



General Terms of Rental as of 11 July 2018

## 1. GENERAL TERMS

If no other written agreement has been made, the following rules and the prices listed in LOXAM A/S' price list apply to any lease which is agreed with LOXAM A/S.

The party that asks for the service is hereinafter referred to as the "Customer", and LOXAM A/S is hereinafter referred to as the "Rental Company".

## 2. DURATION OF THE LEASE

The lease commences on the day that the equipment rented leaves the Rental Company's area. The lease terminates on the day that the Customer informs the Rental Company that the equipment rented is ready to be picked up by the Rental Company or on the day that the equipment rented is returned to the Rental Company's operating branch.

The daily rent is calculated for the entire rental period, irrespective of whether the equipment rented is used or not. The Rental Company's calculations is based on a five-day workweek of 7½ hours a day unless otherwise stated in the price list.

In the event that the equipment rented is used on Saturdays and/or Sundays and public holidays, these days count as rental days. In the event of work in two or three shifts, the rent is calculated by factors of 1.6 or 2.0 respectively. However, rent of generators is calculated on the basis of the number of hours.

Portable cabins, pavilions, and containers are always calculated as calendar days. Any rental to private individuals is calculated as calendar days.

## 3. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

The Customer shall handle the equipment rented according to the rules and safety regulations in force. The equipment shall only be used for the intended purpose.

The Customer shall have the right to pick up and return the equipment rented in one of the Rental Company's operating branches, in which case the Customer takes on full responsibility for the equipment during unloading and loading and during transportation.

In the event that the equipment is defective, the Customer shall complain on the first day of the rental period. Complaints filed hereafter have no legal effect.

The Customer shall not be allowed to carry out – or to let carry out – changes or to repair the equipment rented. Any repair during the rental period shall be carried out only by the Rental Company or by a service mechanic appointed by the Rental Company. The Customer is liable for any damage that the equipment may be subjected to during repair work carried out contrary to the above. The Rental Company shall not be liable for repairs which the Customer nevertheless has carried out or let carry out during the rental period.

In the rental period, the Customer shall be under an obligation to control the equipment rented as regards safety and to make an operational daily maintenance of the equipment rented, including check-up on liquid level, charge of batteries, on-going cleaning etc. Furthermore, it is the responsibility of the Customer that the equipment rented meets the requirements of necessary service. The Customer shall contact the nearest LOXAM branch with information regarding the need of service. In the event that the Rental Company finds that the equipment rented has been damaged due to the Customer's lack of maintenance, the Customer will be held liable.

The Customer shall not have the right to lend or sublet the equipment rented to a third party without the Rental Company's prior written consent. Also, the equipment rented must not be moved to a different work site than the one listed on the rental note without prior written consent of the Rental Company.

In no circumstances, the Customer must move the equipment rented out of Denmark without prior written consent of the Rental Company.

At the expiry of the rental period, the Customer shall return the equipment rented in a clean condition and in the same condition as it was at delivery i.e., without damages and/or defects. In the event that the equipment rented is damaged and/or defective, the Customer shall be under an obligation to pay the expenses of the repairs.

The Customer shall pay any expenses in connection with the mounting, dismounting, and operation of the equipment and any expenses for fuel, lubrication, electricity, utility etc. The Customer shall make good any lacking or broken parts, tools, operating levers, supporting plates, power cables, keys, etc. at new price. This means that the Customer shall compensate the Rental Company for its actual expenses relating to the purchasing of replacement equipment without consideration of the Rental Company gaining a possible improvement.

In the rental period, the Customer shall assume any risk and responsibility in connection with the use of the equipment rented, including the responsibility of injuries, property damage, or damage to equipment, irrespective of the damage being due to wrong statement of weight, misinformation about the carrying capacity of the base, wrong and/or insufficient descriptions of the conditions on the site/workplace and/or any other conditions under which the equipment is to be used and/or damage as a consequence of incorrect or insufficient operation of the equipment. At any time, also when driving the equipment, the Customer shall bear the risk of damages to surface dressings, access roads, installations under road surfaces and roads and the like.

