## **APPENDIX B**

# Additional Conditions for the Portable Kitchens department of Boels Verhuur B.V./N.V.



### Article R1: General Provisions

- B1.1 This Appendix B applies in addition to the General Rental Terms and Conditions of Boels Verhuur B.V./Boels Verhuur N.V ('Rental Conditions') in the event of rental of goods from the Portable Kitchens
- B1.2 This Appendix B is deemed to form part of the Rental Conditions.
- B1.3 The Articles B1 to B5 inclusive apply to the extent that the relation between Boels and the Other Party pertains to goods to be rented from or through Boels, Portable Kitchens department (PTK), by the Other Party. In the event that Articles B1 to B5 inclusive differ from other articles of these Rental Conditions, Articles B1 to B5 inclusive will prevail.

- B2.1 Contrary to the provisions of Article 6.1 (Rental Conditions), the rental period starts on the date and time agreed on, and, more specifically:

- I. If assembly by Boels is not necessary: at the time when Boels has delivered the rented goods at the agreed location;
  II. If Boels takes care of assembly: at the time when Boels transfers the project to the Other Party.

  B2.2 In the event that Article B2.1 under II applies, the Other Party will sign for transfer. By signing, the Other Party also accepts the circumstances of the project. If the Other Party puts the rented goods into use without signing for transfer, this will also apply as acceptance of the circumstances of the project, unless the Other Party declares in writing within 2 working days of putting into use that it does not accept certain circumstances.
- B2.3 If an Agreement with a minimum/explicit rental period is concerned, after the rental period commences the Other Party cannot terminate the Agreement before the agreed end date. If the Other Party nevertheless terminates the Agreement before the agreed end date, it will owe a percentage to be determined of the agreed rent for the full period, depending on the time that remains of the rental period and the discounts already given.

- Article B3: Delivery

  B3.1 Contrary to the provisions of Article 7.2 (Rental Conditions), the strict deadline stated by registered post may not be less than 5 working days.

  B3.2 Contrary to the provisions of Article 7.5 (Rental Conditions), the goods are deemed to have been delivered and the risk thereto transferred to the Other Party at the times stated in Article B2.1.

  B3.3 The following conditions apply for delivery in addition to Article 7 (Rental Conditions):

  Costs resulting from any special municipal provisions are not included in the rent and are payable by the Other Party;

  To facilitate the application for planning permission, PTK can provide you with architectural calculations of the containers;

- The surface on which the unit/units is/are placed must be suitable. It must in particular be paved, horizontal and even. The access route must be easy to reach and in good condition for heavy lorry traffic at all times;

- The Other Party is responsible for returning the grounds to their original state.

  Boels can deliver consumables such as dishwasher salt, dressing material and rinse agents. The Other Party will owe payment for such goods.

- B4.1 Contrary to the provisions of Article 8.1 (Rental Conditions), a period of five working days applies to PTK, unless agreed otherwise in writing.

  B4.2 In addition to Article 10.5 (Rental Conditions) applies that the rented goods must be cleaned by the Other Party to such an extent that the goods can immediately be rented out to another party.

B5.1 Boels has an obligation to perform to the best of its ability to rectify a breakdown within 24 hours of its report or to provide an alternative without, however, being liable for anything more or anything

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