continuing hire charges shall be invoiced to the Hirer and payable within seven days of the date of the invoice.
25. The regridgerated containers should be kept clean and to food grade quality throughout the hire both internally and externally and returned to Adaptainer in this condition.
26. Redelivery transport of the container(s) will be chargeable to the Hirer and may differ from the delivery charge.
27. This Agreement terminates upon any event of default by the Hirer as follows:
  - i) Any payment due under this Agreement by the Hirer is 14 days or more overdue whether or not formally demanded;
  - ii) If the Hirer ceases to occupy the property upon which the Container is situated;

- iii) The Hirer has not complied with any of the terms of this Agreement;
- iv) The Hirer goes into liquidation (without first obtaining Adaptainer's written consent solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an administration order made in respect of it; or any execution or distress is levied on the Hirer's goods or on the property where the Container is situated.

But without prejudice to any prior breaches by the Hirer of any terms of this Agreement which Adaptainer may choose to enforce notwithstanding the termination of this Agreement.

- 28. In the event of Adaptainer exercising their rights under clause 2.1 Adaptainer shall take immediate possession of any Container hired under the terms of this Agreement and the Hirer specifically waives any claim for damages occasioned by such repossession. Adaptainer may enforce its rights under this clause to take immediate possession without notice to the Hirer or any other third party and has the right to enter any property belonging to or in the occupation or control of the Hirer in order to exercise its right to possession of any Container.
- 29. In the event of Adaptainer wishing to exercise its right to possession of any Container under clause 22 above the Hirer must, upon receipt of a written request from Adaptainer, immediately notify Adaptainer of the exact location of all Containers hired under the terms of this Agreement with Adaptainer. Upon receipt of such notice from Adaptainer to the Hirer, the Hirer is required to re-deliver all such Containers to any of Adaptainer's authorized depots immediately and the Hirer shall be responsible for the cost of such re-delivery. In the event of the Hirer failing to comply with the terms of this clause then any costs incurred by Adaptainer in exercising their right to repossession will be the responsibility of the Hirer.
- 30. A minimum of seven days' notice should be given to Adaptainer when off-hiring containers upon or after the end of the minimum hire period.
- 31. The Hirer shall arrange comprehensive insurance cover for the replacement value of all Containers, its accessories and its contents and shall produce to Adaptainer upon demand written evidence that such cover has been effected. Such evidence shall be a copy of the insurance policy or cover note and this shall be supplied prior to hire or within seven days of receipt of a written request from Adaptainer. The amount that the Container shall be insured for will be specified on the Hire Agreement.
- 32. The Hirer shall be solely responsible for and hold Adaptainer fully indemnified against any costs claims demands expenses liabilities losses damages and proceedings which may be brought against the Hirer or Adaptainer as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Agreement or any other Agreement with Adaptainer.
- 33. Adaptainer shall not be liable for any failure in the performance of any of their obligations under this Agreement caused by factors outside their control. Adaptainer shall use all reasonable endeavours to discharge its obligations under this Hire Agreement in a prompt and efficient manner.
- 34. The Hirer shall at no time move any Container to any other location other than the location to which the Container is delivered by Adaptainer without prior written authorisation from Adaptainer. The Hirer shall not move or transfer any Container outside the United Kingdom.
- 35. This Agreement may be varied from time to time by Adaptainer on giving the Hirer 14 days' written notice of such variation.
- 36. This Agreement shall be governed and construed according to English law and the English courts will have exclusive jurisdiction.

Acknowledged & Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_