

Cramo Norge - Rental Conditions

1. Application

The following terms apply unless otherwise agreed to in writing.

2. Delivery proviso, delivery and return

All rental materials are offered pending availability and subject to booking by or rental to other parties. Lessee is not entitled to compensation should lessor not be able to deliver amount, quality, size, etc. of desired material. All rental material is supplied from lessor's branch office and must be returned to the same branch office within normal work hours at lessee's risk and expense. Lessor is obligated to supply rental object in operational and tested condition, and with safety and security systems in compliance with relevant regulations. It is common that rental objects change as a result of experience and developments. Lessor therefore has the right to supply the rental object even though there may be deviations in the dimensions, specifications, work output or other details that may have been given.

3. Complaints

Any complaints must be communicated in writing within three days from the delivery date.

4. Rental period

The rental period runs from the time the rental object has been booked and is reserved for lessee, or as of the hand-over by lessor to lessee or transporter. The rental period runs until the rental agreement is legally terminated and the rental object is returned to lessor's branch office or collected by lessor.

5. Rental amount

Rent is charged in accordance with lessor's current rental prices. Rental prices may be revised without special notice during the rental period. Rent is charged per day, month or other agreed-to or applicable period. For day rentals, the rent is calculated per material unit per commenced day, based on use during oneshift duration. If the material is used for more than one shift (ie. 8 hours), then an additional 80% of the applicable rent will be charged for the second shift period (ie. 8-16 hours) and a further 60% for a third shift period (ie. 16-24 hours). Some rental objects (specifically marked in the price list) are charged per calendar day of use. Rent is also charged during holiday periods as long as the material is not returned and the rental contract is still in effect.

6. Subleasing, etc.

Lessee may not sublease or transfer rights from this contract, without advance written consent by lessor. Lessor must be informed of the place of use, and lessee may not move the rental object without consent of lessor.

7. Lessee's use

Lessee is obligated to keep lessor informed of the whereabouts of the rental object. Any movement of material must be reported to lessor and specified in rental contract. Rented material may not be moved or used outside of Norway without advance consent in writing. Lessor shall have unobstructed access to any site where the rental object is located. Rented material may only be used for work tasks and under work conditions for which it is designed and in accordance with lessor's instructions and relevant legislation, hereunder the Directorate of Labour Inspection's regulations, etc. During the rental period, lessee is also responsible for ensuring that transport, placement and use of rental object satisfies any and all legal requirements, and is obligated at their own expense to satisfy any demands that might arise from government authorities regarding the transport, placement and use of the rental object. Lessee is responsible for obtaining any and all permits (and distribute notices) that may be required for transport, placement and use of rental object. Expenses incurred by lessor as a result of lessee's transport, placement and use not being in compliance with governmental requirements will be charged to lessee.

8. Supervision, maintenance, disposal, etc.

Rental material must be supervised and treated responsibly by lessee, which among other things involves following all guidelines from lessor

regarding fuel, lubrication, supervision and maintenance. Lessee shall cover all costs for operational expenses and consumption articles, such as fuel, grease and parts in need of regular replacement. All maintenance and reparations that are lessee's responsibility shall be carried out by qualified personnel and repair persons who are approved by lessor. Imposed or necessary inspections/controls in connection with installation and use must be carried out and paid for by lessee.

Rented material must be returned in cleaned and well-maintained condition. Lessor is entitled to charge lessee for costs incurred for necessary cleaning and maintenance should rented material not be returned in cleaned and well-maintained condition. The lessee will be charged a special disposal fee for materials that must be disposed of after use due to their nature or pursuant to relevant regulations or laws.

9. Damage to and loss of rental object

Lessee is responsible for any loss or damage to rental object until lessor has signed the return certificate, with the exception of normal wear and aging. Damage to returned materials will be charged lessee at actual or estimated repair cost. Lessee will be charged replacement cost for material that is not returned. Liability may be reduced by taking out insurance, ref. Section 12 below.

10. Repairs

Lessor must cover the costs of repairs due to normal wear and tear. Repairs and any ensuing travelling and subsistence allowance expenses, etc. for rental objects abroad must be paid for by lessee. Repairs and replacements must not be carried out without lessor's advance written consent and order by requisition.

