

CRAMO LEASE TERMS

1. Applicability

1.1. These general lease terms shall apply to the leasing of equipment and construction machinery (1). Amendments of and addenda to the lease terms must be made in written form.

2. Right of use

2.1. The leasing item may not be used in violation of these terms or in a manner that risks adversely affecting the Lessor's title. The Lessee may not rebadge or otherwise change the item's identification, written instructions or the like.

2.2. Absent the Lessor's written consent, the Lessee shall not be entitled to assign the lease agreement or to let the leasing item to a third party.

3. Pickup and return

3.1. The leasing item must be picked up from and returned to one of the Lessor's depots. The leasing item is deemed to have been returned once a return slip has been issued. In cases where the parties have agreed that the Lessor is to arrange for transport, the leasing item shall be delivered to the location designated by the Lessee. The leasing item is deemed to have been returned when the Lessor has picked up the cargo from the designated location and a return slip has been issued.

3.2. Upon return, the leasing item must be properly cleaned and must be in good condition, having regard to normal wear and tear. If not, the Lessor shall be entitled to perform necessary cleaning and repairs at the Lessee's expense.

4. Duty of examination and inspection

4.1. It is incumbent on the Lessee to perform the necessary checks and to carefully examine the leasing item as soon as possible after receiving the leasing item and before entering it into operation. In order to be eligible for a claim, complaints with regard to the leasing item or the operating instructions must be notified to the Lessor as soon as possible, and no later than one week after the leasing item was made available to the Lessee. If no complaint is made within the designated period, the leasing item is considered to have been received in perfect condition.

4.2. The Lessor is responsible for mandatory inspections of the leasing item. However, the Lessee shall arrange for and pay for inspections after installation at the worksite. Pending notification in this regard, the Lessor shall be entitled to perform mandatory inspections of the leasing item at the worksite during normal working hours.

5. Use

5.1. The leasing item may only be used for the types of tasks and under the kinds of working conditions for which it is intended.

5.2. Only authorised, qualified personnel are entitled to use leasing items for which specific operating provisions are available. In connection with pickup and delivery of the leasing item, the Lessee shall be obliged to ensure that he has received instructions regarding both operation and care of the leasing item.

5.3. During the lease term, the leasing item shall be handled and stored by the Lessee in such a way that it is not exposed to damage, unauthorised use or theft.

5.4. The Lessee shall be responsible for supervision and maintenance of the leasing item. In addition to paying for fuel and lubricants, the Lessee shall arrange for and pay for the replacement of consumables.

5.5. Absent the express permission of the Lessor, it is not permitted to move the leasing item to a worksite other than the one agreed, or for the leasing item to be used by anyone other than the Lessee.

6. Lease term

6.1. The lease term begins on the day on which the leasing item is made available for pickup at the Lessor's depot per the parties' agreement, or, in the event that the Lessor arranges for the transport of the leasing item, from the day on which the leasing item is delivered to the location designated by the Lessee per the parties'

agreement. The lease term runs for the period agreed. If no definite lease term has been agreed, the lease term shall run until such time as the Lessee returns the leasing item in accordance with 3.1, or, in the event that the Lessor arranges for the transport of the leasing item, up to and including the day on which the Lessee has notified the Lessor that the leasing item is available for collection at the location designated by the Lessee.

6.2. The leasing item is let for use in a single shift comprising no more than eight hours unless otherwise agreed. The Lessee shall notify the Lessor without delay of any changes in use, such as use for extended shifts or multiple shifts.

7. Remuneration

7.1. Rent is charged for the leasing item on each leasing occasion in accordance with the Lessor price list in force at any given time.

7.2. Accessories are charged separately. Decontamination, cleanup and transport of leasing items are performed in exchange for separate remuneration.

