

Artikel 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 Tyre Full Cover has been agreed.
- 1.2 These terms and conditions do not affect the validity and applicability of other general terms and conditions declared applicable in the agreement between Lessor and Lessee.

Article 2 Tyre Full Cover

- 2.1 Tyre Full Cover means an arrangement under which damage to tyres falling within the scope of the rental agreement (hereinafter: "the tyres") will be repaired at the expense and risk of the Lessor, in return for a monthly fee and deductible to be paid by the Lessee.
- 2.2 Where applicable, the Tyre Full Cover is subject only to the deductible stated in the rental agreement. The deductible applies per damage event.

Article 3 Monthly Fee

- 3.1 The Lessee shall pay the monthly fee for the Tyre Full Cover, as stated in the rental agreement, to the Lessor within the agreed term.
- 3.2 If, over a period of six months, the tyre damage costs exceed the total amount of monthly fees over that same period, the Lessor is entitled to increase the monthly fee.
- 3.3 Any deductible to be paid by the Lessee shall be deducted from the damage costs referred to in Article 3.2.

Article 4 Claims and Exclusions

- 4.1 The Lessee may invoke the Tyre Full Cover in the event of damage to the tyres. Damage includes defective tyres, blowouts, punctures, cuts, and other types of damage.
- 4.2 The Tyre Full Cover does not apply to damage resulting from theft, (gross) neglect or misuse, violation of regulations, government action, war or other civil unrest, or natural disasters. Furthermore, the Lessee is not entitled to claim under the Tyre Full Cover if the damage occurred to tyres with a tread depth of less than 2 millimetres or on terrain unsuitable for the tyres.
- 4.3 (Gross) neglect or misuse includes, but is not limited to, poor maintenance, incorrect tyre pressure, and overloading.
- 4.4 The Lessor shall in no event be liable for consequential damages, including damage to cargo.
- 4.5 The Lessee also loses entitlement to the Tyre Full Cover if repairs are carried out without the Lessor's prior consent, or if the Lessee fails to comply with obligations related to the repair as specified in Article 5.
- 4.6 In the event of a dispute regarding the cause of the damage, it is the responsibility of the Lessee to prove that the cause differs from those listed in Articles 4.2 through 4.4.

Article 5 Repair

- 5.1 The Lessee must inform the Lessor immediately after an event as referred to in Article 4.1. The Lessor shall then arrange for repairs within a reasonable time.
- 5.2 After receiving a damage report and the information referred to in Article 5.1, the Lessor shall inform the Lessee of the next steps. The Lessee shall follow the Lessor's instructions regarding the repair. It is at the sole discretion of the Lessor to determine how the tyre(s) will be repaired.
- 5.3 Repairs to the tyre(s) shall be carried out exclusively by or on behalf of the Lessor, through roadside services designated solely by the Lessor.
- 5.4 The Lessor shall not be liable for any (consequential) costs incurred during the tyre repair other than the repair costs themselves.
- 5.5 If, during a repair, it becomes apparent that multiple damages have occurred due to unreported causes and a deductible has been agreed, the Lessor is entitled to charge the deductible for each unreported cause. Therefore, the deductible may be charged multiple times per repair.
- 5.6 The provision in Article 5.5 also applies if the Lessor becomes aware of previously unreported damage(s) in any other way, for example, during regular maintenance.

Article 6 Miscellaneous

- 6.1 After a successful claim under the Tyre Full Cover, the Lessor shall be subrogated to the rights of the Lessee and has the right of recourse. The Lessee shall provide all necessary cooperation.
- 6.2 Deductible amounts are exclusive of VAT and shall therefore be increased by the applicable VAT rate.
- 6.3 The law applicable to the rental agreement shall also apply to any disputes arising from the Tyre Full Cover.
- 6.4 The Lessor is entitled to amend these terms and conditions. Following notification to the Lessee, the amended terms and conditions shall automatically apply unless the Lessee immediately objects in writing.