

GENERAL TERMS AND CONDITIONS OF POD RENT LTD.

1. DEFINITIONS

1.1 In these General Terms and Conditions the following terms, whether used in the singular or the plural, and indicated in a capital letter have the following meanings:

“Supplier”	Pod Rent Ltd;
“Customer”	Company who is renting the Pods (and other furniture)
“Parties”	Refers to both the Supplier and Customer, or “party” as either one.
“Pod(s)”	Soundproof phone booth or meeting pod
“Products”	The group of furniture items to be rented, including “pods”
“Rental Contract”	The document specific to each customer which is signed by both parties which states the terms of the rental agreement including the monthly rental, deposit and “D and I”.
“Rental Services”	The supply of Pods to the customer on a rental basis and any associated services such as maintenance
“Monthly Rental Fee”	Charges for use of the pods payable by direct debit on a monthly basis one month in advance
“Deposit”	Amount payable to confirm the rental agreement which equates to one month’s rental.
“D and I fee”	Delivery and Installation fee as stated in the Rental Contract
“Pod Rent offer”	Quotation which details the products to be rented and all associated costs
“Use period”	The date when the Rental Contract starts at the point of delivery
“Minimum Term”	The minimum length of time the pods are rented by the customer without incurring cancellation costs for returning the products. This is a minimum of 3 months.
“Notice Period”	The period of notice which must be given to terminate the contract. This is a minimum of one month and can only be given after the minimum term has expired.
“Person of Authority”	The person employed by the Customer who has the authority to sign the rental contract, such as Director.

These General Terms and conditions between Pod Rent and the Customer apply to all quotes and rental contracts.

Departures from and supplements to the Rental Contract only apply if agreed in writing between Pod Rent and the Customer, either as a contract amendment or in a new Contract. Any arrangements made in departure therefrom do **not** automatically apply to any other existing or future Rental Contracts.

Pod Rent is entitled to unilaterally amend these general terms and conditions. Pod Rent is obliged to notify the Customer of any such amendment in a timely manner in advance of the amendment becoming effective.

Quotes and offers extended by Pod Rent are non-obligational. Until the moment of signing of the Contract, Pod Rent may opt against entering into the contract without being obliged to pay the Customer compensation in any amount for doing so.

Product information indicated in the catalogues, images, drawings, standard sheets, etc. is only indicative and non-binding excepting insofar as explicitly set out in a Rental Contract, without prejudice to the Customer’s responsibility for the information to be provided by the Customer. Pod Rent reserves the right to allow minor discrepancies in dimensions, or in construction or parts used, for the purposes of proper performance.

1. RIGHTS RELATING TO THE PRODUCTS

- a. Upon the start of the Rental Contract and for the entire provision of the Rental Services, the Products are the property of Pod Rent, both in the legal sense and for tax purposes. Pod Rent provides only the use of the Products to Customer.
- b. Pod Rent is authorised to place markings on the Products to indicate that the owner of the Products is Pod Rent. The Customer must ensure that such markings remain properly readable and are not to be removed.
- c. The customer must refrain from any conduct that might infringe upon the ownership rights or any other rights of Pod Rent. The Customer may not exercise rights of disposition over the Products or encumber the Products with restricted rights. This means, in part, that the Customer may not sell, pledge, rent out, or otherwise grant rights of use to the Products to third parties.

