



## RENTAL TERMS & CONDITIONS

General conditions for renting equipment

### 1. General terms & conditions

The person requesting the service(s) is hereinafter referred to as the client, and the person presenting the requested service(s) is referred to as the supplier.

These rental conditions apply to all rental agreements and services presented by the supplier and received by the client. Furthermore, the supplier's latest price list as well as written offers and the order confirmations received by the client apply. The documents are valid in the order mentioned. Deviations are only valid if they have been approved in writing for the individual task.

The client's own conditions, such as sales and delivery conditions, rental conditions, etc., cannot be enforced against the supplier.

### 2. Supplier's services and settlement thereof

The supplier's services can be calculated separately for equipment and wages, according to the supplier's latest price list, or offer, and can include:

- Rental of cranes, trucks, forklifts, and other equipment, including steel plates and support equipment
- Operation of the rented equipment
- Transport between the supplier's depots and place of use and return
- Assembly, reassembly, and disassembly
- Repair and cleaning
- Supplementary insurance
- Technical support

### 3. Client's duties

It is the client's responsibility to ensure that cranes and auxiliary equipment can be transported at the construction site, on durable roads and erected on stable ground.

The supplier does not take responsibility for damage to the construction sites access roads, pavements or underground facilities and installations, etc.

Additional services, such as roadblocks, access roads/locations and so on, notifications to and, obtaining permits from authorities and oversight, are performed by the client at the client's expense, unless otherwise agreed. Waiting time due to deficiencies is charged to the client.

The client may not directly or indirectly contribute to the rented being used in excess to its prescribed limitations and use, just as the client, where the client or client's employees participate in/at the performance of parts of the work operations, is responsible for these being carried out, in accordance with the provisions of the Working Environment Act.

The client is also obliged to provide welfare measures for the supplier's crew on the construction site in accordance with the rules issued pursuant to the Working Environment Act. In the event of the client's violation of the said rules regarding the supplier's crew, the supplier reserves the right to invoice incurred expenses for damages, fines, and penalties.

When renting out equipment without a supplier operator, the client or a representative of the client must be present at the rental address upon arrival of the equipment, so that any instructions can be given. The client may not take equipment into use until the supplier has declared the equipment ready for use.

The equipment may only be used for the purpose(s) and the load stated in the order confirmation/operating instructions.

The client is obliged to ensure and is responsible for the rented being used in a proper and statutory manner, to submit notifications to authorities and oversight, to obtain all necessary permits, that the equipment is only operated by trained personnel, that the operating and load regulations are complied with, and that the material is not subjected to abuse of any kind.

During the rental period, the client is obliged to carry out safety and operational maintenance of the equipment, such as checking the fluid level of batteries, charging batteries, lubrication, etc. as well as keeping the equipment clean.

Only the lubricants and oils prescribed by the supplier may be used. The client is responsible for any damage to the rented property during the rental period. Repairs to the supplier's equipment may only be carried out by the supplier or by a technician appointed by the supplier and only by prior agreement. The supplier is not liable for repairs that the client has nevertheless had made during the lease. The supplier's staff must always have unhindered access - but not the duty - to inspect the rented equipment.

The client has a duty to hand over the rented property in the same condition (incl. cleaning and maintenance) as it was received. Any subsequent cleaning, repair and rent for the time spent here is at the client's expense.

Rental, lending, or other transfer to third parties or transfer of equipment to another construction site may not take place without the supplier's prior written approval.

#### **4. Liability and insurance**

The client bears sole responsibility to himself, third parties and the supplier in respect of damages not caused by defects or deficiencies on the part of the supplier. The client is thus responsible for, among other things, damage to property, objects, persons, and equipment that follows of incorrect weight indications or incorrect information regarding load capacity of the ground/pavement, incorrect or deficient descriptions of the conditions at the construction site, and/or the other conditions under which the equipment is to be used. The client bears the risk of damage to the access roads of the construction site, surface pavements, underground facilities, installations, etc., unless the client has indicated access and installation points to and at the construction site that would otherwise prevent such damage.

The supplier does not assume the risk of operating losses of any kind, capital losses, other indirect losses, or consequential damages, regardless of whether such losses/damages could be attributed to the rented equipment. This also applies in the event of errors occurring on the rented equipment during work. This also applies to machine damage, work stoppages and delays due to war, fire, strikes of any kind, lockouts, government interventions or public orders, including orders from the Danish Working Environment Authority, precipitation, low temperature, wind or other weather that completely or partially stops the operation.

The supplier fire insures the rented equipment at his own expense.

The supplier has taken out liability insurance against the liability that the supplier may incur under Danish law to impose damage to third party property (property damage).

The insurance covers the damages caused by one and the same event by up to DKK 1,500,000.00. Exempt from this insurance are goods lifted in conjunction with cranes that do not belong to the supplier.

The supplier assumes no responsibility and no risk in addition to this amount, which is why it is the client's responsibility if the responsibility and risk exceeds this amount, to take out supplementary insurance. However, the insurance does not cover damage caused to aerial vehicles.

As the supplier has not taken out insurance that covers damage to computer systems, the rented equipment may not be used in connection with these. If the client does not respect this, the supplier disclaims any responsibility for damages to such objects. When lifting the mentioned objects, separate insurance must be taken out.

Should the supplier be held liable to third parties, the client is obliged to hold the supplier indemnified for any liability that goes beyond what the client under the present rental conditions could assert against the supplier.

