



Riwal Poland Sp. z o.o.
ul. Opoczyńska 10b
96-200 Rawa Mazowiecka
NIP: PL 727-27-26-737
BDO: 000073802

Tel. +48 46 895 13 63
Fax. +48 46 814 01 90
info-pl@riwal.com
www.riwal.com

GENERAL TERMS AND CONDITIONS OF RIWAL PREMIUM POLICY WITH REDUCTION FRANCHISE 1500 €;

Version of 01.02.2020
§ 1. INITIAL PROVISIONS

1. These general conditions for the participation of the Rentee in the insurance of Riwal machines, hereinafter referred to as the PREMIUM RIWAL Policy, apply to machines and forklifts issued on the basis of signed Rental Agreements concluded between RIWAL Poland Sp. z o.o. ul. Opoczyńska 10B, 96-200 Rawa Mazowiecka, tax ID 727-27-26-737 (hereinafter referred to as RIWAL) and the Rentees.
2. The agreement sets out the conditions under which the Rentee participates in the costs of insuring the machines included in the RIWAL offer. Commercial conditions regarding the amount of fees incurred by the Rentee are contained on the form of the Rental Agreement, which, accepted for implementation and initialed by both parties, confirm the conclusion of the Rental Agreement and Riwal Policy.
3. The conclusion of the agreement terms of the RIWAL Policy takes place through the conclusion of the Rental Agreement for machines if the order includes an additional fee under the RIWAL Policy.
4. The conclusion of the agreement results in a reduction of the Rentee's liability towards RIWAL (according to the provisions of the GTC) in cases of destruction or/and theft of machines rented and delivered to the Rentee at the workplace in accordance with the delivery protocol for a given Order.

§ 2. DEFINITIONS

For the purposes of RIWAL Premium Policy, the terms used below mean:

1. **Machines** – machines and devices used by the Rentee under the rental agreement, issued in a protocol with a Transfer document and performing their work by an authorized operator (e.g. mobile platforms, telescopic loaders, etc.). For the purposes of this policy, control panels are not considered part of the machine machinery.
2. **Equipment and accessories** – auxiliary technical devices issued together with construction machines, with a transfer protocol (e.g. accessories for telescopic loaders).
3. **Rentee** – legal person, an organizational unit that is not a legal person or a natural person conducting business activity, which concluded a rental agreement with Riwal.
4. **Damage** – costs of replacing a lost machine or costs of repairing a destroyed or damaged machine that do not exceed the actual value of the machine as at the date of creation.
5. **Theft, burglary** – the takeover of machines or their parts for the purpose of appropriation, which the perpetrator made from the place of insurance or from a closed means of transport, after removing by means of force and tools the required anti-theft workplace, machine security or opening the security with an original key, which he obtained by burglary with another object or as a result of robbery,
6. **Robbery** the takeover of machines or their parts for the purpose of appropriation, carried out by the use of physical violence or the threat of immediate use of such violence against the Rentee or a person authorized by them, operating the machine or supervising it, or as a result of causing that person's unconsciousness or vulnerability,
7. **Own contribution** – the amount of damage specified in the Riwal Premium Policy to which the Rentee is liable towards RIWAL.
8. **Place of work:** closed storage facilities, both permanent and temporary, owned and operated by Rentees, sites (including construction sites on which machines are located, in accordance with the contracts for the performance of works and supplies) belonging to or used by Tenants, areas where works are carried out by Tenants (places of work for natural persons), stations, stopping places and other places related to the business activity conducted by the Rentee, as well as routes for machines traveling to and from the workplace.
9. **Place of work** – illuminated at night, permanently fenced area, with a gate secured in such a way that unauthorized access, entry or exit is impossible, or the area under constant physical supervision. In relation to linear works (e.g. works on tracks or on road sections), a reservation regarding the requirement of fencing the area is not obligatory, but instead it is required, as an obligatory minimum, to have physical supervision during non-working time of the subject of insurance (e.g. non-working days).
10. **Closed facility** - container, warehouse facility, building or part of it or other structure located on the construction site or in another location, used only by the Rentee, in which the items of the machine and accessories are stored, equipped with a multi-latch lock or a padlock, door and having secured (glazed or barred) windows and other external openings,
11. **Anti-theft protections for machines** – the constructively foreseen and technically efficient, closed safety devices preventing unauthorized persons from using machines without first overcoming the protections using force and tools (in the case of key switch machines, closing the operator's cabs),
12. **Supervision** - 24-hour security provided by at least one adult designated for this purpose from among the Rentee's staff or by employees of the licensed security company for persons and property employed by the Rentee. An equivalent protection (in exchange of physical supervision) is the connection of the facility and the area where the machines and accessories are located to the monitoring system of the property protection agency employed by the Rentee.

