

iTUB Rental – Terms and Conditions

iTUB is renting out insulated, reusable containers for transport of raw material and products for human consumption to clients in and across countries in EU and EES.

1. Definitions

‘Lessor’ is the company who owns the equipment rented out.

‘Lessee’ is the company who is renting the equipment from the Lessor.

‘Equipment’ is any equipment owned by Lessor.

‘Tracking system’ is the track/trace registration system provided by the Lessor.

2. Fees and payment terms

The equipment is rented out at the rates that are set out in the Lessor’s tariff at each time or as set out in specific rental agreements with Lessee.

Payment terms are 20 days + rental month.

3. Responsibility

Lessee is responsible for the equipment during the rental period, from the moment the equipment is registered on Lessee’s account in the tracking system until the moment the equipment has been released from their account in that same system.

Lessee shall not have the right to transfer any rights or responsibilities or obligations without a full consent of the Lessor.

4. Delivery

Equipment is delivered/handed over from Lessor’s depots around the marketplace, as outlined [here](#).

The rental term starts as soon as equipment has been handed over to Lessee and registered in Lessor’s tracking system.

The general rule is that delivery and start of a rental term is:

- a- when equipment is delivered from specified delivery depot
- b- when transaction has been made in specified fish auctions
- c- when Lessee is using equipment in circular use from own production to vessel
- d- whenever an equipment is handed over to Lessee or an agent acting on behalf of the Lessee

In any case, a handover takes place when equipment is registered on the account of the Lessee in the system.

5. Return

Equipment can be returned to Lessor’s depots around the marketplace, as outlined [here](#).

Lessee shall return all equipment clean and ready for next use. In cases where equipment is returned unclean, the Lessor will have it cleaned up to standards on the account of the Lessee.

The general rule is that Lessee shall return equipment after use:

- a- to the same place as the rented equipment was delivered
- b- to specified return depots, with full consent/agreement from Lessor
- c- to 3rd party, with full consent/agreement from Lessor

In any case, a full return has been made when equipment is registered out of the account of the Lessee in the system.

6. Maintenance and repair

Lessee agrees to take aside any damaged equipment and advise Lessor of the damage. Lessor will arrange to have the equipment picked up and repaired at the cost of the Lessee. In cases where Lessee can not confirm full return of equipment due to equipment being lost or stolen, Lessee agrees to compensate full value of the equipment as per the manufacturers tariff.

The equipment shall only be used for raw material and/or product, but never for litter, machinery, metals or any other substance that is not for human consumption. If Lessee is found using the equipment for other use than for raw material and/or products, Lessee agrees to pay full value of the equipment as per the manufacturers tariff to the Lessor. The Lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

7. Indemnity

Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this Agreement.

8. Transport

Lessee is responsible for all transport costs associated with delivery and returning of equipment for/in his care. Lessor may offer a transport service as part of the agreement and for the purpose of managing the traceability, while Lessee is responsible for the costs associated.

By using equipment from Lessor, the Lessee agrees to these terms and conditions.