The Customer shall not have the right to claim compensation for any loss incurred in connection with the use of the equipment rented, including operating loss and loss of profits. Any expenses in the event of work stoppage as a consequence of defects in or breakdown/damage to the equipment shall thus be no concern of the Rental Company.

The Rental Company shall not be liable for any loss incurred on account of Force Majeure.

## 4. OBLIGATIONS AND RESPONSIBILITIES OF THE RENTAL COMPANY

The Rental Company shall deliver the equipment ready for operation and in a clean and legal condition at the commencement of the rental period. The Rental Company has the right to inspect the equipment rented at all times.

The Rental Company shall inspect the equipment rented within reasonable time after the return of the equipment rented.

### 5a. RISK AND RESPONSIBILITY – PORTABLE CABINS, PAVILIONS, AND CONTAINERS

The Rental Company shall make sure that the equipment rented is duly insured against fire damage in the rental period.

When renting portable cabins, pavilions and containers, the risk premium only covers payment of accidental fire damage, see section 6. The Customer shall be liable for any other damage, including theft and criminal damage, and the Customer shall be



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fully liable for any expenses that the Rental Company may have in this connection.

The Rental Company bears the risk of damage caused by a product (product liability).

In the event of theft or total loss, the loss will be calculated on the basis of the equipment's replacement value until one year from the acquisition of the equipment. If the equipment is more than one year old, the loss will be calculated on the basis of the equipment's fair value.

The Customer shall be fully liable for damages that occur as a result of the Customer's gross negligence, intent, or breach of the obligations pursuant to these terms.

### 5b. RISK AND RESPONSIBILITY – OTHER EQUIPMENT

As regards self-propelled equipment, the Rental Company bears the risk of property damage and personal injury caused within the area of the Road Traffic Act and damage caused by the product (product liability).

In the event of theft or total loss, the loss will be calculated on the basis of the equipment's replacement value until one year from the acquisition of the equipment. If the equipment is more than one year old, the loss will be calculated on the basis of its fair value.

The Customer shall be fully liable for damages that occur as a result of the Customer's gross negligence, intent, or breach of the obligations pursuant to these terms. Thus, improper use or lack of maintenance does not entitle the Customer to claim for insurance coverage of the equipment rented.

### 5c. RISK AND RESPONSIBILITY – ACCESS LIFT EQUIPMENT

As regards self-propelled equipment, the Rental Company bears the risk of property damage and personal injury caused within the area of the Road Traffic Act and damage caused by the product (product liability).

In the event of theft or total loss, the loss will be calculated on the basis of the equipment's replacement value until one year from the acquisition of the equipment. If the equipment is more than one year old, the loss will be calculated on the basis of its fair market value.

The Customer shall be fully liable for damages that occur as a result of the Customer's gross negligence, intent, or breach of the obligations pursuant to these terms. Thus, improper use or lack of maintenance does not entitle the Customer to claim for insurance coverage of the equipment rented.

NOTE that transport prices on lift equipment above 20 meter includes energy tax of 9.5 %.

### 5d. RISK AND RESPONSIBILITY – THE CUSTOMER'S OBLIGATIONS

Theft, criminal damage and other criminal acts regarding the equipment rented shall be reported to the Rental Company and to the police within 24 hours after the incident. It is the responsibility of the Customer that a copy of the police report is sent to the Rental Company.

Any other damage to the equipment rented, which is not due to gross negligence of the Customer, shall also be reported to the Rental Company within 24 hours after the damage has been or should have been discovered. The Customer is obliged to fill in a claim form containing information about the date of the damage, site of the damage, and cause of the damage occurred. In the event that the information listed is not reported to the Rental Company in due time, the Customer shall be invoiced in full for the damage and/or theft. Any notification

regarding damage to or theft of the equipment rented must be directed to the branch in which the Customer has rented the equipment. Please see details regarding branches and phone numbers on the back of the catalogue or at [www.loxam.dk](http://www.loxam.dk).

When the Customer has notified the Rental Company that the equipment is ready to be picked up by the Rental Company, the Customer shall be liable for the equipment for up to 24 hours unless otherwise agreed at the time of the Customer's notification to the Rental Company.

