

The Client may opt to buy off its insurance obligation regarding the equipment and have Coolworld take out insurance for the Rented Item. As a result, the Client's obligation to insure the Rented Item as stated in Article 12.2 of the General Terms and Conditions of Coolworld Nederland B.V. (hereafter referred to as: "Coolworld") shall not apply. Buying off the insurance obligation and the associated insurance of the equipment by Coolworld shall apply to the specific cover and exclusions mentioned in this document. Cover is therefore limited to damage arising from the specific causes included in this document.

Costs for buying off the insurance obligation amount to 7.5% of the gross rent per month. These costs are charged monthly at the same time as the rental sum due. The insurance buy-off by the Client and the associated insurance of the Rented Item by Coolworld will lapse if the Client fails to pay the premium and/or rent owed (in a timely manner).

Insured property is understood to be all equipment rented out by Coolworld (including, but not limited to, cool rooms, deep-freeze rooms, heaters, (steam) boilers, heating units, air conditioners, chillers, air handlers, generators and all supplied accessories).

Excess: There is a general excess for the account of the Client of 500 euros per event.

Description of coverage

The insurance of the insured property by Coolworld covers material damage to and loss of the insured property, sudden and unforeseen caused by:

1. Fire, explosion and lightning strike, regardless of whether these dangers are caused by inherent defect, inherent decay or arising from the nature of the insured property directly. Damage to the insured property directly affected by the danger, will also include resulting damage to this and other insured property. If the danger also affects uninsured property, regardless of ownership, any resulting damage to the insured property will also be covered, provided that such damage is the result of the proximity of the uninsured property;
2. Aircrafts;
3. Storm;
4. If the insured property is located in a building or on a secured and fenced-off site; theft or attempted theft whereby the perpetrator must have forcibly entered the building or the secured and fenced-off site where the insured property is located from the outside. It is noted that in the event of theft or attempted theft, traces of forced entry must be present in the building or (in case of outside storage) at the fencing, subject to loss of entitlement to payment.

Exclusions

1. The insurance by Coolworld will not provide cover if the Client fails to comply with its obligations arising from the Rental Agreement and the applicable Coolworld General Terms and Conditions.
2. The insurance by Coolworld only concerns the Rented Item, including the provided accessories. In accordance with Article 9.6 of the applicable Coolworld General Terms and Conditions, the Client will be held to insure the goods and equipment stored, used, processed or produced in or using the Rented Item.

3. The insurance does not provide cover either if damage is the result of:
 - A. Evident or gross negligence on the part of the Client, or damage caused or exacerbated intentionally by the Client and/or with his explicit consent.
 - B. Flooding due to collapse or overflowing of dikes, quays, locks or other water-control structures, irrespective of whether the flooding is the cause or consequence of a covered event. This exclusion does not apply to fire and explosion caused by flooding;
 - C. Earthquake and volcanic eruption. In the event of damage occurring either during or within 24 hours after the effects of an earthquake or volcanic eruption have become apparent in or near the insured property, the insured must prove that the damage cannot be attributed to these phenomena;
 - D. Burglary or attempted burglary of the insured property, vandalism and/or acts of war;
 - E. Nuclear reactions, irrespective of how they originated;
 - F. Damage due to non-compliance with the user documentation and/or poor regular maintenance by the Client, in accordance with Article 7.5 of the applicable General Terms and Conditions said maintenance is at the expense of the Client;
 - G. Overvoltage and/or induction in electrical and electronic equipment/systems, unless other traces of lightning strike are found. This exclusion does not apply if the damage was caused by fire and explosion.
 - H. (Collision) by vehicles, fork-lift trucks, etc.
 - I. Other causes than stated in the description of cover, points 1 to 4.

Client obligations

As soon as the Client is or ought to be aware of any damage to or claim arising from the insured property, the Client shall:

1. Communicate all relevant data to Coolworld in writing as soon as possible.
2. In case of theft or attempted theft, also notify the police as soon as possible.
3. Send all relevant documents to Coolworld as soon as possible.
4. Strictly follow all instructions from Coolworld.
5. Provide full cooperation and refrain from doing anything that might affect any of Coolworld's reasonable interests.

Loss assessment

The loss will be:

- settled by mutual agreement; or
- assessed by an expert appointed by Coolworld or by Coolworld's insurer; or
- assessed by an expert appointed by Coolworld or by Coolworld's insurer and an expert appointed by the Client.

Definitions

Incident

An incident or series of interrelated incidents, as a result of which damage to or loss of the insured items has arisen.

Fire

A fire caused by burning and accompanied by flames outside a hearth, which is able to reproduce on its own. Therefore, fire shall not include, among other things,

- Singing, scorching, melting, charring, scalding.
- Burn-out of electrical devices and motors.
- Overheating, burn-out, break-through of ovens and boilers.

Explosion

A sudden and violent manifestation of energy from gases or vapours taking into account the following. If the explosion has arisen within a vessel - closed or not - then an opening in the wall of the vessel must have been produced by the gases or vapours contained therein and the pressure inside and outside the vessel must suddenly have become equal (irrespective of how these gases or vapours have arisen and regardless of whether they were present before the explosion or were first developed during at that time). If the explosion originates outside a vessel, the sudden and violent manifestation of energy must have been the immediate consequence of a chemical reaction of solid, liquid, gas or vaporous substances or a mixture thereof.

Explosion is not understood as implosion.

Aircrafts

A departing, flying, landing or falling aircraft or spacecraft or an attached, detached or dropped object therefrom.

Storm

Wind speeds of at least 14 m/sec.

If wind speeds move alternately above and below 14 meters per second, for the determination of the number of times the excess applies, the period from the moment the wind speed is 14 meters per second for the first time to the beginning of a period of at least 24 consecutive hours within which the wind speed has been 10 meters per second or less, shall be considered a single event.

Acts of war

1. Armed conflict: any situation in which states or other organized parties fight each other, or the one the other, with the use of military force. Armed conflict is also understood to mean armed action of a United Nations Peacekeeping Force.
2. Civil war: a more or less organised armed struggle between inhabitants of the same state, in which an important part of the inhabitants of that state is involved.
3. Insurrection: organised violent resistance within a state directed against the public authorities.
4. Civil commotion: more or less organised violent acts occurring in different places within a state.
5. Riot: a more or less organised local violent movement directed against the public authorities.
6. Mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort.

Nuclear reactions

Every nuclear reaction in which energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity, regardless of how the reaction originated.

Vandalism

The deliberate damage, destruction and/or causing destruction, including but not limited to, the application of graffiti.

The definitions of explosion and acts of war have been filed at the Registry of the Court in The Hague by the Dutch Association of Insurers.