

Terms and conditions for rental from AB Lipac Liftar AB (“Provider”) Accepted by the Swedish Rental Association, SRA and the Swedish Construction Federation, BI.

1. Validity

1.1 These rental terms and conditions (“Terms”) are valid for any and all rental of equipment and building machines without operator (“Equipment”) from the Provider. Alterations of the Terms must be in writing.

2. The Equipment

2.1 The Equipment has to be picked up and returned by the customer to the Providers depot. The Equipment is considered to be returned on the date when a written return note has been issued by the Provider.

2.2 Upon return of the Equipment, the Equipment has to be operational and labelled with the stipulated safety and security instructions and with all security devices attached as upon delivery.

2.3 The Provider has to provide instructions regarding the Equipment upon request. The instructions shall include how to manage, supervise and operate the Equipment and, if so requested by the customer, the instructions have to be provided in writing in the Swedish language.

2.4 Complaints regarding the Equipment or the instructions have to be in writing and sent to the Provider as soon as possible, but no later than one (1) week after the customer have been given access to the Equipment.

2.5 Upon return of the Equipment, the Equipment has to be cleaned thoroughly and in good condition with wear and tear based on normal usage. If not, the Provider is entitled, and then based upon his own judgment to make the necessary cleaning and repair of the Equipment at the sole expense of the customer.

2.6 The Provider is responsible for mandatory examinations of the Equipment. However, the client has to take care of and pay for any and all examinations needed on the site after and during the time the Equipment is in the hands of the customer. During normal working hours and after notification to the client, the Provider is entitled, to perform mandatory examinations of the Equipment.

3. Usage

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

3.2 The Provider has to give written consent to any and all relocation of the Equipment to a different site as stipulated in the agreement. Furthermore the Provider have to give written consent if other persons and/or companies than the customer is to use the Equipment.

3.3 The customer is responsible for all supervision and maintenance of the Equipment during the rental. In addition to this, the customer must pay for any and all consumable supplies i.e. fuels, lubricants and spare parts.

3.4 Any and all unauthorised operations and changes of the Equipment and its construction are strictly forbidden.

4. Rental period

4.1 The rental period is calculated as of the date when the Equipment, according to the party's written agreement, is available for the customer until the day when the Equipment is returned to the Provider as stipulated I clause 2.1.

4.2 The Equipment is rented for use at a maximum of eight (8) hours per day unless anything else has been agreed between the parties in writing.

5. Payment

5.1 Rent for the Equipment is charged the customer in accordance with the Providers at every moment valid pricelist. Applicable forms of rent are i.e. Daily rent (8h), Additions to Daily rent, Rent based on Calendar day, and Basic rent.

5.2 Stipulated Daily rent is the rental price per rented Equipment and day. Rent for part of day is charged as Daily rent (8h). If the rented Equipment is used more than 8 hours per day, an Addition to Daily rent is charged according to the Providers price list. If the Equipment is rented on Daily rent basis non-working days, i.e. Saturdays, Sundays and public holidays are free of charge. For special and specified Equipment as per Providers price list, rent is charged per Calendar day or month.

For the avoidance of doubt, rent is always charged upon the customer for all Equipment during holiday periods or other thereto similar periods.

5.3 Consumable supplies related to the Equipment are charged separately as well as any and all costs for cleaning and repair of the Equipment.

5.4 Downtime, outage and work stoppage on the Equipment that is evidently related to the Provider, is free of charge.

5.5 Rental prices are presented excluding VAT.

5.6 Invoice has to be paid within thirty (30) days from date of invoice unless otherwise is stipulated in the Providers at every given time valid price list. Upon late payment, interest on overdue amount will be charged in accordance with the interest rate on the invoice but no less then as to the Swedish Interest Act.

5.7 Upon agreement between the parties regarding Equipment, the Provider has the irrevocable right to claim financial security from the customer corresponding to the total price of Daily rents agreed for the Equipment or any other adequate security Providers finds appropriate.



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6. Liability

6.1 The Provider is only responsible for normal wear and tear on the Equipment.

6.2 During the rental period the customer is responsible for any and all loss of the Equipment as well as for any and all damages and wear and tear not caused by normal usage of the Equipment ("Damages").

Damages have to be reported to the Provider as soon as possible, the Provider then decides how the Equipment is going to be repaired or scrapped. If Equipment is lost or Damaged and cannot be repaired, the cost for the Equipment has to be paid by the customer with a sum corresponding to the replacement cost of the Equipment. It is the customer's responsibility to report any theft of the Equipment to the police.

6.3 During the rental period the customer is responsible for any and all loss and Damages of the Equipment caused either by himself or by a third party.

6.4 The Provider is only responsible for direct damages caused by the Providers gross negligence. Accordingly the Provider has no liability whatsoever for indirect damages caused i.e. by delay in delivery, downtime, outage and work stoppage.

6.5 The Provider have the right to demand that the customer is to insure the Equipment with a full insurance (all-risk insurance) corresponding to the replacement cost.

6.6 Unless otherwise is agreed the Provider and the Customer is obliged to have a third party liability insurance.

6.7 The Provider, will have Equipment that needs third party traffic insurance, insured. Upon usage of the traffic insurance the customer pays the deductibles.

7. Cancellation

7.1 A party has the right to cancel the agreement if and when the other party is proven guilty of breach of contract and the said party have not rectified the breach within three (3) days after the notice of breach.

7.2 However, the parties may not terminate the agreement directly if the breach of contract is due to reasons beyond the party's control i.e. war, decisions made by authorities, or other issues not caused by the breaching party and affecting the fulfilment of the agreement and due to causes that the party could not have anticipated or effect he was not able to set-aside.

If the above reasons for breach of contract remains more than two (2) weeks, the respective party has the right with immediate effect to cancel the contract.

7.3 If the customer stops its payments, becomes bankrupt or starts negotiations regarding abatements of debts the Provider is entitled to cancel the agreement and take back the Equipment at the costs of the customer.

8. Disputes

8.1 Any and all disputes between the parties is to be settled according to Swedish law and by a Swedish court unless the parties have agreed to use arbitration proceedings.

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

Addendum to SRAH 03 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.

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.

Addendum to SRAH 03 Insurance

Rental insurance by Gjenside Insurance company 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 03 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 03 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 03 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.LIPAC.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.



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