

## SRAH 19

### Terms and conditions for rental from ITEX Rental AB ("Provider").

Accepted by the Swedish Rental Association, SRA and the Swedish Construction Federation, Bl.  
With addendum.

#### 1. Applicability

1.1 These general rental conditions are applicable to the rental of equipment, machines and lifting devices without operator. Alterations of the terms should be in writing.

1.2 If necessary, special conditions apply to transportation, assembly and maintenance.

#### 2. The rental object

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, unless otherwise agreed.

2.2 By return of the rental object, it has to be functioning and labelled with the manufacturer's safety and security devices as well.

2.3 The rental company is required to have instructions available of how to operate, monitor and maintain the rental object.

2.4 Remarks regarding the rental object or the instructions, have to be in writing and sent to the rental company as soon as possible, but no later than one week after the client has access to the rental object.

2.5 By return of the rental object, it has to be cleaned thoroughly and, regarding normal wear and tear, in good condition. If not, the rental company is entitled to make the necessary cleaning and repair at the expense of the client.

2.6 The rental company is responsible for compulsory inspections of the rental object. However, the client has to ensure and pay for inspections on the site after installation. During normal working hours the rental company is entitled, after notification, to perform compulsory inspection of the object.

#### 3. Application

3.1 The rental object may only be used for such tasks and under such working conditions for which it is intended.

3.2 Unauthorized operations changing the machine, the construction or function are not allowed.

3.3 The client is responsible for monitoring and maintenance of the rental object. In addition to pay for fuels and lubricants, the client shall also provide and pay for replacement of consumable supplies.

3.4 The client is responsible to make sure that the rental object is used only by authorized and qualified personnel. The rental company alone has to give permission of the transfer of the rental object to another site than the contracted.

3.5 The rental object may not be subleased, or otherwise leased to another party or otherwise used in such a way as to jeopardize the rental company's right of ownership.

#### 4. Rental period

4.1 The rental period (term of lease) is counted from the day when the rental object, according to the party's contract, is available until the day when the rental object is returned as to 2.1.

4.2 The rental object is rented for use in a working shift at a maximum of eight hours per day, unless otherwise agreed.

#### 5. Payment

5.1 Rent is charged for the rental object at every rental occasion according to the rental company's current price list. Applicable forms of charge are daily rent, shift addition, calendar daily rent and basic rent.

5.2 Stipulated daily rent is the rental price per rental object and day. Rent for part of day is paid as for a whole day. If the rental object is used more than one working shift of 8 hours, a supplement is charged according to the rental company's current price list. Saturdays, Sundays and public holidays are rent-free, if the rental object is not in use. For specified rental objects, rent is charged per calendar day or month according to the rental company's current price list. However, rent is charged for each rental object during holiday periods or other equivalent leisure time.

5.3 Equipment is charged separately as well as costs for prescribed cleaning.

5.4 For standstills and downtime for which the rental company is responsible for, there is no charge.

5.5 Stipulated rents are without VAT.

5.6 Invoice has to be paid within 30 days from date of receipt if nothing else is stated in the rental company's price list. If payment is delayed, interest on overdue payment will be charged as to the current Interest Act in Sweden.

5.7 When making an agreement, the rental company has the right to ask the client to give security either corresponding to the number of daily rents noted for each machine/equipment in the rental company's current price list or other adequate security.

#### 6. Liability

6.1 The rental company stands for costs for standard wear and tear.

6.2 During the rental period the client is responsible for loss of the rental object as for all damages not caused by normal wear and tear. Loss and damages have to be reported to the rental company who then decides how the rental object is going to be repaired. If a rental object is lost or damaged and cannot be repaired, it has to be replaced by the client with an amount equivalent to the replacement cost. It is the client's responsibility to report thefts to the police.

6.3 During the rental period the client is responsible for loss and damages of the rental object caused either by himself or by third party.

6.4 The rental company is only responsible for direct loss and damages caused by the rental company's carelessness.

6.5 The rental company is not responsible for indirect damage caused by delay in delivery, standstill or downtime or other scenarios the rental company could not reasonably have anticipated.

6.6 The client ensures that the rental object is insured during the rental period with comprehensive insurance (all-risk insurance) equivalent to the replacement cost, unless otherwise agreed.

6.7 Both parties must take out the usual third party insurance (liability), unless otherwise agreed.

6.8 The rental company keeps the rental object insured with third party insurance (traffic). However, the client pays the insurance deductible.

#### 7. Resession

7.1 Party has the right to cancel the agreement if the other party proves guilty of a breach of contract and not after reminder corrects this within three days. If a party cancels the agreement, the rental company is entitled to immediately repossess the rental object.

7.2 However, the parties may not invoke breach of contract if execution of the contract is prevented owing to reasons beyond the party's control. The reasons could be war, decisions made by authorities, or other not caused by the party, affecting the fulfilment of the agreement, that the party could not have anticipated or the detrimental effect was not likely to set aside. If the obstacle remains more than two weeks, the respective party has the right with immediate effect to cancel the contract.

7.3 If the client e.g. stops payments, becomes bankrupt or makes composition proceedings, the rental company is entitled to cancel the agreement and take back the rental object at the client's costs.

#### 8. Disputes

8.1 Should the parties not agree in writing about arbitration procedures, disputes for reasons of contract have to be settled according to Swedish law and by the general court of law.

These Terms are originally in Swedish and if discrepancies are to be found between the Swedish text and the English text the Swedish text will prevail.

The below addendums to the above Terms are changing and complementing the Terms and thereby being valid between the parties.

#### Addendum to SRAH 19 Others

The Provider reserves the right to change prices and these Terms by deletions, additions or changes to the text if and when the Provider deems it appropriate and without notice to the customer. Any change will be valid for customers on newly rented Equipment and on contracts executed after conditions change.

#### Addendum to SRAH 19 Insurance

Rental insurance on the Equipment is only included in the rental agreement if the insurance is specified in writing on the front page of the agreement. Insurance claims are handled by an external claims consultant and the deductible upon each insurance case is SEK 5,000 excluding VAT. Rental insurance is not valid within airport areas.

#### Addendum to SRAH 19 Retention of title

The customer is aware that the Provider has acquired the Equipment through payment with instalments with retention of title to the Equipment. The customer hereby acknowledges and agrees that a third person has ownership restrictions in the Equipment, and that this person or the person acting in his place, without any liability and with the support of the customer has the right and without notice to immediately reclaim the Equipment from the customer.

#### Additions to SRAH 19 Billing

Prices for rental of Equipment is based on the Providers pricelist and as described in the written agreement. Calculation of Daily rental is made by dividing the declared monthly rent for the Equipment by 30, regardless of which month/months the rent is agreed upon or extends to.

#### Addendum to SRAH 19 Disputes

Any and all disputes between the parties is to be settled according to Swedish law in Stockholm Sweden and in the Swedish language.

These terms are on the website [www.itex.se](http://www.itex.se) and in the providers depots. The customer agrees to have taken note of the terms and the customer is deemed to have agreed on the terms by renting equipment from the provider whereby these terms forms an integrated part of the agreement between the parties.