

## RENTAL TERMS CRAMO AB

### 1. Application

1.1 These general hire conditions apply to the hire of equipment and building machines (1). Amendments or additions to the hire conditions must be in writing.

### 2. Right of use

2.1 The hire object may not be used in contravention of these conditions or in any way that might risk affecting the ownership rights of the supplier. The hirer may not mark or in any other way change identification, written instructions or the like.

2.2 The hirer may not, without the supplier's written consent, transfer the hire agreement or rehire the hire object to another.

### 3. Collection and return

3.1 The hire object must be collected from and returned to one of the supplier's depots. The hire object is deemed to have been returned when a return slip is issued. In the event that the parties have agreed that the supplier will arrange transport, the hire object will be delivered to a place designated by the hirer. The hire object is deemed to have been returned when the supplier has collected it from the designated place and a return slip has been issued.

3.2 On return, the hire object must be clean and in good condition, allowing for normal wear. Otherwise, the supplier is entitled to arrange the necessary cleaning or repair at the hirer's expense.

### 4. Obligation to investigate and inspect

4.1 It is the hirer's responsibility, as soon as possible after receiving the hire object and before putting it into operation, to perform necessary checks and carefully investigate the hire object. In order to be valid, remarks concerning the hire object or handling instructions must be conveyed to the supplier without delay and in any case no later than one week after the hire object became available to the hirer. If no remarks are given within this period, the hire object will be deemed to have been received in a properly fit condition.

4.2 The supplier is responsible for the mandatory inspections of the hire object. However the hirer must arrange and pay for inspections after installation at the workplace. The supplier is entitled, after giving notice, to perform mandatory inspections of the hire object at the workplace during normal working hours.

### 5. Use

5.1 The hire object may only be used for the tasks and under the working conditions for which it was designed.

5.2 Only authorised and qualified personnel may use hire objects for which there are specific handling regulations. The hirer is responsible for ensuring, in connection with the collection and return of the hire object, that he has received instructions for both the handling and the care of the hire object.

5.3 During the hire period, the hire object must be handled and kept by the hirer in such a way that it is not exposed to damage, illegal use or theft.

5.4 The hirer is responsible for the inspection and care of the hire object. In addition to paying for fuel and lubricant, the hirer must also arrange and pay for the replacement of consumables.

5.5 The hire object may not, without the specific consent of the supplier, be moved to a workplace other than that agreed or used by anyone other than the hirer.

### 6. Hire period

6.1 The hire period runs from and including the date on which the hire object, in accordance with the parties' agreement, is made available for collection from the supplier's depot, or in cases where the supplier arranges transport of the hire object, from the date on which the hire object, in accordance with the parties' agreement, is delivered to the place designated by the hirer. The hire period is the length of time that has been agreed. If no fixed hire period has been agreed, the hire period runs until the hirer returns the hire object according to 3.1, or alternatively in cases where the supplier arranges transport of the hire object, until and including the date on which the hirer has advised the supplier that the hire object is available for collection from the place designated by the hirer.

6.2 The hire object is hired for use in single shifts of no more than eight hours unless otherwise agreed. The hirer must notify the supplier without delay of changes of use, such as use in extended shifts or more than one shift.

## 7. Remuneration

7.1 Rental is charged for the hire object on each hire occasion according to the supplier's price list as valid at any time.

7.2 Accessories are charged separately. Renovation, cleaning and transport of the hire object can be done at extra cost as specified.

7.3 Agreed daily hire charges represent the rental per hire object per day. Hire for part of a day is charged as a full day. If the material is used for more than a single working shift of 8 hours, a shift supplement is charged at 10% of the agreed daily hire charge per hour. No charge is made for Saturdays, Sundays and public holidays that are not worked. For certain hire objects as specified, rental is charged per calendar day or per month, in accordance with the supplier's price list. For all hire objects however, rental is charged during annual holiday periods and the equivalent.

7.4 For stoppages and interruptions to operations for which the supplier is responsible, no rental is charged.

7.5 Agreed rental charges and prices of accessories and other services exclude VAT.

7.6 The invoiced amount must be received by the supplier no later than the due date stated on the invoice. The supplier is entitled to make a handling charge of SEK 50 per invoice. In the event of late payment, interest is charged at the rate of 24% per year, as well as a legislated reminder fee, which is currently SEK 60.

7.7 At the time of entering into the agreement, the supplier is entitled to require the hirer to furnish security for each hire object at replacement cost.

## 8. Liability

8.1 The supplier is liable for costs resulting from normal wear.

8.2 During the hire period, the hirer is liable for loss of the hire object, as well as for all damage that does not represent normal wear. Any damage must be reported to the supplier for a decision on how the hire object is to be repaired. If a hire object is lost or damaged so that it cannot be repaired, the hirer must pay compensation equivalent to the replacement cost.

8.3 During the hire period, the hirer is liable for any damages that arise as a result of the hire object, whether suffered by himself or a third party.

8.4 The supplier is only liable for direct damages that arise as a result of the supplier's negligence. The supplier is not liable under any circumstances for indirect damages such as delivery delays, work stoppages, operational interruptions, loss of profit or other similar circumstance.

8.5 If the hire object is stolen during the hire period, the hirer is responsible for reporting this and giving the supplier a copy of the report to the police. Until the police report is received by the supplier, the agreed rental for the hire object will continue to be charged.

## 9. Insurance

9.1 During the hire period, the hirer must hold comprehensive insurance cover for the hire object corresponding to the replacement cost.

9.2 The supplier and the hirer must have the customary liability insurance unless otherwise specifically agreed.

## 10. Cancellation

10.1 Both parties are entitled to cancel the agreement if the other party is in breach of the agreement and does not immediately rectify this when notified of it.

10.2 However neither party may hold the other liable for a breach of the agreement if fulfilment of contractual obligations is hindered by circumstances outside the parties' control, such as war, the decisions of the authorities or other circumstance for which the party was not responsible and that significantly affects the fulfilment of the agreement and that the party could not have foreseen and the detrimental effects of which could not reasonably have been avoided. If such hindrance lasts for more than two weeks, however, each party is entitled to cancel the agreement with immediate effect.

10.3 If the hirer does not make payment at the agreed time, formerly suspends its payments, applies for a