

General Rental Terms and Conditions – South Trading B.V.

Article 1 – Ownership

All trailers rented out by South Trading B.V. remain at all times the property of South Trading B.V. The renter only obtains the right of temporary use.

Article 2 – Acceptance

Upon delivery the renter declares that the trailer is in good condition and suitable for use. Upon termination of the rental period the trailer must be returned in the same condition as received, normal wear and tear excepted.

Article 3 – Use

The renter must use the trailer carefully in accordance with its nature and intended purpose and must adequately secure the trailer.

Article 4 – Transfer

The renter is not permitted to sell, pledge, rent out or otherwise transfer the trailer to third parties without the prior written consent of South Trading B.V.

Article 5 – Illegal use

Use of the trailer for illegal activities is prohibited. All consequences of such use, including seizure or confiscation, are entirely at the renter's expense and risk.

Article 6 – Insurance of towing vehicle

The renter must ensure that the towing vehicle used with the trailer is properly insured and complies with all legal requirements.

Article 7 – Payment

Invoices must be paid within the agreed payment term. In case of exceeding this term the renter will be in default by operation of law and South Trading B.V. is entitled to terminate the agreement and repossess the trailer.

Article 8 – Rate in case of late payment

The agreed rental rate may include a discount for timely payment. If payment is not made within the agreed payment term this discount automatically lapses and the standard rate of €35 per day will apply, unless agreed otherwise in writing. South Trading B.V. is entitled to adjust the invoices accordingly. As long as outstanding invoices have not been paid in full, this standard rate will also apply to all ongoing and future rental periods.

Article 9 – Suspension of use

If the renter fails to meet payment obligations or otherwise fails to comply with the agreement, South Trading B.V. is entitled to immediately suspend the use of the trailer and demand its immediate return. From that moment the renter is no longer permitted to use or move the trailer other than for the purpose of returning it to South Trading B.V.

Article 10 – Repossession of trailer

If the renter fails to meet his obligations or does not return the trailer upon first request, South Trading B.V. is entitled to repossess the trailer. All related costs, including transport, tracing, recovery, storage and legal costs, are entirely at the renter's expense.

The renter acknowledges that the trailer always remains the property of South Trading B.V. and undertakes to immediately surrender the trailer upon first request. Failure to return the trailer after such request will be considered unlawful possession.

Article 11 – Failure to return

If the trailer is not returned immediately after termination of the agreement, the renter will be charged a compensation of €100 per day for the unavailability of the trailer, without prejudice to the right of South Trading B.V. to claim additional damages and costs.

Article 12 – International use

The renter remains fully responsible for the trailer regardless of the country in which it is located. Use outside the European Union is only permitted with prior written consent of South Trading B.V. The renter is not allowed to permanently bring the trailer outside the European Union or export it without prior written consent of South Trading B.V.

Article 13 – Damage, loss and theft

The renter is fully liable for any damage, loss or theft of the trailer during the rental period.

Article 14 – Insurance

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The trailer is insured by South Trading B.V. against theft. This insurance does not release the renter from liability for damage or costs not covered by the insurance.

Article 15 – Deductible

If damage is caused by the renter or when no identifiable third party is involved, a deductible of €1,250 per incident applies.

Article 16 – Tires

Tire blowouts and punctures are entirely at the renter's expense. The renter must regularly check the tires and present the trailer to South Trading B.V. for inspection or replacement if wear or unsafe conditions occur.

Article 17 – Damage and documents

Damage must be reported immediately to South Trading B.V. and recorded on a damage report form. In case of loss or damage of the registration certificate, €75 will be charged.

Article 18 – Inspection

The renter must regularly inspect the trailer. Wheel nuts must be checked at least every 14 days and additionally during extreme temperatures.

Article 19 – Maintenance and inspection

South Trading B.V. performs regular maintenance and periodic inspections. Defects must be reported immediately. The renter must make the trailer available empty and as soon as possible at South Trading B.V. for inspection or repair.

If South Trading B.V. recalls the trailer for maintenance, inspection, testing or recall actions, the renter must comply with this request. For periodic inspection the trailer must be presented to South Trading B.V. no later than one working day before the expiry date. Costs and damage resulting from non-compliance are entirely at the renter's expense.

Article 20 – Rental period

The rental is calculated per day, week or month. Per rental period a minimum of 5 working days will be charged unless agreed otherwise in writing.

The rental agreement is concluded for an indefinite period. South Trading B.V. is entitled to recall the trailer at any time for maintenance, inspection or testing. The renter is obliged to make the trailer available upon first request.

The rental will end no later than the date on which the trailer must undergo its next mandatory inspection according to the law, unless agreed otherwise in writing.

Article 21 – Early return

In case of early return after collection the following costs will be charged: 0–7 days €150 or 8–14 days €75. This does not apply if a shorter rental period was agreed in advance.

Article 22 – Seizure

All consequences of seizure or immobilization of the trailer by authorities are entirely at the renter's expense and risk.

Article 23 – Fines and indemnification

The renter indemnifies South Trading B.V. against all claims from third parties including fines, toll charges and damage claims. These costs will be fully charged to the renter. South Trading B.V. is entitled to charge administrative costs for this.

Article 24 – Tracing and recovery

South Trading B.V. has the right to locate and recover the trailer if the renter fails to meet his obligations. All costs for tracing, recovery or repatriation will be borne by the renter.

The renter is obliged, upon first request of South Trading B.V., to provide the current location of the trailer and to cooperate with inspection, control or repossession of the trailer.

South Trading B.V. is entitled to locate the trailer by means of tracking or other technical methods.

Article 25 – Bankruptcy

In the event of bankruptcy, suspension of payment or insolvency of the renter, South Trading B.V. may terminate the agreement immediately and repossess the trailer.

Article 26 – Applicable law

All agreements with South Trading B.V. are exclusively governed by Dutch law. Disputes will be submitted to the competent court in the Netherlands.

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