

## **Article 1 General**

- 1.1 These terms and conditions apply to all agreements concluded with Heisterkamp Trailerverhuur B.V., Heisterkamp Trailerrental GmbH, Heisterkamp Trailerrental AB, Heisterkamp Trailer Rental S.L., Heisterkamp Trailer Rental S.R.L., and Heisterkamp Trailer Rental B.V. (hereinafter: lessor). They also apply to the legal relationships that precede and arise from such agreements. Hereinafter, the lessor's contracting party is referred to in the singular feminine form as: "lessee." The general terms and conditions can also be downloaded from the website <http://www.heisterkamp.eu>.
- 1.2 If parts of these general terms and conditions conflict with the agreements and any annexes referred to in Article 1.1, the provisions included in those agreements and annexes shall prevail.
- 1.3 Any general terms and conditions used by the lessee are not applicable.

## **Article 2 Formation of Agreements**

- 2.1 All offers made by the lessor, whether oral or written, are non-binding and qualify as an invitation for the lessee to make an offer.
- 2.2 An agreement is concluded through acceptance by the lessor of the lessee's offer, as evidenced by a written rental agreement between the lessor and lessee. If a written rental agreement is missing and the rental object has already been made available, the parties are deemed to have agreed upon the terms communicated by the lessor in the offer referred to in Article 2.1.
- 2.3 A rental agreement is entered into for the duration stated in the rental agreement. After this period, the rental agreement is extended for an indefinite period. Termination of the rental agreement occurs through notice by the lessee or lessor, observing a notice period of one month.
- 2.4 Statements made by the lessor regarding prices, specifications, dimensions, performance, and results are provided only approximately. Images, brochures, and models provided to the lessee serve only as indications.

## **Article 3 Provision of the Rental Object**

- 3.1 If a start term for the rental agreement is included in the rental agreement between the lessor and lessee, this term shall never be considered a firm deadline for the lessor.
- 3.2 The lessor will inform the lessee where and when the rental object will be made available. In principle, this will be at the location and time described in the written rental agreement. If no such location and time are specified, the lessor shall determine them. The lessor is entitled to make changes in this regard.
- 3.3 The provision takes place by enabling the lessee to collect (connect) the rental object at the location and time communicated in Article 3.2. From that time, the rental object is deemed to be under the control of the lessee. From that moment, all risks related to the rental object, particularly the risk of theft and damage, are borne by the lessee.
- 3.4 Upon provision of the rental object, its condition will be described in an 'outbound form'. The lessee authorizes the person collecting the rental object to sign this form on her behalf.
- 3.5 If the lessee fails to collect the rental object at the time of provision, the lessee is obligated to compensate the lessor for the costs incurred as a result, including but not limited to storage and transportation costs, without prejudice to the lessee's obligation to pay the agreed rental fees and other charges and the obligation to collect the rental object.
- 3.6 In the case of the rental of multiple objects, the lessor is entitled to make the objects available in separate parts (times and locations).
- 3.7 The lessor is entitled to suspend the provision of rental objects if:
- a written rental agreement is missing;
  - the lessee has failed to sign the technical description of a newly manufactured rental object for approval;
  - the lessee has failed to sign the outbound form referred to in Article 3.4 for approval;
  - the lessee has failed to adequately prove that the person collecting the object is authorized to do so;
  - the lessee has not fulfilled the obligation to pay a security deposit.
- 3.8 If for any reason no outbound form is drawn up and/or signed upon provision of the rental object, the lessor is entitled to unilaterally prepare this form and send it to the lessee. If the lessee does not object to the contents within 24 hours of receipt, the condition of the rental object as recorded in the outbound form is considered definitive.