§ 3. MACHINES SUBJECT TO THE RIWAL Premium POLICY

1. The RIWAL Premium policy covers machines being in the current RIWAL offer and made available to the Rentee under a rental agreement.
2. The machines are covered by the RIWAL Premium Policy provided that they are technically sound and meet all formal and legal requirements.
3. The RIWAL Premium policy covers machines made available to the Rentee during work or standstill or moving in accordance with the manufacturer's instructions.

§ 4. PLACE OF WORK

1. The RIWAL Premium policy applies to the places of work of the machine, locations indicated by the Rentee in the rental agreement.
2. The RIWAL Premium policy covers machines on the territory of the Republic of Poland.
3. For an additional premium, the coverage of RIWAL Premium Policy may be extended to the EU.
4. The location may be changed in accordance with the GTC LTR/STR RIWAL - only with the written consent of RIWAL under pain of nullity of Riwal Premium Policy.

§ 5. PERIOD OF VALIDITY

1. The RIWAL Premium policy is valid from the time of the official handover of the machines to the Rentee till the moment of the official acceptance of the machines by RIWAL.
2. An additional fee under the RIWAL Premium Policy is charged in the amount specified on the rental agreement for each of the machines issued to the Rentee.
3. An additional fee for participation in insurance costs (RIWAL Premium Policy) is charged for each day from the day of issuing the machine to the Rentee to the day of the end of the rental in accordance with GTC LTR/STR RIWAL.
4. RIWAL Premium policy does not cover damage arising from the day of the end of the rental to the time of protocol acceptance of the machine (the machine should be secured until it is received by RIWAL).
5. The RIWAL Premium policy covers machines with an identification (fleet) factory number, assigned to the given rental agreement and specified in the delivery report.

§ 6. DAMAGE AMOUNT DETERMINATION

1. The valuation of the repair costs takes place after the examination and the valuation made by a representative of RIWAL or an external company entrusted with the performance of the valuation by RIWAL.
2. The cost estimate of the damage is presented to the Rentee's knowledge in writing within 10 business days from the time the damage was reported. In justified cases - e.g. specialist valuation or waiting for the valuation of parts by the manufacturer, this period may be extended.
3. The Rentee's own contribution specified in the RIWAL Premium Policy shall be deducted from the value of the calculated costs of repair (restoration).
4. The Rentee is obliged to pay the amount being a deductible based on an accounting note issued by RIWAL.

§ 7. CIRCUMSTANCES OF DAMAGE

1. RIWAL is obliged to inform the Rentee within 10 working days of the notification of damage about the method of recognizing the damage under RIWAL Premium Policy.
2. The Rentee is obliged to forward all circumstances of the damage known at the time of occurrence and obtained at a later date.
3. The Rentee is obliged to secure the possibility of claiming damages against persons responsible for the damage and to provide RIWAL with all assistance by providing information and other documents necessary to effectively pursue recourse claims against the perpetrator.
4. In the event of obtaining information about lost or stolen items, the Rentee is obliged to immediately notify the police and RIWAL and participate in activities aimed at identifying and recovering these items.
5. RIWAL, in the event of returning lost items covered by the Policy, is obliged to take them back. RIWAL is not obliged to return the Rentee's own contribution.

