

## **CASCO COVER & CASCO COVER PREMIUM**

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The Lessor makes the options *Casco Cover & Casco Cover premium* available to the Lessee as agreed in the cover agreement between the Lessor and the Lessee and subject to the terms and conditions as specified below:

- a) *Casco Cover & Casco Cover Premium* holds the Lessee harmless for certain damage to or loss of the trailer which the Lessee is responsible for in accordance with rental agreement between the Lessee and Lessor (the "Rental Agreement") and the applicable general terms and conditions to the Rental Agreement in force from time to time (the "General Terms and Conditions for Trailer Rental").
- b) *Casco Cover & Casco Cover Premium* covers part of or the total costs associated with the loss of or damage to the trailer when the damage or loss is caused by:
  - Theft
  - Fire or explosion
  - External causes

### *Casco Cover & Casco Cover Premium* does not cover:

1. When the goods are not secured as required by law or according to common practices.
2. Tire damage or theft of tires
3. Damage occurred by the loading or unloading of goods
4. Damage caused by improper handling of the trailer
5. Damage caused by neglected maintenance which ought to have been executed by the Lessee in accordance with the Rental Agreement
6. Damage caused by the goods loaded on the trailer
7. Loss of or damage to landing legs, planks/boards/bars, roof/ceiling pipes, retaining straps, TIR cords or spare wheels.
8. If another insurance is in force covering the event including but not limited to when the trailer is connected to a truck with a valid insurance.
9. If the Trailer has been parked more than 7 days in any location other than the address of the Lessee or the Lessor at the time the loss or damage occurs.
10. Gross negligence or general improper usage.
11. Personal injury or property damage incurred by the Lessee, the user of the trailer, or any third parties.
12. Any damage during or due to use of the trailer outside countries participating in the Green Card Bureau System
13. Any damage which is directly or indirectly due to natural disturbances, natural disasters, war or war-like operations, violation of neutrality, civil war, rebellion, other types of civil unrest, measures to prevent beforementioned events, any form of nuclear energy or nuclear activity in general, any measure taken by a government or other state actor

### Claims and payments:

The right to payment for claims made under the cover agreement is subject to and conditioned upon the Lessee complying with the following:

- a) Informing the Lessor's office within 24 hours after the damage or loss is detected.
- b) A fully completed damage report/claim and police report being sent to the Lessor within 5 business days after the damage/loss has occurred.
- c) Sending without delay all necessary documents for the regulation of the damage claim and payment.

## Terms and conditions for Cover Agreements

April 2022



### Cargo damage:

The Lessor has no liability for damage to cargo being carried caused by damage to the trailer or parts of the trailer including but not limited to damage or failure of the freezer/cooling/heating unit or parts thereof.

### Deductible:

In the event of damage or loss, the Lessor will in each case invoice the Lessee for the amounts listed below and any applicable VAT, unless agreed otherwise. The amount to be deducted depends on which legal entity the Lessee has entered a cover agreement with.

	<b>TYPE OF INCIDENT</b>	PNO Danmark A/S PNO Sverige AB PNO Norge AS	PNO Finland Oy	PNO Netherlands B.V	PNO Polska Sp. z o.o
<b>Casco Cover</b>	Theft of a trailer or dolly with active GPS	€ 5.000	€ 5.000	€ 5.000	€ 5.000
	Theft of a trailer or dolly without active GPS	€ 6.700	€ 6.300	€ 6.300	€ 6.300
	Fire or explosion	€ 4.000	€ 3.000	€ 5.000	€ 5.000
	Other damage, per loss or damage incident	€ 1.200	€ 1.200	€ 1.200	€ 2.000
<b>Casco Cover Premium</b>	Theft of a trailer or dolly with active GPS	€ 5.000	€ 5.000	€ 5.000	€ 5.000
	Theft of a trailer or dolly without active GPS	€ 6.700	€ 6.300	€ 6.300	€ 6.300
	Fire or explosion	€ 4.000	€ 3.000	€ 5.000	€ 5.000
	Other damage, per loss or damage incident	€ 0	€ 0	€ 0	€ 0

PNO Deutschland GmbH has individually agreed the deductible amounts directly in the Rental Agreement or the cover agreement.

