

# Conditions of damage waiver scheme and fire/theft scheme for damage to or loss of hired property (“Rental Protection Plan”)

This English version is for information purposes only. Only the Dutch conditions apply in any dispute or conflict between this English text and the Dutch terms and conditions, as printed on the back of the hire contract.

The General Conditions of IQ-Pass International B.V. are applicable to the rental agreement specified on the front of this document. These General Conditions are handed over to the renting party before or at the same time that the rental agreement is signed. The General Conditions can also be consulted at [www.iq-pass.com](http://www.iq-pass.com). An additional copy will be sent upon request.

In line with the General Rental Terms and Conditions, the renting party is liable for all damage to/by/in connection with the rented property.

The renting party may, by means of a percentage surcharge added to the rent, partially limit his/her contractual liability for sudden and unforeseen damage to, or theft of, rented items through one or both of the schemes below. Any other (co-)liable parties and/or third parties, including insurers, cannot derive any rights from these schemes. The schemes contain a limitation of the (right to) recourse from/by the lender. If agreed, in the event of inconsistency, the scheme's provisions will prevail over the provisions of the general terms and conditions of rental, which also remain in force in addition to the general terms and conditions.

Any additional exceptions or instructions for prevention which are indicated on the front of the rental agreement are a supplement to and are part of the exclusions for the damage waiver and fire/theft scheme.

The following is understood as the limited recourse or right to recourse: limitation of recourse to the excess previously specified per item.

Current market value is understood as the original catalogue price minus straight-line depreciation over 120 months taking into account a residual value of 10% of the original catalogue price.

Where the text reads ‘lender’, the following is understood: IQ-Pass International B.V. and/or affiliated companies.

In the event of damage, the renting party must refer to the scheme(s) in writing and substantiate its/their applicability in writing using valid and convincing evidence.

## GENERAL CONDITIONS FOR A. DAMAGE WAIVER SCHEME AND B. FIRE/THEFT SCHEME.

### I. Who does the scheme apply to?

To the party renting items from the lender. The fire/theft cover is not available for private individuals.

### II. What is the scheme's duration?

- It applies during the agreed rental period, in line with the lender's general terms and conditions. Except if other conditions or exceptions apply, limitation of recourse is only applied if:
- a valid rental agreement is drawn up and signed by the renting party before the rental period commences, and
  - the renting party has demonstrably complied with all duties arising from the rental agreement and from the lender's general terms and conditions.

### III. For which damage is recourse limited?

Recourse for damage concerns material damage to or the current market value of rental items, including the related expenses for: (emergency) repairs, expert assessment, storage, transport, assessment of the damages, repatriation, damage prevention and legal & non-legal expenses, loss of profits (loss of rent), etc. The limitation of recourse concerns material damage to or the current market value of rental items. The limitation of recourse also concerns the expenses related to material damage such as emergency repairs, storage and transport costs, as long as the emergency repairs, storage or transport are based on written instructions from the lender. Recourse for expenses to assess the damage are only limited if the damage assessment is performed by the lender's Technical Department.

### IV. Where does the scheme apply?

This scheme applies to incidents of damage occurring within the Benelux. In Germany and France, the scheme applies to damage occurring within a range of 100 kilometres from the border with one of the Benelux countries.

### V. How is the damage assessed?

The damage will be assessed by the lender's technical department. Should the renting party fail within three working days of receipt of the damage statement provided by the lender or, should this be lacking, within three working days of receipt of the (damage) invoice, to lodge a notice of objection, then the renting party will be deemed to have agreed to the damage assessment performed by the lender's technical department.

If the renting party wishes to have a re-assessment by the same expert or an assessment by another assessor acting on his/her behalf, within five working days after the discovery of the incident of damage, the renting party must have another assessment carried out by the same expert or appoint another assessor and inform the lender. If he/she does not inform the lender, the lender may assume that a new assessment by the same assessor or by another assessor appointed by the renting party will not take place.