2. ASSEMBLY AND USE

- a. Pod Rent or the third party engaged by Pod Rent will provide for the transport, installation and assembly of the Products at the location desired by the Customer as indicated in the Rental Contract.
 - b. The installation and/or assembly activities will be assumed to be permissible under normal working conditions and during normal working hours. If any or all the activities must be performed outside normal working hours, Pod Rent is authorised to apply a surcharge to be billed to the Customer.
 - c. The customer must verify the dimensions and information indicated in the Pod Rent Offer at the desired Customer location. The assessment of the suitability of the construction of the building in which the Products are to be assembled is the responsibility of the Customer. If the Customer would like to request a site survey due to doubt over accessibility, this will be arranged by Pod Rent for an additional charge.
 - d. The Products may only be relocated with the permission Pod Rent and by Pod Rent or its designated third parties. For this work, Pod Rent will charge a fee as specified for such cases in the offer.
 - e. Without prejudice to the provisions of paragraph I, the Customer must ensure, at its own expense and risk:
 - i. that work required and not falling under the task of Pod Rent, such as electrical work, demolition work, bricklaying, concrete work, plastering, painting, and/or other such activities are performed correctly and in a timely manner prior to the scheduled moment of delivery.
 - ii. that power for lighting and high-voltage current is available within a reasonable distance, that the materials to be supplied by the Customer or third parties are present in the vicinity of the work location in question, and that the spaces where the work must be performed are clean, dry and adequately heated.
 - iii. that the Products can be transported to the place of assembly with a lift of adequate size for rolling platforms or pallet jacks. Other work by third parties and the Customer must not interfere with the undisturbed process of transport through the building and/or the assembly following transport.
 - iv. that the Products delivered to the location but not yet assembled, as well as the tools, can be stored in lockable spaces suitable for the storage of these Products and tools. If the Customer is negligent in the fulfilment of the requirements described above, Pod Rent is authorised to suspend the performance of the work and charge all resulting additional costs incurred by Pod Rent to the Customer.
- a. If Pod Rent will be providing the Customer with the use of pre-used Products, this will be stated in the Rental Contract. In that event, Pod Rent and the Customer will establish the state of the Products at the moment of placement and assembly. This indication will not be given where new Products are to be provided or where the status of on delivery is "as good as new".
 - b. If during the term of the Rental Contract the Customer requests permission to use the Products in a different location in the UK, then Pod Rent will only refuse to cooperate where doing so would compromise the reasonable interests of Pod Rent. Further conditions upon this cooperation may be set where there are grounds to do so. Pod Rent will provide a quotation and invoice for the Products to be moved to the desired location, which must be paid prior to the relocation.
 - c. The Products to be granted in use are exclusively intended for use as furnishing of a work environment. The Customer will ensure that the Products are used in this manner and in accordance with their functionality and that the Products are treated with care. The Customer bears the responsibility for keeping the Products clean and in a good state of maintenance.
 - d. The Customer will be provided with user guides for the Products in electronic format. The Customer will make these user guides conveniently available to the users of the Products and will promote the proper use of the Products. The Customer will ensure that the Products are used in accordance with these user guides.
 - e. The Customer may not make temporary or permanent modifications to the Products. If modifications to the Products are desired, the Customer will enter into consultations with Pod Rent on these modifications.

3. DELIVERY, DURATION OF USE, AUTOMATIC EXTENSION OF USE AND TERMINATION

- a. The Initial Contract Duration is set out in the Rental Contract.
- b. After the end of the Minimum Term, the rental period is automatically extended. To terminate the Rental Agreement, the customer is required to give notice of one calendar month in writing via email to the address on the Rental Contract. Upon termination of the Rental Contract, the actual contract duration will be determined. If a portion of the Rental Fee is to be returned, then within four (4) weeks after return of the Products Pod Rent will send the Customer a final settlement.
- c. Partial termination of the Contract is possible with the consent of Pod Rent in writing; in that event Pod Rent reserves the right to apply a surcharge as a result of nonstandard transport, disassembly and removal costs.
- d. The Rental Contract will state a delivery date of the Products. This is the date on which the Use Period commences. From that date, under the Contract, the Customer is obliged to pay the Monthly Rental fees owed to Pod Rent.
- e. From the delivery date, the Customer bears the full risk for the Products. The Customer must check their Insurance is sufficient to cover the Products for all main perils including but not limited to fire, theft, and flood. Pod Rent reserves the right to request proof of insurance at any time and this must be proven within 7 days of request.
- f. Pod Rent will endeavour to provide the actual use of the Products from the date referred to in the Contract. This date is not considered to be a strict deadline. If it becomes evident that a circumstance has arisen as a result of which the Products can only be delivered to the Customer later and that the actual use of the Products can only commence as from a date, then Pod Rent will inform the Customer thereof as quickly as possible. In that event the Customer will be informed of a new delivery date as quickly as possible. The Use Period then commences on the date on which the Products can actually be delivered to the Customer.
- g. If the Customer cannot take delivery of the Products on the date referred to in the Contract due to circumstances attributable to the Customer (including, but not limited to, delay in the completion/occupancy of the business premises), then despite these circumstances the Use Period commences on the specified delivery date. The Customer will inform Pod Rent as quickly as possible of any such delays, and The Customer and Pod Rent will then agree on another date for the delivery of the Products. In that event the Customer will compensate Pod Rent for reasonable costs for the temporary storage of the Products. Cancellation fees will apply if the delivery date is cancelled by the Customer less than two business days before the agreed date.