For damages during or due to use of the trailer in Turkey the amount(s) deductible will be doubled.

### Miscellaneous:

The Lessee is under an obligation towards the Lessor to provide the necessary information to the Lessor and/or the Lessor's insurance company when requested.

The Lessor may at any time during the rental term, with a notice of 1 month, modify the terms and conditions of the *Casco Cover & Casco Cover Premium* if such modification is required due to a change in the terms and conditions of the Lessor's insurance company.

The Lessor/Lessor's insurers have full right of recourse.

If the Lessor's costs over a period of six months exceeds 75% of the premium for the same period, the Lessor has the right, with one-month notice, to propose to the Lessee an increase in the premium. The proposal becomes effective if the Lessee fails to submit an objection in writing within the one-month notice period. If the Lessee objects to the Lessor's proposal, the Lessor has the right to terminate the *Casco Cover & Casco Cover Premium* with one-month notice. The increase in the price or termination of the *Casco Cover & Casco Cover Premium* does not affect any other terms and conditions.

The Lessor shall perform the repairs of any damage covered by Casco Cover & *Casco Cover Premium* and decide which repair shop is to perform the repairs. The Lessee is not entitled to contact a repair shop nor approve the work performed in a repair shop on the Lessor's behalf.

## **TIRE COVER**

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By obtaining *Tire Cover*, the Lessee can avoid costs associated with damages to the trailer's tires caused by punctures or tire failure, provided that the Lessee has fulfilled all of its obligations when using the trailer in accordance with the Rental Agreement, the General Terms and Conditions and the specific conditions below. *Tire Cover* also includes the installation costs and roadside assistance in the Member States of the European Union, as well as in Norway and Switzerland.

The maximum amount covered per individual incident is €1.200.

*Tire Cover* does not cover:

1. Punctures, cracks and other damages due to worn out tires. Tires are considered to be worn out if the useful tread is less than 2 mm (for Norway: less than 5mm) . The Lessee must inform PNO concerning the use of trailers in Norway during the winter months, as Norway has a statutory requirement of at least 3 mm tread depth during summer and 5 mm during the winter period.
2. Punctures, cracks and other damage to tires caused by lack of proper maintenance, too low or too high tire pressure, the use of the trailer with a payload exceeding the permitted total weight capacity of the trailer, the abuse of the trailer, as well as violations of the Lessee's obligations in accordance with *PNO 's General Terms and Conditions*.
3. Driving outside off public roads or other road networks that are not suitable for normal usage, such as but not limited to off-road and rubbish dumps.
4. Theft or other loss of rims or tires.
5. Damages on the rest of the trailer caused by tire damages
6. Tire repairs by the Lessee without PNO's prior written approval.
7. Gross negligence or general improper usage.
8. Any damage during or due to use of the trailer outside countries participating in the Green Card Bureau System
9. Any damage which is directly or indirectly due to natural disturbances, natural disasters, war or war-like operations, violation of neutrality, civil war, rebellion, other types of civil unrest, measures to prevent beforementioned events, any form of nuclear energy or nuclear activity in general, any measure taken by a government or other state actor

PNO shall perform the repairs of any damage covered by *Tire Cover* and decide which repair shop is to perform the repairs. The Lessee is not entitled to contact a repair shop nor approve the work performed in a repair shop on PNO's behalf.

If the Lessor's costs over a period of six months exceeds 75% of the premium for the same period, the Lessor has the right, with one-month notice, to propose to the Lessee an increase in the premium. The proposal becomes effective if the Lessee fails to submit an objection in writing within the one-month notice period. If the Lessee objects to the Lessor's proposal, the Lessor has the right to terminate the *Tire Cover* with one-month notice. The increase in the price or termination of the *Tire Cover* does not affect any other terms and conditions.