## **Article 4 Prices**

- 4.1 All prices indicated by the lessor are exclusive of VAT, unless otherwise indicated.
- 4.2 The prices indicated by the lessor are based on the cost prices at the time the agreement is concluded. Cost prices include, but are not limited to, costs of raw materials, fuels, labor, insurance, and taxes. If these cost prices increase, whether foreseeable or not, the lessor is entitled to pass on these increases in the agreed prices.
- 4.3 The rental price is indexed every 12 months. Indexation is based on the change in the monthly price index figure according to the consumer price index (CPI) series all households (2015 = 100), published by the Dutch Central Bureau of Statistics (CBS). The adjusted rental price is calculated using the following formula: the new rental price equals the current rental price at the adjustment date, multiplied by the index figure of the calendar month four months before the month of the price adjustment, divided by the index figure of the calendar month sixteen months before the adjustment month. The rental price will not be adjusted if indexation results in a lower rental price than the last one.
- 4.4 If the CBS discontinues publication of the aforementioned price index figure or changes the calculation basis, a comparable index figure will be used as much as possible.
- 4.5 An indexed rental price is due and payable, even if no separate notification is made to the lessee.

## **Article 5 Use of the Rental Object**

- 5.1 The lessee must act as a good lessee with respect to the rental object and use it according to its intended purpose. If no further agreements are made, the object is intended to be used as a means of transporting goods. It is prohibited for the lessee to transport illegal goods.
- 5.2 The lessee shall strictly comply with all instructions provided by the manufacturer and/or lessor regarding the use of the rental object, including loading instructions. Furthermore, the lessee shall use qualified personnel only, avoid excessive packing of goods, not load the object unevenly, and not transport goods that may damage the object.
- 5.3 If any measures, modifications, or additional permits are required for (efficient) use of the object, they must be implemented/applied for at the lessee's expense and risk, with prior written permission from the lessor.
- 5.4 The rental object may only be used within the boundaries of the "green card area."
- 5.5 The lessee must always be able to demonstrate the location of the object at the lessor's request.
- 5.6 The lessee is not permitted to sublet or otherwise allow third-party use of the object, to pledge it, to establish any limited right upon it, or to transfer any rights under the rental agreement without prior written permission from lessor.
- 5.7 The lessee may not make any changes to the object without prior written permission from the lessor.
- 5.8 All taxes, duties, levies, excise, customs duties, and other charges related to the use of the object are for the lessee's account. If invoiced to the lessor, they will be passed on to the lessee.

**Article 6 (Statutory) Inspections, Maintenance, and Repairs**

- 6.1** The lessee is required, at its own expense, to carry out daily inspections and necessary daily maintenance of the rental object. This includes, but is not limited to, checking and if necessary repairing/replacing/adjusting wheel nuts, tire pressure, lighting, oil levels, and other fluids, as well as other technical aspects. Additionally, the lessee must regularly wash and clean the interior and exterior of the object.
- 6.2** The lessee must ensure timely execution of any mandatory periodic vehicle inspections (e.g., APK, HU, MOT, ITV, ITP) in the country of registration. These costs are borne by the lessee. The inspection certificate must be submitted to the lessor within two weeks of inspection. All this unless the rental agreement stipulates that the inspection is the responsibility of the lessor. In that case, the lessee must cooperate, and the lessor will inform the lessee in writing how and where to present the object.
- 6.3** If the rental agreement states that the lessee is responsible for repairs and/or major maintenance, written approval must be obtained from the lessor before such work is carried out. Replacement parts must be original components manufactured by or on behalf of the rental object's manufacturer. All installed parts become the property of the lessor without any entitlement for reimbursement.
- 6.4** When fulfilling the obligations in this article, the lessee must follow the lessor's instructions, including any warranty or other provisions from the object's manufacturer. The lessor has the right to inspect the quality of inspections, repairs, and maintenance performed. If deemed insufficient, the lessor may redo the work at the lessee's expense.
- 6.5** The lessee must keep a register of all inspections, repairs, and maintenance performed on the rental object. This register must be submitted to the lessor upon contract termination and be made available during the rental period upon request. This obligation does not apply if the rental agreement assigns inspections, repairs, and maintenance to the lessor.
- 6.6** At the end of the rental agreement, the tire tread depth must meet the agreed minimum. The lessee owes a proportional amount of the new tire value for any missing millimeters. No refund is due for tread exceeding the agreed minimum.
- 6.7** At the end of the rental agreement, the brake lining thickness must be at least 50% of its original state. If less, the lessee must pay the replacement cost.