4. SURRENDER OF PRODUCTS UPON END OF RIGHT OF USE

- a. Following the termination of the Rental Contract, the Customer will immediately make the Products available, in the condition in which they were provided to the customer (allowing for normal wear-and-tear). If the Customer indicates that it does not wish to return the Products or if Pod Rent has reasonable grounds to assume that the Customer will not return the Products, Pod Rent is entitled to enter the location where the Products are found and to repossess the Products. Costs incurred as a result will not be borne by Pod Rent.
- b. The return of the Products will be documented in a report that must be signed by an agent of Pod Rent and by the Customer. In the event of a dispute concerning the technical and apparent physical condition of the Products, an accredited appraiser will be engaged.
- c. If the Products are not surrendered or returned in a timely manner, the Customer owes to Pod Rent a compensation calculated based on the Monthly Rental Fee. The minimum amount of this compensation will be one monthly payment instalment. If the delay lasts longer than one month, subsequent monthly payment instalments will be charged. This compensation will also be incurred if a portion of the Products are surrendered. In addition, Pod Rent has the right to seek compensation of damages.
- d. If the Products do not meet the requirements stipulated in article 4a., then Pod Rent is entitled to have any repair work performed at the Customer's expense. If the repair of any or all the Products entails disproportionate expenses, the Customer is obliged to compensate Pod Rent for the loss of value of the Products as established by the sworn expert. The expert's fees will be added to the Customer's expenses.

5. OPTION TO BUY

- a. The customer has the option to buy the Products after the minimum term has expired. The price to buy the products will depend on the number of months since inception of the contract and the type of products. The customer should request a purchase price from Pod Rent.

6. FEES AND PAYMENT

- a. For the use of the Products, the Customer pays a Monthly Rental Fee to Pod Rent. The amount of the Rental Fee will be set out in the Rental Contract. The Rental fee for the first 3 months, together with the fee for

Delivery and installation will be payable by Bank Transfer. Once cleared funds have been received, Pod Rent will book a convenient time for Delivery and Installation with the Customer.

- b. All future Monthly Rental Fees to be paid by Direct Debit at the start of each rental period. Approximately 30 days before the first monthly rental instalment is due, the Supplier will send the rental invoice which will prompt sign up via GoCardless for Direct debit. All future monthly rentals to be invoiced and paid in this way.
- c. Any other costs incurred by the Customer will be set out in the individual Rental Contract.
- d. All amounts owed by The Customer under the Rental Contract will be increased/supplemented by any taxes and levies incurred thereon, including but not limited to VAT.
- e. The Customer is not authorised to deduct any claims it may have from amounts it owes to Pod Rent. Pod Rent is at all times authorised to deduct any amounts owed by the Customer to Pod Rent from claims against Pod Rent.
- f. If a payment deadline is exceeded, the customer is in breach of contract by operation of law without any notice of default being required. In that event, from the date of breach of contract, the Customer owes late payment interest of 8% above the Bank of England Base rate per month, with a portion of a month being counted as a whole month. At the end of each year the amount on which the interest will be calculated will be increased by the interest incurred over that year. If the Customer fails to meet its payment obligations in a timely manner, it also owes extrajudicial collection costs.
- g. If invoices remain unpaid, Pod Rent has the authority to seize the pods and recover it's costs through legal process.
- h. Payments by the Customer will in all cases first be applied towards payment of all interest and costs incurred, then to exigible invoices in descending order of length of exigibility, even if the Customer indicates that the payment refers to a later invoice.

7. MAINTENANCE BY CUSTOMER AND DAMAGE TO PRODUCTS

- a. The Customer is responsible towards Pod Rent to, at its own expense, keep the Products clean and to perform normal preventative maintenance on the Products.
- b. The Customer is liable towards Pod Rent for all damage to and/or loss of the Products in whole or in part due to any cause whatsoever.
- c. The Customer will report any damage to or defects in the Products to Pod Rent immediately. After such a report, an assessment will be made of whether and within what time frame repair of the damage or remedy of the defect will be necessary for continued use by the Customer and which party will bear the expense and risk of repair or remedy. Pod Rent is authorised, but not obliged, to replace one or more Products.
- d. Pod Rent reserves the right to inspect the Products at least once per year and at any other time during the rental period. Pod Rent will give at least one week prior notice of an inspection visit and will visit at a time convenient to the Customer.