## **FULL COVER**

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By obtaining *Full Cover*, the Lessee obtains complete protection with coverage from two cover packages:

- *Casco Cover Premium*
- *Tire Cover*

*Full Cover* further includes towing or rescue assistance of the trailer at the place the damage or accident, and transportation of the trailer to the nearest authorized repair shop. PNO decides which service provider will provide the towing, rescue assistance or transportation of the trailer, and the extent of the work.

*Full Cover* has the same limitations in coverage as Casco Cover Premium and Tire Cover. In addition to this Full Cover does not cover:

1. Assistance, breakdown and serving charges caused by lack of maintenance.
2. Consequential damages of any kind whatsoever.
3. Loss of parts or accessories that come with the trailer.

PNO shall perform the repairs of any damage covered by *Full Cover* and decide on its own which repair shop is to perform the repairs. The Lessee is not entitled to contact a repair shop nor approve the work performed in a repair shop on PNO's behalf.

If the Lessor's costs over a period of six months exceeds 75% of the premium for the same period, the Lessor has the right, with one-month notice, to propose to the Lessee an increase in the premium. The proposal becomes effective if the Lessee fails to submit an objection in writing within the one-month notice period. If the Lessee objects to the Lessor's proposal, the Lessor has the right to terminate the *Full Cover* with one-month notice. The increase in the price or termination of the *Full Cover* does not affect any other terms and conditions.

## **NORWAY TIRE SERVICE**

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By signing the service option *Norway Tire Service*, the Lessee gets the right to have the trailer's tires changed as required by Norwegian Law: at 2 mm tread depth during summer and 5 mm during the winter period (16 October and 30 April.)

Read more: <https://www.vegvesen.no/en/vehicles/professional-transport/tyres-and-chains/tyres-on-heavy-vehicles/>

## **Applicable law and venue**

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*For cover agreements with PNO Danmark A/S:*

The cover agreement and these terms and conditions are governed by and shall be construed according to Danish law.

Disputes arising out of or in connection with the cover agreement or and these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Danish court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in Copenhagen district court as the court of first instance.

*For cover agreements with PNO Sverige AB:*

The cover agreement and these terms and conditions are governed by and shall be construed according to Swedish law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Swedish court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in Helsingborg district court as the court of first instance.

*For cover agreements with PNO Norge AS*

The cover agreement and these terms and conditions are governed by and shall be construed according to Norwegian law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Norwegian court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in Oslo district court as the court of first instance.

*For cover agreements with PNO Nederland BV*

The cover agreement and these terms and conditions are governed by and shall be construed according to Dutch law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Dutch court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in Amsterdam district court as the court of first instance.

*For cover agreements with PNO Deutschland GmbH*

The cover agreement and these terms and conditions are governed by and shall be construed according to German law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a German court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in District Court of Hamburg as the court of first instance.

*For cover agreements with PNO Finland Oy*

The cover agreement and these terms and conditions are governed by and shall be construed according to Finnish law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Finnish court of law. In case the Lessee and the Lessor cannot agree on the relevant court, disputes will be settled in Helsinki district court as the court of first instance.

*For cover agreements with PNO Polska Sp. z o.o.*

The cover agreement and these terms and conditions are governed by and shall be construed according to Polish law.

Disputes arising out of or in connection with the cover agreement or these terms and conditions, including disputes regarding the interpretation, existence and validity of the cover agreement shall be settled in a Polish court of law. All disputes will be settled by the competent court for the city of Poznan as the court of first instance, unless the Lessee and the Lessor agree mutually otherwise. Notwithstanding the preceding provision, the Lessor shall be entitled to choose the court of general jurisdiction determined by the applicable law.