**Article 7 Payments and Costs**

- 7.1** The lessee must pay the agreed rental fees and other costs on time. If a payment term is stated in the rental agreement, it must be observed. If not, a 30-day term from the invoice date applies.
- 7.2** The lessee may not offset counterclaims, invoke suspension rights, or apply any discounts.
- 7.3** All payment terms are final. Late payments incur statutory commercial interest on the overdue amount.
- 7.4** If one payment term is exceeded, all other claims from the lessor against the lessee become immediately due.
- 7.5** If the lessee exceeds any payment deadline by more than 14 days, the lessor may terminate the rental agreement extrajudicially, unless the amount owed is less than € 500.
- 7.6** If the lessor is charged costs that should be borne by the lessee (e.g., tolls, taxes, legal violations, repairs), these will be passed on, plus a € 25 administration fee.
- 7.7** In case of payment reminders, the lessee owes 15% collection costs on the principal sum, up to a maximum of € 15.000.

**Article 8 Securities**

- 8.1** If deemed necessary by the lessor, the lessee must provide (additional) security upon first request. Refusal gives the lessor the right to immediately terminate the agreement.
- 8.2** Acceptable securities include a bank guarantee from a top-tier European bank, a group guarantee, a pledge on lessee assets, and/or a deposit.

**Article 9 End of Rental Agreement and Return of Object**

- 9.1** Upon contract expiration, the lessee must return the rental object to the address specified in the agreement. If no address is specified, the lessor will designate one. The lessee must coordinate the return with the lessor at least two weeks in advance, or the lessor will determine the return time unilaterally.
- 9.2** Notwithstanding Article 9.1, the lessor may designate another return location at any time.
- 9.3** If the lessee returns the object to an incorrect location, transport costs to the correct address are borne by the lessee.
- 9.4** If the lessee fails to return the object on time, a lump sum of €500 is due, plus €100 per day per object until return.
- 9.5** Upon return, the lessor records the object's condition on an "inbound form." If this condition differs from that noted in the outbound form (Article 3.4), the lessor will repair the object at the lessee's expense. The lessee may choose to restore the object before returning it, in accordance with Article 6.
- 9.6** All associated documents must be returned with the object.
- 9.7** If the lessee fails to return the object after contract end or termination, the lessor may retrieve it at the lessee's expense. The lessee authorizes the lessor and any third parties to enter all premises necessary for retrieval, including the lessee's and its clients' locations, if accessible by right.
- 9.8** If the lessor recovers the object while the lessee still owes money and the object contains goods, a lien arises on those goods in favor of the lessor. By signing the agreement, the lessee declares that she is always authorized to pledge such goods. The lessor may then proceed to sell the goods. If no lien arises, a right of retention applies.

**Article 10 Liability and Himalaya Clause**

- 10.1** The lessee indemnifies the lessor for fines imposed on the lessor due to actions or omissions by the lessee.
- 10.2** The lessor is not liable for damage resulting from defects in the rental object, and the lessee cannot claim a rent reduction or offset. Damage includes, but is not limited to, consequential damage such as business interruption, lost profits, production stoppages, and personal injury.
- 10.3** If the lessor is found liable despite this article, the compensation will never exceed the amount paid by the lessor's insurer.
- 10.4** The liability exclusions or limitations in these terms also apply to all persons involved in the execution of the rental agreement on behalf of the lessor.
- 10.5** If the lessor uses third parties to fulfill the rental agreement, the lessor may invoke that third party's limitations of liability in its relationship with the lessee, even if the lessee was unaware of these terms.
- 10.6** If the lessee uses third parties during the execution of the rental agreement, the lessee is fully liable for damages to the lessor resulting from their acts or omissions, even if those third parties have excluded or limited their liability.
- 10.7** Unless a damage waiver has been agreed, the lessee is fully liable for damage to or theft of the rental object, regardless of any external insurance the lessee may hold. The lessee remains the lessor's sole point of contact. Compensation is based on the replacement value of the object at the time of the incident. Until payment of the invoice, the lessee must continue to pay rent equal to the last applicable rental rate.

- 10.8** In the event described in Article 9.7, the lessor is not liable for any damages suffered by the lessee. The lessee bears all resulting damages and indemnifies the lessor for any third-party claims arising from the retrieval of the rental object.

