

Mobilbox Container Trading Ltd.

MOBILBOX CLAIMS SETTLEMENT SERVICE

Dear Customer,

MOBILBOX Kft. offers you, as an additional service to the rental contracts, the possibility to conclude a contract to reduce the liability of the lessee for damages regarding the rented containers ("claims settlement service").

In the event of the use of the claims settlement service, the Lessee is fully or partially exempted from any liability for damages to the rented containers, which may occur during the rental period, otherwise incumbent on them under the rental contract or the applicable legislation, against payment of a fixed fee.

As part of our cover against the risk of damage to your rental property, we offer you the following additional benefits:

- you can get rid of the hassle of dealing with unpleasant situations when containers are damaged,
- affordable rates, predictable costs,
- complete and personalised claims settlement service, concluded with a single signature,
- you can be sure that your rented containers are safe,
- reduction or total waiver of the cost of repairing the container/equipment in the event of damage.
- simple handling and quantification of the harmful event with little administration.

CLAIMS SETTLEMENT SERVICE CONDITIONS

- 1. In the case of using the damage claims settlement service, the Lessee, against payment of the fee stipulated in the rental contract, is exempted—in part or in whole—from the liability for damages that would otherwise be incumbent on them in the containers that are the subject of the rental, in the cases described below, and the Lessor shall bear the damages incurred, up to the amount of the exemption.
- 2. The claims settlement service covers the following cases:
 - 2.1. Theft, burglary:

Conditions for exemption from liability for damage caused by theft or burglary:

- the container has been placed in a guarded, fenced area
- the making of a police report by the Lessee within 24 hours of the discovery at the latest
- a copy of the police report must be sent to the Lessor *via the https://mobilbox.hu/en/service-notification/link* in the report form uploaded to the Lessor's website.

If the container in question was not located in a guarded and fenced area, and/or if the report is not made by the Lessee within the time limit and/or a copy of the report is not provided by the Lessee in the manner specified, the Lessee is not exempt from liability for damages.

2.2. Natural and force majeure damage:





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- Damage caused by hail, rain, storm, hurricane, cyclone, or snow
- Floods, water damage
- Lightning
- Earthquake
- Fire or explosion in cases of force majeure
- Smoke and other damage caused by motor vehicles,
- Aircraft crash, sonic boom

2.3. Other damage under normal use and due care

3. The Lessee is obliged to report any damage to the Lessor immediately, but not later than 24 hours from the date of discovery, in writing, accompanied by photographs, in the notification form uploaded to the Lessor's website via the https://mobilbox.hu/en/service-notification/link. In the event of late or inadequately documented notification, the Lessor may refuse to provide the claims settlement service, in which case the Lessee shall not be exempt from liability for damages.

4. <u>Terms of exclusion:</u>

In particular, the claims settlement service does not cover damage caused by any of the following:

- intentional damage caused by the Lessee or a person acting in the interests of the Lessee,
- vandalism, graffiti,
- improper use (e.g. incorrect electrical wiring, covering the heater, etc.),
- non-compliance with the instructions for use of sanitary and tank containers (e.g. blockages, frost damage, etc.).
- 5. The claims settlement service only provides partial or full exemption from the liability for damages otherwise borne by the Lessee in respect of the containers owned by Mobilbox Kft. and which are the subject of the lease, in the cases specified herein. This contract shall not cover the property of the Lessee or other third parties (for example, the Lessee's movables in the rented container) or damage caused by the Lessee to third parties. Mobilbox Kft. shall not make any compensation, indemnity or payment under other title to the Lessee and/or third parties under this contract.
- 6. If no damage occurs during the rental period, the service fee will not be refunded to the Lessee.
- 7. The use of the claims settlement service and the exemption from liability for damages on that basis shall not preclude the Lessor from terminating the rental contract by notice of termination if the grounds set out in the rental agreement apply.
- 8. The claims settlement service is available to the Lessee at the time of the conclusion of the rental contract, as part of which the Lessee selects the plan to be used and signs the rental contract. Upon acceptance by the Lessor of the Lessee's declaration to use the service under this clause, the contents of this document shall become an addendum to (part of) the rental contract,





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with the terms and conditions set forth in this document, superseding the provisions of the rental contract relating to the Lessee's liability.

9. The Lessee shall not be entitled to exemption from liability for damages if the damage occurred during a period for which the Lessee has not paid the service fee.

DECLARATION ON USING THE CLAIMS SETTLEMENT SERVICE

The Lessee can use the claims settlement service by making a declaration in the rental contract concluded with the Lessor, indicating the claims settlement service plan of their choice. If the relevant plan is selected, the Lessee is entitled to the damage claims settlement service under the conditions specified herein.

Dated:,	2024
	MOBILBOX Kft.
	Lessor