### VI. Which obligations apply in the event of damage?

As soon as the renting party finds out about an incident of damage or should have reasonably known about it then he/she is obliged to:

- immediately inform the lender of the event;
- render every assistance in the settlement of the claim, and more particularly to follow the lender's instructions, submit/hand over the requested information and documents, (including a fully completed and signed damage form with a description of the circumstances) and to refrain from acts that

could harm the lender's interests;

- if the lender's technical department is unable to repair the item then the repair mandate must be approved in writing by the lender beforehand;
- if the object is stolen or involved in any other crime resulting in damage, he/she must immediately file a police report and submit a copy of the police report to the lender. The lender will limit recourse only if one or more of these conditions are not, or incompletely, met.

### VII. General exclusions for both schemes

Recourse from/by the lender is not limited if the damage and/or theft occurred due to, was caused by, aggravated by or appeared during:

- armed conflict, civil war, uprising, civil disturbance, terrorism, strikes, riots or mutiny, earthquake, floods, volcanic eruption or nuclear reactions, regardless of how these occurred;
- an intentional act or recklessness on the part of the renting party and/or his/her staff and/or assistants;
- insufficient care and/or negligent use, acts or omissions by the renting party and/or his/her staff and/or assistants; Moreover, recourse by the lender is not limited;
- if the renting party has rented out the rented items to third parties (not being employees of the renting party) or otherwise allowed third parties to use them without obtaining prior written permission from the lender;
- in the event that a specific exclusion mentioned in the contract applies;
- if preventative measures and other instructions printed on the rental contract or in the product instructions have not demonstrably been followed by the renting party;
- if the renting party uses the rented items, has used them, has had others use them or allowed others to use them for purposes other than those the rented items are intended for;
- if in respect of an incident of damage the renting party may derive rights from any insurance policy or other arrangement or could have derived rights from it if the damage waiver scheme and/or fire/theft scheme had not existed.

### VIII. Negligent use, acts or omissions

Negligent use, acts or omissions include but are not limited to the following: use by non-certified or (legally) unqualified/unauthorised persons, not refilling on time or using the wrong oil, lubricants, fuel, anti-freeze, incorrect or non-existing use of props, over-stressing or overloading, transport of trailers and/or other equipment which can be joined to a motor vehicle by a driver who does not have the correct driving licence category for the vehicle combination, performance of repairs, turning off (safety) notifications and/or other systems or sub-systems, tilting due to an excessive inclination, handling contrary to the lender's and/or manufacturer's instructions and/or instructions printed on the rental contract, incorrect or unsuitable transport, vertical transport, causing ‘overhead’ damage (i.e. damage with point of application over 1.90 metres, measured from the ground or road surface) during transport and/or road use, not taking adequate measures to prevent leaving behind residual concrete, mortar, paint or spray, not taking adequate measures to prevent damage in the event of forecast storm, hail, frost or (other) extreme weather conditions, not or not demonstrably following the specific written use and/or preventative instructions set forth in or by virtue of the contract or the accompanying risk sheet, acting contrary to a legal obligation or (local) by-law.

### IX. Ownership of rental items

All rental items remain the property of the lender, regardless of any application of the damage waiver scheme or the fire/theft scheme. Invoicing and/or payment for damage or excess expressly does not include any transfer of ownership. Payment must be made in full, but this payment does not lead to ownership of the rented items.

### X. Aspects included in the schemes

The lender can make the entering into of the damage waiver scheme and/or the fire/theft scheme a condition for entering into a rental agreement. The lender may, at any time, and without stating any reasons, refuse to include the damage waiver scheme and/or the fire/theft cover.

### XI. Fees

The schemes can never give rise to the making of any payment or provide any compensation or refund to the renting party.

## SPECIFIC CONDITIONS FOR A. THE DAMAGE WAIVER SCHEME

### A.1. What is the scope of the scheme?

Pursuant to the damage waiver scheme, the lender limits recourse (under the conditions referred to earlier and hereafter) for material damage to the rented items from the renting party.

### A.2. Which items does the scheme apply to?

For items stated in contracts where ‘Total damage indemnification fee (A)’ is indicated after the summary of items and the following is indicated afterwards on the same line in the ‘number’ column: ‘1.00’ and where a percentage is also indicated afterwards and on the same line as the item in question in the column ‘%DW(A) + %FT(B)’.