Goods lifted by cranes are covered by the supplier's lifting insurance, and the supplier assumes responsibility with up to DKK 1,500,000.00 pr. work operation/lifting, provided the damage is due to liability-causing errors on the part of the supplier.

For lifting values above DKK 1,500,000.00, it is the client's responsibility to take out supplementary lifting insurance through the supplier, whereby any damages due to errors or defects on the part of the supplier are covered.

It is a condition for liability (in addition to DKK 1,500,000.00) that the supplier's order confirmation states that insurance is taken out, the value of the burden and the size of the premium.

Goods hooked by the client or a third party, or any application made by them, the client is liable for damages on the hooked goods, including equipment, as well as damage to third parties and/or property.

The supplier in no way assumes responsibility for damage caused by the client's or third party's attachment or attachments directed by these.

#### **5. Offers and prices**

All price information, estimates, offers and orders are exclusive of value added tax (VAT, etc.) and environmental contributions. Rental prices are listed on the rental price list in force at any given time. For any offer, estimate or price information provided by supplier, the present "General Rental Conditions for Renting Equipment" apply.

Any offer, estimate or price information is valid for a maximum of 3 (three) weeks and is always submitted subject to intermediate rent.

For confirmed orders, reservations are made for typing errors, price increases in the event of government intervention or public orders.

All offers are conditional on the necessary permits being issued by authorities and oversights.

#### **6. Term and termination of the lease**

The supplier has the right to terminate the lease without notice, including canceling lease agreements for later execution and in case of the client's bankruptcy or suspension of payments to release/take down and pick up/assemble the equipment, at the client's expense, if the obligations set out in these conditions are not complied with by the client, or if payment is not complied with by the client, or if payment is not received on time. In that case, the supplier can by his own measure remove the rented from the construction site and all expenses herewith (incl. transport) must be paid by the client.

The supplier has the right to terminate the lease with 4 weeks notice, unless otherwise stated in the lease. The client cannot expect to rent the equipment beyond the agreed rental period.

Current legislation in Denmark sometimes prohibits the transport of heavy transports, including mobile cranes. If curfew, or other statutory restrictions are introduced, delivery and cancellation of equipment will not be possible in the period when the curfew rules prohibit the transport of heavy transports, including mobile cranes.

#### **7. Invoicing and payment**

After the end of the lease, or - for leases of longer duration - at the end of each week/month, the supplier forwards a lease invoice, which is immediately due for payment, unless otherwise agreed.

Any late or non-payment is considered to be a breach of these terms and conditions. By paying later than the last timely payment date, according to the invoice in question, accrual of interest begins with 2% pr. commenced month until payment is made. Such charges of interest do not imply the due date postponed.

The supplier may require advance payment of rent and payment of deposit or other security for payment of the rental service.

Any disagreements/disputes between the client and supplier or any counterclaims on the part of the client, do not justify the client to omit timely payment of the invoiced amount.

The supplier reserves the right to invoice the booked rental period if cancellation does not occur so early that re-rental to other side is possible.

When cancelling, notification must be given at least 24 hours in advance of rental start, otherwise 8 hours will be invoiced. If the rental period is during a weekend a minimum of 4 hours will be invoiced.

Cease of operations or cancellation due to inclement weather is settled with 50% of the planned rent.

For rentals that extend over more than 2 days, all intermediate days are invoiced with a minimum of 8 hours.

#### **8. Force majeure**

In the event that fulfilment of the agreement is prevented, made impossible or becomes an unreasonable burden for one of the parties, due to exceptional circumstances which the hindered part cannot mitigate or should have provided, including but not limited to; war, strike, lockouts, accidents, fire, natural disasters, government injunctions or prohibitions, new or amended legislation, riots or civil unrest, exchange restrictions, reductions in the supply of goods or fuel.

Due to the above or similar circumstances, the parties have the right to invoke the circumstances as a basis for release of the agreement.

The above circumstances can only be invoked if the impact on the fulfilment of the agreement could not be foreseen at the conclusion of the agreement.

A party invoking force majeure must, without undue delay, inform the other party in writing, specifying the impact the incident has on the fulfilment of the agreement, including how the incident is expected to affect the agreement as well proposals for remedial action.

The parties each bear their own costs and bear their own losses as a result of force majeure.

The client can therefore under no circumstances impose any kind of liability on the supplier or demand compensation for delay in the supplier's service.

In the event that a force majeure event prevents the fulfilment of essential parts of the agreement for more than 30 days, the party that is not prevented by the force majeure event is entitled to terminate the agreement by 14 days written notice without giving rise to any claim between the parties.

**9. GDPR - data processing and storage**

Processing and storage of data is done properly and in accordance with the current data protection regulation.

By entering into an agreement, the client consent that the supplier handle the categories of information that are relevant to that the supplier must be able to provide the requested service.

Due to the Accounting Act, data is stored for 5 years after the termination of the customer relationship, after which they are deleted.

However, data are always deleted when they are no longer relevant to the purpose for which they were collected or if the client's consent is withdrawn before an actual agreement has been entered into.

**10. Confidentiality**

Confidentiality and trust are crucial for good cooperation, which is why there is a requirement for mutual confidentiality, between the parties. This confidentiality implies that all information received from or about the supplier or client is treated confidentially.

**11. Law and Venue**

Any agreement with supplier is subject to Danish law.

Any dispute between supplier and client is settled by the supplier's law venue.