<u>Separate Agreement between the Bureaux of Denmark, Finland, Norway</u> and Sweden

The bureaux of Denmark, Finland, Norway and Sweden, members of the Council of Bureaux, hereby undertake to abide by the mandatory provisions of the Internal Regulations adopted by the General Assembly of the Council of Bureaux on 30th May 2002 as well as to abide by the following separately agreed provisions. The separately agreed provisions shall also apply to any subsequent amendment of the said Internal Regulations.

In order to assist the movement of motor vehicles between the countries mentioned, the parties have agreed the following:

§ 1. Each party is liable under the second paragraph of this section for loss or injury arising from accidents in another party's homeland involving any motor vehicle entering that country which is registered or otherwise based in the homeland of the first-mentioned party.

The liability, which applies from entry into the country and until the vehicle is registered or otherwise becomes based in the country of sojourn or is taken out of the country again, is determined by the legislation governing compulsory third party motor insurance for motor vehicles in the country mentioned.

- § 2. Each party assumes responsibility for guaranteeing performance of the other party's obligations under § 1, which the authorities in the homeland of the first-mentioned party require in order that all motor vehicles registered or otherwise based in the other country shall be considered to be duly insured against third party risks.
- § 3. In the case that two parties are unable to agree on which of them is ultimately liable for the loss or injury arising from an accident involving a vehicle or vehicles in a particular case, it is the duty of the two parties that are not involved in the dispute to decide together and with binding effect for the contending parties which of the said parties is liable for the loss or injury. The parties which shall resolve the dispute shall themselves determine the procedure for making their decision.

If the parties just mentioned are unable to agree on a decision, the dispute shall be resolved pursuant to Article 19 of the Internal Regulations.

The parties to this agreement authorise one another to accept service of any judicial or extrajudicial process likely to lead to the payment of

damages or to settle amicably any claim arising out of accidents within the context of the Internal Regulations.

This agreement is concluded for an unlimited period. However, each party may terminate it at twelve months' notice. Notice of termination shall be given simultaneously to the other parties to the agreement and to the Secretary General of the Council of Bureaux.

It is further agreed that this agreement shall be terminated or suspended automatically if any party ceases to be a Member of the Council of Bureaux or is suspended from membership thereof.

The date of entry into force of this agreement will be communicated to the parties by the Secretary General of the Council of Bureaux after receipt of a copy of the agreement signed by all four parties.

Stockholm, 31st October 2006

DANSK FORENING FOR INTERNATIONAL MOTORKØRETØJSFORSIKRING

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