7.3. The agreed daily rent comprises the rental price per item and day. Rent for periods of less than one day is charged as for a full day. If the materials are utilised in excess of one eight-hour shift, an hourly shift supplement is charged in the amount of 10% of the agreed daily rent. Non-working Saturdays, Sundays and holidays are rent-free. If the item is used on a Saturday, Sunday or public holiday, the agreed daily rent is charged for the leasing item. For certain specifically designated leasing items, rent is charged per calendar day or month. For all leasing items, however, rent is charged during holiday periods and other similar time off.

7.4. No rent shall be payable for downtime and outages for which the Lessor is responsible.

7.5. The agreed rents, prices for accessories and other services are stated exclusive of VAT.

7.6. The invoice amount shall be received by the Lessor no later than by the date indicated as the due date on the invoice. The Lessor is entitled to charge an invoice fee of SEK 60 per invoice. In the event of late payment, interest on arrears is charged in the amount of 24% per year, plus the current statutory reminder fee of SEK 60.

7.7. Prior to the conclusion of the agreement, or at any time during the term of the agreement, the Lessor is entitled to demand that the Lessee lodge security for each leasing item in an amount corresponding to its replacement cost.

8. Liability

8.1. The Lessor is responsible for costs incurred as a result of normal wear and tear.

8.2. During the lease term, the Lessee shall be liable for the loss of the leasing item and for all damage that does not fall under the category of normal wear and tear. Any damage must be reported to the Lessor for a decision as to how the leasing item is to be repaired. For leasing items that have been lost or damaged in such a way that they cannot be repaired, the Lessee shall be required to pay compensation in an amount equivalent to the replacement cost.

8.3. During the lease term, the Lessee shall be responsible for losses incurred by him or by a third party as a result of the leasing item.

8.4. The Lessor shall only be liable for direct damage arising as a result of the Lessor's negligence. In no event shall the Lessor be liable for indirect damage, such as delivery delays, downtime, outages, loss of profit or other similar circumstances.

8.5. In the event that a leasing item is stolen during the lease term, the Lessee shall be responsible for notifying the Lessor and for submitting a police report filed in this regard to the Lessor. Until such time as the police report has been received by the Lessor, the agreed rent for the leasing item will continue to be charged.

9. Insurance

9.1. The Lessee is responsible for maintaining insurance cover for the leasing item in the form of comprehensive insurance with cover equivalent to the replacement cost.

9.2. The Lessor and the Lessee shall have customary liability insurance unless otherwise agreed.

10. Termination

10.1. A party shall be entitled to terminate the agreement in the event that the other party is guilty of breach of contract and fails to immediately remedy the deficiency upon being warned to do so. However, the parties shall not be entitled to invoke breach of contract if the performance of the agreement has been impeded as a result of a circumstance outside of the parties' control, such as war, a regulatory decision or another circumstance not caused by the party and which has a material impact on the performance of the agreement and which the party could not have foreseen, or whose injurious effect such party could not reasonably have cleared. If the force majeure event persists for more than two weeks, however, the respective parties shall be entitled to immediately terminate the agreement.

10.2. If the Lessee fails to pay by the agreed time, suspends its payments, files for corporate restructuring, is declared bankrupt, initiates composition proceedings, or in the event of another similar circumstance, the Lessor shall be entitled to terminate the agreement with immediate effect and to repossess the leasing item at the Lessee's expense.

11. Disputes

11.1. Disputes arising from the agreement shall be settled in accordance with Swedish law and by an ordinary court of law, except where the parties agreed to arbitration in writing.

Special terms on purchase

Upon purchase of goods, the seller retains title to the goods until such time as the buyer has paid for them in full. Until such time as ownership has passed to the buyer, the buyer therefore is not entitled to pledge, sell or otherwise dispose of the goods. If the buyer fails to pay on time, the Seller shall be entitled to repossess the goods.

(1) Special lease agreements and terms apply to Cramo Funktion and Cramo Flexi.

We reserve the right to make changes in prices and insurance fees without notice. Valid from 8 January 2016 and until further notice