### A.3. What are the specific exclusions?

The lender does not limit its recourse at all:

- if the damage is caused by or results from fire, theft or partial theft, a break-in, loss, misappropriation, disappearance, quarantine or government seizure;
- in the event of damage to tyres;
- with regard to cleaning costs and/or damage due to dirtiness;
- if a general exclusion applies (see VII and VIII).

### A.4. Excess for damage waiver scheme

An excess applies per event and per item in respect of the damage waiver scheme. The rental agreement states the relevant excess category (1 through 6) for each rented item, if the damage waiver scheme applies to it. The damage waiver scheme table can be used to determine the appropriate excess for each category of rented item.

Excess for each category in the damage waiver scheme	
Category	Excess
1	€ 20
2	€ 170
3	€ 400
4	€ 750
5	€ 2.500
6	€ 5.000

Different excess may be agreed in writing in framework agreements or pricing agreements.

If no excess category is stated in the contract for a particular item even though the scheme clearly applies to the item in question then Category 6 excess applies.

## SPECIFIC CONDITIONS FOR B. FIRE/THEFT SCHEME

### B.1. What is the scope of the scheme?

Pursuant to the fire/theft scheme, the lender limits recourse (under the conditions referred to earlier and hereafter) from the renting party for sudden and unforeseen material damage to or loss of the rented items and additional costs/damage caused by fire, a break-in or theft after a break-in.

### B.2. Which items does the scheme apply to?

For items stated in contracts where ‘Total Fire/theft scheme (B)’ is indicated after the summary of items and the following is indicated afterwards on the same line in the ‘number’ column: ‘1.00’ and where a percentage is also indicated afterwards and on the same line as the item in question in the column ‘%DW(A) + %FT(B)’.

### B.3. What are the specific exclusions?

The limitation of recourse by the lender for damage due to fire or damage due to theft does not occur if:

- the damage is caused by or results from loss, a difference in inventory, misappropriation, disappearance, quarantine or government seizure;
- a general exclusion applies (see VII and VIII);
- the additional conditions have not been satisfied (see B.4.).

### B.4. Additional terms and conditions for theft cover

In addition to the general and specific exceptions, recourse from the renting party in the event of theft is not limited if it cannot be demonstrated that all the conditions and circumstances below are met:

- outside working hours, the rented item must be stored or placed in an enclosed space or if this is physically impossible, either in a secured area or in an outdoor area or building site enclosed by solid closed fencing.
- in the event of a break-in to a building, a container, a shed or fencing. A break-in will only be accepted if there are clearly visible external traces of a break-in. An additional condition applies with regard to hand tools, (light mast) generators, compressors and dismantled scaffolding and accessories: the lender may only limit recourse in the event of theft after a break-in to a properly closed building or a properly closed section of a building, which is not a container, site hut or workmen's shelter.
- where possible, machines must be secured by a lock and may only be placed on a trailer during transport. Locks must be used visibly; if all the locks handed over to the renting party cannot be returned immediately, it will be deemed that the renting party has not fulfilled this condition.
- trailers and other machines with a coupler serving as transport behind a motor vehicle, if they are not in an enclosed area but placed in a fenced off outdoor area, must at least be chained to immovable property and also be secured with a coupler lock.

### B.5. Excesses for fire/theft scheme

An excess applies per event and per item in respect of the fire/theft scheme. The rental agreement states the (excess) category (1 to 6 inclusive) that each rented item is classified as if the fire/theft scheme applies to it. The fire/theft scheme excess table can be used to determine the excess for each category of rented item.

Excess per category in the fire/theft scheme		
Category	Excess	Maximum
1	20% current market value	€ 200
2	20% current market value	€ 1.000
3	20% current market value	€ 1.500
4	20% current market value	€ 3.000
5	20% current market value	€ 5.000
6	Fixed	€ 5.000

Different excess may be agreed in writing in framework agreements or pricing agreements.

If no excess category is stated in the contract for a particular item even though the scheme clearly applies to the item in question then Category 6 excess applies.