§ 8. MACHINES' STORAGE CONDITIONS

1. Machines that cannot be placed in a closed facility, e.g. due to their size, are allowed to be stored at the construction site or in another location specified in the Order as a workplace. such machines must be supervised by the Rentee.
2. With regard to machine accessories - they must be kept indoors.
3. The machines must be protected against theft in accordance with the specification and technical capabilities - e.g. by closing the operator's cabin, disconnecting the control panel for the time of parking, blocking the function and taking the ignition key under pain of nullity of RIWAL Premium Policy.

§ 9. REPORTING DAMAGE AND DESTRUCTION

1. The Rentee is obliged to inform RIWAL each time about the occurrence of damage (destruction or theft of machines or its components) in compliance with the given conditions:
 - a) All damage arising during the rental period should be reported to RIWAL immediately, no later than within 24 hours of the damage occurrence or becoming aware of the damage, specifying the type and extent of damage. If the information is provided orally, the Rentee is obliged to confirm it in writing or by e-mail within 3 days *RIWAL POLAND SP. z o.o. ul. Opoczyńska 10B, 96-200 Rawa Mazowiecka e-mail: uszkodzenia@riwal.com; info-pl@riwal.com*. Lack of such notification entitles Riwal to the possibility of not accepting the notification and charging the customer with the full amount of damage.
 - b) Written damage reporting is made on print - Damage Reporting Protocol - to be downloaded from the RIWAL website.
 - c) Immediately notify the Police of any damage that may result from crime (including burglary or robbery).
 - d) Failure to do so may result in the RIWAL Premium Policy being void, especially if it had an impact on the determination of the circumstances of the event or as a result of failure to report has exposed RIWAL to additional losses.
 - e) Without making any changes, leave the place of damage until its examination by a RIWAL representative or a designated representative, unless the change is necessary to secure the property remaining after the damage or to reduce the damage. RIWAL may not invoke this prohibition if they have not commenced cost estimation of damage within 5 business days from the date of receipt of a written notification of the occurrence of damage.

§ 10. SCOPE OF RIWAL PREMIUM POLICY - EXCLUSION OF RENTEE'S LIABILITY

1. RIWAL reduces the Rentee's liability for damages during the rental period of the machine: in case of sudden, unforeseen damage to machines resulting from reasons beyond the will of the Rentee and RIWAL, unless they arise for any reason expressly excluded from the scope of RIWAL Premium Policy or through failure to comply with the conditions resulting from the RIWAL Premium Policy and GTC LTR/STR RIWAL.

Riwal Poland Sp. z o.o. z siedzibą w Rawie Mazowieckiej, ul. Opoczyńska 10b; NIP 727-27-26-737 z kapitałem zakładowym 50.500 złotych w całości wpłaconym, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy dla Łódź-Śródmieście, XX Wydział Gospodarczy, pod numerem KRS 0000309251

Ponad wszystko. Riwal



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2. The damages referred to in par. 1, for which RIWAL releases the Rentee from liability in accordance with the terms of the RIWAL Premium Policy include, for example, damage caused by:
 - a) Errors in the operation of machinery causing e.g. collisions with other machines on the construction site, falling into the excavation and falling over of the machine,
 - b) Flood, heavy rain, wind (e.g. hurricane), direct lightning, hail, landslide and avalanche,
 - c) Burglary, robbery,
 - d) Destruction by third parties,
 - e) Fire, explosion, fall of an aircraft, flooding by getting out of water or other liquids located at the place of insurance.