11. Limited liability

Lessor is not responsible for the rental object satisfying lessee's needs unless such is specifically agreed to in writing. Lessee is liable for any and all damage and loss arising during the rental period, hereunder including damage to person, property, assets, as well as consequential damage and indirect losses incurred by lessee, operator or third party in connection with transport, use or placement of the rental object.

12. Insurance

Lessee is obligated to maintain insurance on the rental material from the time of delivery until the material is returned and the return certificate is signed. Unless the lessee presents documentation of such insurance approved by lessor, a property damage insurance will automatically be issued when the rental contract is signed. The lessee is responsible for obtaining liability insurance. Insurance premium is only currently 5% of list price (excl. VAT). Deductible is calculated for each damage case:

NOK. 6.000,- (excl. VAT) for equipment with a purchase price less than NOK 20.000,-
NOK. 7.500,- (excl. VAT) for equipment with a purchase price between NOK 20.000,- and 200.000,-
NOK. 20.000,- (excl. VAT) for equipment with a purchase price over NOK 200.000,-

13. Payment terms

In addition to the agree-to rental fee, government taxes and fees such as VAT, etc. will also be charged. Lessor may at any time demand that lessee pay a reasonable amount as a deposit as security for payment and lessee's overall liability.

14. Credit

After a normal credit check, lessee will normally be given an opportunity to be invoiced for rental payments. The invoice amount shall in such a case be paid to lessor at the latest on the date that the invoice specifies as the due date. Lessor may at any time terminate the credit arrangement on reasonable grounds. A standard penalty interest will be charged for late payments, ref. Law of 17 December 1976 no. 100. Lessor is entitled to demand security for payment when deemed necessary. If debt collection is initiated, all further rental must take place by cash payment.

15. Termination

Rental agreements not limited in time may be cancelled by either party in writing with minimum 5 workdays' written notice or other mutually agreed-to period.

16. Annulling contract

Should lessee not pay rent at the agree-to time, stop payments, petition for or declare bankruptcy or enter into composition negotiations, then lessor is entitled to annul the agreement with immediate effect and take possession of the rental object. Lessee is obligated to notify lessor in the event of any of the above-mentioned developments.

Repossession of the rental object takes place at the lessee's expense. Lessee remains responsible for paying rent during normal termination period, or, in the case of a timespecified rental, for the duration of the rental period. Any rent that lessor obtains from others after return of the rental material or the like will be credited lessee in the final settlement.

17. Force majeure

In the case of conditions outside of the parties' control, such as labour conflict, war, decisions made by government authorities or other events outside of the control of the parties and that significantly affect the ability to fulfil the terms of the agreement and that in addition could not be foreseen or reasonably be avoided by the invoking party, exempts the parties from fulfilling the obligations specified in the agreement.

18. Enforcement

Should the rental fee not be paid, the lessee agrees that the return of the rental object may be demanded pursuant to Enforcement Act § 13-2 second section a) The notice pursuant to the Enforcement Act § 4-18 must specify that return can be avoided if rent with interest and charges be paid before enforcement is carried out. Similarly, the lessee agrees pursuant to Enforcement Act § 13-2 second section b) that such return may be demanded when the rental period expires, in cases where the rental period is for a specified period.

19. Disputes

Disputes arising in connection with the rental contract shall be settled in the general court system with the venue being the lessor's court of domicile.

20. Special terms in connection with purchase

In case of sale, seller retains ownership of the goods until such time as buyer has fulfilled all obligations toward seller. Until such final settlement has been made, buyer does not have the right to sell, mortgage or in any other way dispose of or exercise legal rights to the goods.

21. Theft insurance for machines

When parked machines are left unattended, the doors of the machine must be closed and locked if the machine is equipped with such doors. The key must not be kept in or on the machine. Parts of the machine or other machines that are not covered by pt. 1 shall be securely locked inside a building or room in a building secure against burglary, ref. Penal Code § 147. Permanently installed equipment shall be mounted so that it cannot be removed without the use of tools or a key. Tools must be stored in a toolbox that is either locked inside the machine or permanently fastened and locked.

Special terms in case of purchase

Seller retains ownership of goods until such time as buyer has fulfilled all obligations toward seller. Until ownership has transferred to buyer, buyer may not mortgage, sell or dispose of the goods in any manner. Should buyer not pay for the goods by the due date, then seller is entitled to retake possession of the goods.

We reserve the right to make changes to prices and insurance premiums without advance notice.

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