

## Rental terms

### 1. Applicability

- 1.1 These general rental conditions are applicable to the rental of equipment, construction machinery, and vehicles (without driver). Amendments to the terms must be made in writing.

### 2. The rented equipment

- 2.1 The rental object shall be delivered and returned to the rental company's depot. The rental object is considered returned when a return-note has been issued.
- 2.2 Upon collection, the rented equipment shall be in working order and fitted with the necessary protective and safety devices.
- 2.3. The rental company shall upon request provide instructions for the use, inspection, and care of the rented equipment. If the customer so requests, these instructions shall be provided in writing.
- 2.4 It falls to the customer promptly after receiving the rented equipment to carry out all necessary inspection and examination of said equipment before it is used. Any adverse findings concerning the rented equipment or the instructions shall, in order to be valid, be made in writing and communicated to the service provider as soon as possible, although no later than one week after the rented equipment has been collected by the customer or on behalf of the customer. If no adverse findings are made within the specified time, the rented equipment is considered to have been received in good condition and repair.
- 2.5 Upon return, the rented equipment shall be clean and, allowing for normal wear and tear, in good condition. If this is not the case, the service provider is entitled to conduct the necessary cleaning and repairs at the customer's expense. Repairs due to abnormal wear and tear are conducted at the customer's expense.
- 2.6 The service provider is responsible for mandatory inspections of the rented equipment. The customer shall, however, arrange and pay for inspections after installation at the worksite. The service provider is entitled, following prior notification, to carry out mandatory inspections of the rented equipment at the worksite during normal working hours.
- 2.7 Transport to and from the workshop or place of inspection during the rental period is paid for by the customer.
- 2.8 Special provisions concerning portable buildings: see general installation and dismantling terms for portable buildings.

### **3. Use**

- 3.1 The rented equipment may only be used for such purposes and under such working conditions for which it is intended. The rented equipment may not be used in breach of these terms or in ways that risk impacting the service provider's rights of ownership. The customer may not mark the equipment or otherwise modify its identification, the written instructions, or the like.
- 3.2 The rented equipment may not, without special written permission from the service provider, be transferred to or used by anyone other than the customer.
- 3.3 The customer shall be responsible for the inspection, maintenance, and storage of the rented equipment. In addition to paying for fuels and lubricants, the customer shall also arrange and pay for the replacement of consumable items. The service provider does, however, pay for any necessary lubricants and coolants in conjunction with the regular servicing of the equipment.
- 3.4 Any alterations that modify the machinery, its construction, or its function are not to be made.
- 3.5 The cost of tires, related parts and labor is included in the rental price (with the exception of tires considered winter equipment). In the event of direct damage or abnormal wear and tear, the customer will be charged the cost of a new tire.

### **4. Rental period**

- 4.1 For equipment rented on an annual basis, a rental period of at least 12 months applies.
- 4.2 The rental period is calculated from the date the rented equipment is made available for collection as per the parties' agreement until the date the rented equipment is returned in accordance with Section 2.1.
- 4.3 The rented equipment is provided for use in a single shift of no more than eight hours unless otherwise agreed. The customer shall immediately notify the service provider of any change in use, such as for extended shifts or multiple shifts.
- 4.4 For equipment rented on an annual basis, notice of termination shall be provided no later than 3 months before the end of the current one-year period, as per Sections 4.1 and 4.2. If such notice is not provided, the contract for equipment rented on an annual basis runs thereafter until further notice with a mutual period of notice of 3 months. Notice shall always be provided in writing.

### **5. Compensation**

- 5.1 Rent will be charged for the rented equipment on each rental occasion as per the current price list. The applicable billing items are daily rent, annual rent, calendar day rent, shift surcharge and basic rent.
- 5.2 The agreed daily rent is the rental price per piece of equipment per day. The full daily rate is charged for part of the day. If the equipment is used for more than one work shift of eight hours, the shift surcharge will be charged as per the current price list. No rent is paid for Saturdays, Sundays, and public

holidays on which no work is conducted. For certain specified equipment, rent is charged per calendar day or per year as per the current price list. Rent is, however, charged for all rented equipment during the summer vacation period and any other similar vacation periods.

- 5.3 Where government fees are due (e.g., congestion charges), Arento AB charges an administration fee of 20% but no more than SEK 100.
- 5.4 Accessories are charged separately, as are costs for any requisite decontamination.
- 5.5 No rent is payable for downtime and stoppages for which the service provider is responsible.
- 5.6 Agreed rents are subject to sales tax.
- 5.7. Invoices shall be paid no later than the due date specified on the invoice. The service provider is entitled to charge an invoice handling fee of SEK 50 per invoice. Interest is payable on overdue payments in accordance with the applicable interest legislation, which currently stipulates a reference rate of +8% and a statutory reminder fee.
- 5.8 When entering into the contract, the service provider is entitled to request that the customer provide security in an amount corresponding to the replacement cost of the rented equipment.

## **6. Responsibility**

- 6.1 The service provider is responsible for costs arising from normal wear and tear.
- 6.2 Upon return, the rented equipment shall be clean. If this is not the case, the service provider is entitled to conduct the necessary cleaning at the customer's expense (see Section 2.5).
- 6.3 The customer is responsible throughout the rental period for the loss of the rented equipment and any damage that does not constitute normal wear and tear. Damage shall be reported to the service provider for a decision on the repair of the rented equipment. Rented equipment that is lost or damaged to such an extent that it cannot be repaired shall be compensated by the customer in an amount corresponding to the replacement value. In the case of theft or damage, the customer is responsible for filing a police report and preparing an insurance claim. The police report and the insurance claim are to be provided to the service provider promptly and within 5 days. No rent is payable from the date on which the service provider receives the police report.
- 6.4 The customer is responsible throughout the rental period for any damages incurred by the customer or third parties that are due to the rented equipment.
- 6.5 The service provider is liable only for direct damages caused by negligence on the part of the service provider. Regardless of any negligence on the part of the service provider, the service provider is not liable for damages caused by delivery delays, downtime or stoppages, loss of profits, or similar circumstances.

- 6.6 Throughout the rental period, the customer shall keep the rented equipment insured with comprehensive insurance covering the replacement cost. Vehicles/machinery subject to statutory registration and insurance are fully insured by the service provider. Any deductible is paid by the customer.
- 6.7 The service provider and the customer shall both have standard liability insurance cover unless otherwise specially agreed.

## **7. Cancellation**

- 7.1 Each party is entitled to terminate the rental contract with immediate effect if the other party has to a substantial extent breached these terms (e.g., non-payment) and has not, within 3 days of a request to rectify matters (e.g., a reminder), ceased said breach of contract, or if the other party is declared bankrupt, cancels its payments, is subject to corporate restructuring, is found to have no attachable assets, or can otherwise be deemed illiquid or insolvent.
- 7.2 A party may not, however, invoke a breach of contract on the part of the other party if the performance of the contract is impeded due to circumstances beyond the control of said party, such as war, government decision, or any other circumstance that is not due to said party and has a material effect on the performance of the contract and that said party could not have foreseen or the ill effects of which said party could not reasonably have avoided. Should, however, the hindrance last for more than two weeks, either party is entitled to terminate the contract with immediate effect.
- 7.3 If the customer fails to make payment within the agreed time frame, the service provider is entitled to terminate the contract with immediate effect and to repossess the rented equipment at the customer's expense.

## **8. Disputes**

- 8.1 Disputes arising out of this contract shall be settled in accordance with Swedish law and by a general court in the event that the parties cannot agree on arbitration.

*Rental terms revised and adopted on March 31, 2015.*