

Article 1 General

- 1.1 These Terms and Conditions apply to all Agreements concluded with Heisterkamp Trailerverhuur B.V., Heisterkamp Trailer Rental B.V., Heisterkamp Trailerrental GmbH, Heisterkamp Trailerrental AB, Heisterkamp Trailerrental SRL and Heisterkamp Trailer Rental SL (hereinafter referred to as the Lessor), in which a damage waiver has been agreed.
- 1.2 These Terms and Conditions do not affect the validity and applicability of other general terms and conditions as declared applicable in the Agreement between the Lessor and Lessee.

Article 2 Damage Waiver

- 2.1 Damage waiver is taken to mean an arrangement that provides for the settlement of any damage to or loss of (value of) the leased property at the risk and expense of the Lessor, in consideration of a monthly contribution and excess to be paid by the Lessee.
- 2.2 If the damage waiver is referred to as 'Damage Waiver' only, an excess applies per loss event as stated in the lease.
- 2.3 If the damage waiver is referred to as 'Damage Full Cover', no excess applies per loss event, unless otherwise agreed.

Article 3 Monthly Contribution

- 3.1 The Lessee is obliged to pay the Lessor the monthly contribution for the damage waiver as stated in the lease, within the agreed period.
- 3.2 If over a period of six months, the costs of damage to the leased property exceed the amount of the monthly contribution over that same period, the Lessor is entitled to increase the monthly contribution.
- 3.3 Any excess to be paid by the Lessee will be deducted from the costs of damage referred to in Article 3.2.

Article 4 Claims and Exclusions

- 4.1 The Lessee can invoke the damage waiver for damage to the leased property resulting from an accident, fire, explosion or extreme weather conditions, as well as in the event of theft.
- 4.2 The Lessee is obliged to notify the Lessor within 48 hours of an event as referred to in Article 4.1. The Lessee must send a police report and/or loss report to the Lessor within five working days thereafter, containing an overview of the damage and its cause. If the Lessee fails to meet these obligations, the Lessee forfeits their rights under the damage waiver.
- 4.3 The damage waiver does not include damage resulting from incorrectly securing cargo, incorrect loading/unloading, tyre theft and loss of parts or accessories. Furthermore, the Lessee is not entitled to any rights under the damage waiver in the event of insurance providing coverage for the damage, as is the case, for example, if the damage was caused by a third party.
- 4.4 Damage to tyres, such as blowouts, collisions or other damage or loss, is not covered by the damage waiver. Such instances of damage are settled under a 'Tyre Full Cover' option, if applicable, to be taken out by the Lessee.
- 4.5 In the event of theft of leased property, the Lessee is not entitled to the damage waiver if the leased property has been at the same location for more than a week, other than at the Lessee's address, nor does the damage waiver apply if the leased property was not fitted with a king pin lock and not located on a secured site.
- 4.6 In the event of a difference of opinion about the cause of the damage or loss, the burden to prove that the cause is different from that stated in Article 4.3 rests with the Lessee and, in the event of theft, the Lessee must prove that they acted in compliance with the provisions of Article 4.4.

Article 5 Repairs

- 5.1 After the Lessor has received a report of damage and the information referred to in Article 4.2, the Lessor will indicate to the Lessee the next steps. The decision as to whether the leased property will be repaired is at the sole discretion of the Lessor.
- 5.2 Repairs to the leased property will be carried out exclusively by or on behalf of the Lessor, at workshops to be designated exclusively by the Lessor.
- 5.4 The Lessee must follow the instructions of the Lessor regarding the delivery and collection of the leased property to and from the designated workshop. Transport to and from the workshop is at the risk and expense of the Lessee.
- 5.5 If during a repair it appears that there are multiple instances of damage as a result of unreported causes and the Parties have agreed on an excess, the Lessor is entitled to charge the excess for each unreported cause. The excess may therefore be charged multiple times per repair job.
- 5.6 The provisions of Article 5.5 also apply if the Lessor becomes aware of one or more instances of damage not previously reported in some other way, for example during regular maintenance.

Article 6 Theft

- 6.1 In the event of theft of leased property covered by the damage waiver, the lease instalments for the month in which the theft occurred and the following month remain fully due, without the Lessor being obliged to replace the leased property.
- 6.2 After the period set out in Article 6.1, the Lessor will charge the Lessee the excess, if applicable. Until settlement thereof by the Lessee, the Lessee remains obliged to pay the lease instalments.
- 6.3 At the end of the period stated in Article 6.1, if no excess has been agreed, or after settlement of the excess referred to in Article 6.2, the lease can either be dissolved or a similar leased property can be made available as a replacement. This is at the sole discretion of the Lessor.

Article 7 Other

- 7.1 After the damage waiver has been successfully invoked, the rights of the Lessee will subrogate to the Lessor and the Lessor will have a right of recourse. The Lessee is obliged to provide all cooperation in this regard.
- 7.2 The Lessor is under no circumstances liable for consequential damage or loss, including damage to cargo.
- 7.3 Excess amounts are exclusive of VAT and are therefore increased by the applicable VAT rate.
- 7.4 Disputes arising from the damage waiver are governed by Dutch law, with only the Dutch Court having jurisdiction to hear disputes.
- 7.5 The Lessor is entitled to adjust these Terms and Conditions. After notification thereof to the Lessee, the amended Terms and Conditions will automatically apply, unless the Lessee immediately indicates not to agree to these.