**Article 11 Termination of the Rental Agreement**

- 11.1** The lessor may terminate the rental agreement with immediate effect if the lessee:
- files for bankruptcy or suspension of payments;
  - undergoes structural changes such as mergers, demergers, reorganizations, relocations, management changes, or changes in voting rights;
  - breaches any contractual obligation and is in default, including non-payment of rent;
  - has misinformed the lessor during or before the agreement;
  - fails to collect the rental object within 5 days of provision.
- 11.2** Upon termination under Article 11.1, the lessee must return the rental object within five days as outlined in Article 9. Otherwise, Article 9.4 applies.
- 11.3** Upon termination under Article 11.1, the lessor may claim damages equal to the rent due until the original end date of the agreement, without prejudice to any additional claims.

**Article 12 Insurance and Damage to the Rented Object**

- 12.1** Unless the agreement includes insurance, the lessee must insure the rental object adequately for the contract's duration, listing the lessor as co-insured.
- 12.2** Adequate insurance includes coverage under Directive 2005/14/EC and protection against theft, damage, and loss. The latter unless a damage waiver applies. Proof of insurance must be provided. Failure to do so constitutes a breach of contract.
- 12.3** If damage occurs to or by the object, the lessee must report it to the lessor within 48 hours and submit all related information, including the responsible party's details, claim form, photos, and any police or witness statements.
- 12.4** If the lessee is responsible for the damage, the lessee must compensate the lessor. The lessor will conduct a damage assessment and provide the report to the lessee. If the lessee disagrees, the lessee must request a second opinion within 5 working days. Otherwise, the initial assessment is binding.
- 12.5** If a "full cover" or "damage waiver" is agreed, Articles 12.3 and 12.4 still apply, but the lessee is not charged for the damage. Specific damage waiver terms apply and are available on the lessor's website.
- 12.6** Coverage for damage and or theft in the form of a damage waiver does not obligate the lessor to insure with a third-party insurer.
- 12.7** If a third party caused the damage, the lessor will attempt recovery using the information provided under Article 12.3. The lessee must cooperate. If the lessee fails to fulfill obligations and recovery is impossible, the lessee must pay for the damage, and Article 12.4 applies. No damage waiver can then be invoked.
- 12.8** If the lessee caused the damage or is at fault, they must report it on time under Article 12.3. Failure to do so means the lessee must pay for the damage and forfeits the right to invoke the damage waiver.

**Article 13 Break Down Service**

- 13.1** If the agreement includes the Heisterkamp Break Down Service, the lessor pays the mediation costs unless the lessee is at fault. In that case, the lessee is charged directly or reimburses the lessor.
- 13.2** If repair or other costs arise from a breakdown and the lessee is liable under Articles 10 or 12, the costs are passed to the lessee. Otherwise, the lessor bears them.

**Article 14 Miscellaneous**

- 14.1** The legal ownership of the rental object remains with the lessor, regardless of the right to lease or sublease to the lessee. Only if a purchase option is expressly agreed may the lessee have a right of first refusal, which lapses if the lessee breaches the agreement.
- 14.2** The lessee may not use the lessor's intellectual property -such as (trade) names or trademarks- without prior written consent.
- 14.3** All agreement-related information is confidential. Disclosure results in a fine equal to twelve months' rent, without prejudice to the lessor's right to additional compensation.
- 14.4** If any provision is invalid or unenforceable, the remaining provisions remain in effect. The parties will agree on a replacement clause reflecting the intended purpose.
- 14.5** The governing law is that of the country where the object is registered.
- 14.6** Legal disputes may be brought by the lessor to the lessee's local court, the lessor's local court, or the Overijssel court in the Netherlands. All are deemed competent.

**Article 15 Unilateral Amendment Clause**

- 15.1** The lessor may amend these terms unilaterally. The latest version shall apply to the rental agreement.
- 15.2** Amendments take effect upon publication on [www.heisterkamp.eu](http://www.heisterkamp.eu). Publication implies notification. The publication date listed on the document serves as the official date. Upon request, the lessor will provide a copy of the amended terms.