§ 11. EXCLUSIONS FROM THE SCOPE OF RIWAL PREMIUM POLICY

Under the RIWAL Premium Policy, RIWAL is not liable for damage to the machines resulting from:

1. All kinds of war, internal unrest, riots, sabotage, acts of terrorism, strike, lockout, planned or implemented by the plant owner for the liquidation of the plant or workplaces,
2. Confiscation or seizure of insured machines by the owner or authorities,
3. Any nuclear reaction, nuclear radiation or radioactive contamination,
4. Rentee's willful misconduct or gross negligence, while the Rentee's willful misconduct or gross negligence should be understood as misconduct:
 - a) in state-owned enterprises - a director or his deputies,
 - b) in limited liability companies and joint-stock companies - members of the management board or proxies,
 - c) in limited partnerships and limited joint-stock partnerships - general partners or proxies,
 - d) in general partnerships - partners or proxies,
 - e) in partner companies - partners or members of the management board or proxies,
 - f) in civil law partnerships - partners,
 - g) in cooperatives, foundations and associations - members of the board or other persons indicated in the additional provisions.
5. Defects or faults existing before the start of using machines and known to the Rentee or its employees, especially if they have not been reported to RIWAL.
6. Damage caused by earthquake, volcanic eruption and tsunamis.
7. Damage to all types of consumables, e.g. oils, greases, fuels, refrigerants, coolants, etc. This also applies to damage caused by leaks due to machine failure.
8. Damage to replaceable machine components subject to wear during normal operation, which due to their purpose and nature are subject to rapid wear, e.g. tires and rubber wheels, batteries, hydraulic hoses, etc.; unless the damage is a direct consequence of damage to the machine.
9. Damage during transport of machines resulting from:
 - a) the accident of the means of transport (transport provided by the Rentee), if the accident was caused by its poor technical condition or if the driver was under the influence of alcohol, drugs or other intoxicants,
 - b) improper loading, securing, placement on the means of transport or packaging that does not comply with applicable standards,
10. Damages caused by the theft of machines, with the exception of theft with burglary and robbery or their attempts, for which RIWAL is responsible under the RIWAL Premium Policy,
11. Damage caused by theft, burglary or robbery of dismantled machine control panels,
12. Damage caused by disappearance and damage discovered only during the inventory or routine inspections,
13. Damage resulting from actions or omissions of the Rentee's employees under the influence of alcohol, drugs or other intoxicants,
14. Damage caused as a result of using machines by persons who do not have the required permissions, specified in relevant provisions, and also if the machine was used contrary to applicable regulations or intended use,
15. Damage resulting from the operation of a non-operational machine, or the operation of the machine not in accordance with the operating instructions,
16. All types of ecological damage consisting in environmental pollution as a result of damage to rented machines;
17. Any indirect damages or losses (e.g. contractual penalties).

§ 12. OWN SHARE

1. The Rentee's own share in the damage, which is covered by the scope specified in the RIWAL Premium Policy, is €1500 net (say seven hundred and fifty euros net) of each reported damage.
2. The own share applies to each of the machines separately. The Rentee is charged with own share in the damage. In the event of a claim not being subject to the RIWAL Premium Policy, the Rentee will be charged the amount resulting from the GTC LTR/STR RIWAL.
3. In case of arrears with the rental invoices of a given Order, the machines are excluded from the provisions of the RIWAL Premium Policy. If the Rentee reports the occurrence of damage subject to the RIWAL Premium Policy, he is obliged to immediately settle the amounts due for the given lease agreement under pain of immediate termination of the RIWAL Premium Policy (immediate return of the machine) and charging the Rentee the full amount of damage removal resulting from the GTC LTR/STR RIWAL.

Note: cases of loss, theft or stealing of the machine control panels are not included in the RIWAL Premium Policy.

§ 13 FINAL PROVISIONS

1. GENERAL TERMS AND CONDITIONS OF RIWAL PREMIUM POLICY WITH REDUCTION FRANCHISE of 1500 € were presented to the Rentee and constitute an integral part of the Rental Agreement and GTC LTR/STR RIWAL.
2. In matters not covered by this agreement, the provisions of the Civil Code and other legal provisions shall apply. All changes and additions to the document and individual documents must be in writing. All disputes arising from these provisions will be settled by a common court competent for the seat of the Rentor.

Signature of the Rentee