



## Special Conditions

### Accidental Damage and Theft - Waiver

(see Article 12.4 of the General Terms and Conditions of AED – Version January 2015)

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As mentioned in Article 12.4 of the General Terms and Conditions of AED, the Lessee will insure the rented goods against damage and loss (including theft). However, if the Lessee does not take out appropriate insurance (or fails to demonstrate this to the Lessor), or in case the Lessee requests the Lessor to do so, the Lessor or any of its affiliates will take out insurance to cover the risks of accidental damage to, loss or theft of the rented goods, subject to the terms and conditions set out below:

1. **Surcharge** - The Lessee agrees to pay the Lessor a surcharge equal to 2.5% of the rental Charges. This surcharge will be payable together with the rental Charges for the rented goods.
2. **Waiver** - Provided that the Lessee pays the surcharge referred to in Article 1 above, the Lessor or any of its affiliates will take out insurance to cover the risks of accidental damage to, loss or theft of the rented goods. To the extent damage to, loss or theft of the rented goods is covered by the insurance taken out by the Lessor or its affiliates (in particular taking into account the limitations and exclusions and additional obligations set out below), the Lessor will waive its claim for compensation from the Lessee for such damage, loss or theft.
3. **Limitations and Exclusions** - The Lessee acknowledges that it will remain liable to compensate the Lessor for the amount of damages up to EUR 2,500 per damage event that is irrecoverable under the insurance taken out by the Lessor or its affiliates as the "franchise"/"deductible" is EUR 2,500 per damage event. The Lessee also acknowledges that the insurance taken out by the Lessor or its affiliates does not cover damage events occurring in, or during transport from or to, the following countries:
  - countries listed on the U.N. (United Nations) embargo-countries-list ([www.un.org/sc/committees/](http://www.un.org/sc/committees/));
  - countries listed on the OFAC (Office of Foreign Asset Control) list ([www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx))
  - countries or regions mentioned on <http://watch.exclusive-analysis.com/jccwatchlist.html> with a risk level analysis higher than "low" or "moderate" (in these countries and regions, risks of war, riot and strike are excluded)

In addition, the Lessee acknowledges that the insurance taken out by the Lessor or its affiliates does not cover damage, loss or theft in the following circumstances:

- theft of consumables Goods
- theft from a vehicle where the rented goods were left visible and unattended
- theft of rented goods left unattended in a vehicle at any time between 8pm and 6am, unless this vehicle had been stored in a secured building
- loss of rented goods that is discovered only when an inventory is made
- rented goods that have been misplaced or lost
- theft or loss of rented goods on location during assembly, utilization and disassembly is only covered when the rented goods are under permanent surveillance of the Lessee, or the Lessee's employees, sub-contractors or agents
- loss due to dishonesty, willful misconduct or negligence of any of Lessee's employees, sub-contractors or agents

The Lessee acknowledges that the maximum covered amounts under the insurance taken out by the Lessor or its affiliates are as follows:

- maximum covered amount per transport and occasion within Belgium: EUR 3,000,000
- maximum covered amount per transport and occasion outside Belgium: EUR 5,000,000
- maximum covered amount for electric/electronically risk is EUR 2,000,000 per covered claim or range of covered claims resulting from one and the same cause
- maximum covered amount per covered claim or range of covered claims resulting from one and the same cause: EUR 10,000,000

4. **Obligation to report theft** - Theft of rented goods must be reported to the Police and a crime reference number obtained. The Lessee must notify the Lessor within forty eight (48) hours of the theft and remit the theft report promptly to the Lessor. Failure to comply with this provision could lead to withdrawal of cover under the insurance taken out by the Lessor or its affiliates.
5. **No waiver in case of negligence or breach of contract** - The waiver referred to under Article 2 above shall not apply in cases where the damage or loss was caused by the Lessee's negligence, or breach of the agreement with the Lessor, including but not limited to Lessee's obligations as set out in Articles 12.3 and 12.10 and/or the Lessee's warranties as set out in Articles 8.2 and 8.3 of the Lessor's General Terms and Conditions of Sale.
6. **Liability of the Lessee towards Third Parties** - The Lessee acknowledges that the provisions of these Special Conditions do not affect in any manner the Lessee's liability towards third parties for damages caused by materials of AED (see Article 12.5 of the Lessor's General Terms and Conditions of Sale), and that such liability is not covered by the insurance that may be taken out by the Lessor or its affiliates under these Special Conditions.
7. **Not an insurance product** - The Lessee acknowledges and agrees that the waiver provided for in these Special Conditions is not an insurance product and that the Lessor does not act as an insurer or insurance intermediary. The sole purpose of this document is to clarify that the Lessor or its affiliates may in certain circumstances take out insurance to cover goods that are their property and to describe the consequences thereof on Lessee's liability for damage events covered by such insurance.
8. **Future rental agreements** - The Lessee agrees that if the Lessor or any of its affiliates take out insurance in relation to one or more rental agreements with the Lessee, the Lessor or its affiliates will also take out insurance in relation to any future rental agreements with the Lessee subject to the Special Conditions set out in this document (as amended from time to time), unless the Lessee informs the Lessor of its decision to take out appropriate insurance itself prior to entering into a new rental agreement.

## AED Rent UK Ltd

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