8. INSURANCE OF THE PRODUCTS

- a. From the delivery date, the Customer bears the full risk for the Products. The Customer must check their insurance is sufficient to cover the Products against all main perils including but not limited to fire, explosion, theft, flood and accidental damage. Pod Rent reserves the right to request proof of insurance in the form of an Insurance Schedule at any time and this must be proven within 7 days of request. The location of the Products should be specified in the Insurance Schedule and sufficient Contents cover should be proven.
- b. In the event of damage to or loss of the products The Customer's liability is not limited to the amount of a payment under any damages insurance contracted by and/or on behalf of the Customer. In the event of liability of the Customer, the actual damages suffered by Pod Rent must be compensated.

9. EXCLUSION OF LIABILITY

- a. Excepting in cases of intent or gross negligence on the part of Pod Rent and/or third parties engaged by Pod Rent and the applicability of the statutory provisions of product liability as established by the implementation of the relevant British Law, all liability of Pod Rent, including but not limited to liability for consequential loss, other indirect damages (including trading losses) and damages resulting from liability towards third parties, is excluded. This clause will not be invoked in a situation in which invoking this clause would lead to a result unacceptable according to the standards of reasonableness and fairness.
- b. Any losses by the Customer and third parties, including the Customer's employees, as a result of the performance of the Rental Contract (including the actual use of the Products) will not under any circumstances be for the expense and risk of Pod Rent. The Customer is independently liable for any claims of third parties relating thereto

and for damages resulting from acts or omissions of the Customer or from unsafe situations in the Customer's work environment. The Customer will indemnify Pod Rent for any such claims.

- c. Insofar as despite this, liability of Pod Rent should be established, this liability is limited to compensation of only the damages up to a maximum amount equal to the fees paid by the Customer during a single calendar year under the Rental Contract, and the maximum limit of Pod Rent's liability insurance.

10. TERMINATION OF RENTAL CONTRACTS

- a. If one or more of the situations listed below or any similar situation arises, Pod Rent is entitled to terminate any Rental Contract with immediate effect by means of notice in writing:
- b. Failure by the Customer to fulfil any obligation under these General Terms and Conditions and/or the Rental Contract, for example, the late payment or failure of any payment obligation.
- c. Application for provisional or definitive suspension of payments by the Customer or submission of a request for the declaration of bankruptcy of the Customer (either by a creditor or the Customer's own application thereto).
- d. An attempt towards and/or an actual agreement on a debt restructuring scheme or a composition with regard to the debts of the Customer (either at the Customer's initiative or an attempt by other stakeholders to reach such an arrangement).
- e. In the event of a change of the business/economic or other circumstances of the Customer that in the reasonable opinion of Pod Rent is such that there are reasonable grounds to doubt the proper performance of the Customer's obligations.
- f. In the event of cancellation on the basis of this article, the Customer's right of use of the Products ends immediately and the Customer must surrender the Products immediately.
- g. The Customer will immediately inform Pod Rent of any of the circumstances referred to in this article.
- h. If a Rental Contract is cancelled on the basis of this Article, the Customer still owes all amounts of all monthly Rental Fees incurred up to that point. Beyond this, Pod Rent is entitled to seek compensation of all damages.

11. FORCE MAJEURE

- a. In the event of force majeure, the party to the Rental Contract affected by the situation of force majeure is entitled to either suspend performance of the obligations towards the other party or to rescind the Contract in question in whole or in part without judicial intervention and without being obliged to pay any compensation towards the other party or any third parties, this choice at the discretion of the party affected by the situation of force majeure.
- b. Force majeure includes, but is not limited to: any circumstance beyond the control of Pod Rent or the Customer, or any circumstance not reasonably predictable by Pod Rent or the Customer, that prevents the fulfilment of the obligations of a Rental Contract, either temporarily or permanently. Such circumstances include, but are not limited to: war, risk of war, riots, other disturbances of public order, fire, natural disasters, strike, restrictive governmental measures or other governmental measures affecting performance, the failure to acquire required permits, business disruptions, or full or partial default by third parties from which Products are procured.

12. APPLICABLE LAW AND COMPETENT COURT

- a. These General Conditions and the Rental Contract are governed by the laws of England and Wales.