### 5e. INSURANCE TAKEN OUT BY THE CUSTOMER

In the event that the Customer is able to document that the Customer has taken out insurance on the equipment rented, the risk premium to be charged by the Rental Company may be reduced or not paid at all by further agreement with the Rental Company. The insurance shall be comparable to LOXAM A/S' insurance. The Customer shall be able to document that the insurance is in force and that the premium has been paid. In any case, the Customer is obligated to take out professional liability insurance and industrial injury insurance.

### 6. EXCESS

The customer bears an excess on DKK 20,000.00 in regard to any damage covered by the insurance (fire) in relation to portable cabins, pavilions, and containers. The excess only applies to accidental fire damage. Any loss due to other damage, theft, criminal damage etc. shall be paid fully by the Customer. However, the amount of these damages can never exceed DKK 20,000.00.

In the event of damage to other equipment than the above due to criminal damage, fire, theft, etc., the Customer shall pay an excess in accordance with the table below. The excess is calculated according to the established loss per equipment per damage.

The Customer shall be liable to pay an excess in accordance with the table below as regards comprehensive insurance damage and damage within the area of the Road Traffic Act.

The excess of the Road Traffic Act is DKK 10,000.00.

Per damage, total damage and theft of equipment, the excess is calculated by the value of the established loss of each equipment, cf. the table below.

For minor equipment, tools and ground protection mats.  
DKK 0 – 15,000 DKK 2,000

For other equipment:	
DKK 0 - 75,000	DKK 8,000
DKK 75,001 - 150,000	DKK 12,000
DKK 150,001 - 250,000	DKK 18,000
DKK 250,001 - 400,000	DKK 22,000
DKK 400,001 - 600,000	DKK 27,000
DKK 600,001 - 800,000	DKK 38,000
DKK 800,001 -	DKK 49,000

### 7. PRICES AND TERMS OF PAYMENT

All prices are VAT exclusive.

The Customer shall pay any expenses in connection with the mounting and the dismounting of the equipment, collection of the equipment, returning and operation of the equipment and any expenses for fuel, lubrication, electricity, utility charges etc.

When the equipment is returned to the Rental Company, the Rental Company shall clean the equipment and fill up the equipment with fuel, oil, and lubricants at the expense of the Customer.



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Environment and risk fee will be calculated according to the latest valid price list, which can be viewed on our website.

If the Customer makes use of the guard system provided by the Rental Company, the Customer will be invoiced for the use of the guard system according to the price list in force at the time in question.

The Rental Company charges one month's deposit and one month's rent in advance in connection with the rental of portable cabins, pavilions, and containers. The deposit is invoiced with the first month's rent.

The Rental Company's terms of payment are net cash unless a separate written agreement has been made with the Rental Company.

In the event of late payment, the Rental Company will charge an interest of 2 % per month or fraction of a month.

The Rental Company will also charge a reminder fee which is, at present, minimum DKK 100.00 for each reminder submitted. Furthermore, a fee of DKK 250.00 as a minimum will be charged in the event that the Rental Company places the debt for collection with the Rental Company's lawyer.

The Customer shall not have the right to refrain from paying the invoiced amount in time in the event of any disagreement/dispute between the Customer and the Rental Company or in the event of any counterclaim from the Customer's side.

### TRANSPORT, DELIVERY, AND COLLECTION

The Rental Company's transportation prices are based on the assumption that driving can take place on a stable, solid, and even base without the need of a mobile crane, ground protecting mats or the like. If this is not possible, the Customer shall be under an obligation to pay an extra charge in addition to the transportation price.

The transportation is at the Customer's expense and will be calculated in accordance with the rates in force at the time in question – to be handed out by the Rental Company by the request of the Customer – or a quotation.

The Customer shall be aware of the fact that the police demands that the Customer shall provide for sealing off of public street areas no later than 48 hours before setting up the equipment. The Rental Company shall not assume any liability for any extra costs which may arise in consequence of parked

cars or the like in the area sealed off. If a parking ticket is charged, the ticket will be passed on to the Customer with an addition of 10 % of the parking ticket charged.

When the equipment is delivered on time, and waiting time occurs before unloading can take place for reasons not caused by the Rental Company, the Customer will be invoiced for this waiting time.

### 8. MISCELLANEOUS

In the event of the Customer's breach, other violations of the present "General Terms of Rental" from the Customer's side, and/or lack of payment, the Rental Company has the right to pick up the equipment rented at the Customer's expense and without prior notice.

Discounts of any kind are only granted when the bill is paid on time.

The Customer shall compensate the Rental Company for its loss/losses pursuant to Danish Law.

### 9. APPLICABLE LAW AND VENUE

The rental agreement and these terms are subject to Danish Law, and the venue is the district court of Roskilde.

### 10. AMENDMENTS

The Rental Company reserves the right to amend the present "General Terms of Rental" without prior notice. The General terms of rental at [www.loxam.dk](http://www.loxam.dk) shall take precedence over any printed terms of rental. The latest update of the "General Terms of Rental", prices etc. will be available at [www.loxam.dk](http://www.loxam.dk) at any time.

### 11. SMOKING POLICY APPLICABLE TO CUSTOMERS PURSUANT TO THE DANISH SMOKE-FREE ENVIRONMENT ACT

It is not allowed to smoke indoors in the Rental Company's facilities. It is not allowed to smoke in pavilions, portable cabins, containers, light wagons, flex modules, toilet facilities, cars, and driver's cabs. Any violation of the smoking policy will result in invoicing for extra cleaning.

### 12a. EVENTS AND ARRANGEMENTS – USE OF THE EQUIPMENT

The Customer shall inform the Rental Company of the purpose of the use of the equipment.

The Customer shall not in any case allow any staff member, third party or other individual under the age of 18 to use, test or in any way be in contact with the equipment.

The Customer is responsible for a proper supervision of the equipment, thus ensuring that no individual under the age of 18 accesses the equipment illegally.

In the event of non-compliance of the above, the Customer shall assume any risk and responsibility of personal injury, damage to property, and operating loss. If a claim is made against the Rental Company in this connection, the Customer shall keep the Rental Company free from any such claim.

### 12b. EVENTS AND ARRANGEMENTS – THE RENTAL COMPANY'S STAFF

If the Rental Company places an operator at the Customer's disposal in connection with the rental of the equipment, the Rental Company's operator shall decide solely if an individual is suited to participate in the use of the equipment in connection with the event.

### 12c. EVENTS AND ARRANGEMENTS – RESPONSIBILITY

It is solely the Customer who is responsible for and assumes the risk of safety to and around the equipment prior to, during, and after the holding of the event, including personal injury, damage to property or to equipment.

The Customer is responsible in accordance with the above, irrespective of the damage being due to wrong statement of weight, misinformation about the carrying capacity of the base, wrong and/or insufficient description of the conditions on the site and/or any other conditions under which the equipment is to be used, and/or damage as a consequence of incorrect or insufficient operation of the equipment.

### 12d. EVENTS AND ARRANGEMENTS – OBLIGATION TO INFORM THE AUTHORITIES

The Customer is responsible for informing the police and other relevant authorities duly about the holding of the event.

### ON-CALL SERVICE

No matter how well we service our equipment, a stoppage may occur. If a problem arises outside normal working hours, please call **LOXAM A/S' emergency number +45 4616 1979**.



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Service outside normal working hours (see the working hours at [www.loxam.dk](http://www.loxam.dk)) will be invoiced according to the hourly rates in force at the time in question (the time spent on transportation from/to the Rental Company's address is also charged). In addition, expenses for service wagon(s), various consumption materials, and environmental fees will be charged in accordance with the Rental Company's rates in force at the time in question. The Customer will be invoiced for any transportation costs to external carriers. A discount will not be granted as regards the above prices.

A handling fee of DKK 2,500.00 will be charged if equipment is rented outside opening hours.

### **LOXAM CLUB**

For specific customer conditions regarding LOXAM Club, please refer to [www.loxam.dk/club/betingelser](http://www.loxam.dk/club/betingelser).

### **PRIVACY POLICY**

For specific privacy policy, please refer to [loxam.dk](http://loxam.dk). Furthermore, all customers are made aware that LOXAM uses Trackunit or other GPS transmitter to geo-locate equipment.

LOXAM files all rental inquiries, rental orders, customer agreements and contact data with name, phone number and email address of contact persons as well as account and agreement managers.