

General rental terms, Zeppelin Sverige AB - Energy Rental

1. Applicability

1.1 These general rental terms apply to equipment hire. Amendments to these terms must be made in writing. The hirer's written order or confirmation for the hiring of the rental object shall be interpreted as their explicit acceptance of these general rental terms.

2. Rental object

2.1 The rental object shall be collected from and returned to the owner's depot unless otherwise agreed in writing.

2.2 On return, the rental object shall be in the same operational condition as it was on collection, accounting for regular wear and tear, and be fitted with the necessary guards and safety devices. Any alterations made to the equipment shall be restored at the expense of the hirer. Furthermore, where separate cleaning/sanitization is required beyond that required following normal use, this shall be done at the expense of the hirer. The hirer will be debited for re-sealing tanks with broken seals.

2.3 On request, the owner shall provide instructions for the operation, inspection and maintenance of the rental object.

2.4 Complaints about the rental object or instructions must be reported to the owner in writing as soon as possible in order to be valid, and no later than two days after the hirer was given access to the rental object.

2.5 The owner is responsible for mandatory inspections of the rental object. However, the hirer shall be responsible for and cover all travel costs to and from inspection locations following assembly at the hirer's workplace. Upon notification, the owner has the right to carry out mandatory inspections of the rental object at the workplace during regular working hours.

3. Use

3.1 The rental object shall only be used for the tasks and under the working conditions for which it is intended and has been agreed. The hirer shall follow the owner's instructions for how the rental object should be used, stored and generally looked after. The rental object must only be used and operated by people with the necessary training and expertise.

3.2 The rental object must not be moved to any other workplace than that agreed without the specific written consent of the owner. The rental object must not be rented out to anyone else without the owner being informed of this in writing before the start of the rental period.

3.3 The hirer shall be responsible for the daily inspection and maintenance of the rental object. The hirer shall immediately inform the owner if the object is not working as intended or needs to be serviced or repaired. The hirer may not repair or make replacements or changes to the rental object without the owner's written consent.

3.4 For maintenance and servicing that has to be carried out by the owner at the hirer's workplace, travel costs and travel time will be invoiced to the hirer in accordance with the current price list..

3.5 In cases where the equipment has an agreed maximum/average daily/weekly number of operating hours, an additional fee will be charged for excess time in operation. (Consult your salesperson if uncertain)

4. Term

4.1 The term of rental period is calculated from the agreed day on which the rental object is available for collection or leaves the depot for transport, up to and including the day the rental object is returned in accordance with 2.1.

4.2 The rent agreement cannot be automatically terminated without the terminating party notifying the other party in writing of their wish to end the agreement.

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4.3 If the owner is responsible for disassembly and/or return transport, they have a maximum of 7 working days to arrange and execute this, except in cases of force majeure.

4.4 The rental object has been priced and budgeted for an estimated rental period pursuant to the quotation. If, on their own initiative, the hirer breaks off/terminates or shortens the rental period, the owner has the right to charge 40% of the remaining rental cost.

5. Remuneration

5.1 The agreed daily/weekly rent consists of the rental price per rental object, per day/week. Periods of less than one day are charged as one full day.

5.2 No rent is payable for downtime and interruptions that the owner is responsible for.

5.3 The agreed price does not include VAT unless otherwise agreed.

5.4 The invoice sum must be in the owner's account no later than the due date provided on the invoice.

5.5 In the event of late payment, penalty interest is charged at a reference rate + 8% on the invoice amount from the due date and a statutory reminder fee of currently SEK 150. The reference rate is an interest rate set once every six months by the Swedish Riksbank.

5.6 In cases of rejected credit applications, the owner has the right to request payment in advance upon conclusion of the contract before delivery, or that the hirer provide a security corresponding to the number of days of hire stated for the respective machinery/equipment according to the owner's quotation.

6. Liability

6.1 The owner is responsible for costs resulting from regular wear and tear.

6.2 During the rental period, the hirer is responsible for loss of the rental object and for all damage not attributable to regular wear and tear.

6.3 Damage must be reported to the owner for a decision on repairing the rental object; this also applies if the rental object is lost or damaged. If it is not possible to repair the object, the hirer must pay compensation corresponding to the cost of replacing the rental object.

6.4 During the rental period, the hirer is responsible for injuries caused by the rental object to themselves or third parties, regardless of how these arise. This also applies to personal injury and death.

6.5 The owner is only responsible for the functionality of the equipment. The owner is therefore not responsible for damage that arises as a result of delayed delivery, downtime or interruptions.

6.6 The equipment must be insured for the entire rental period. The hirer must present valid insurance documents covering the cost of replacing the equipment or use the owner's Rental Insurance. For information on the Rental Insurance, see the document "Rental Insurance" on our website, www.energrental.se, www.energrental.dk.

6.7 The owner and hirer shall have customary liability insurance unless otherwise agreed.

6.8 The hirer is responsible for the equipment during loading/unloading at the hirer's delivery site, regardless of who arranged the transport.

7. Termination

7.1 Parties have the right to terminate the agreement in cases where the counterparty breaches the agreement and has not rectified this in good time after being notified about this.

7.2 Parties may not invoke a breach of contract if the fulfilment of the agreement is prevented as a result of circumstances outside of the control of the parties such as war, decisions by public authorities or other

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circumstances not caused by the party (force majeure) which materially affect the fulfilment of the agreement and which the party could not have foreseen or whose detrimental impact could not have reasonably been prevented. If the impediment lasts for more than two weeks, the respective party has the right to terminate the agreement with immediate effect.

7.3 The owner is entitled to terminate the agreement and to recover the rental object at the expense of the hirer, by giving written notice to thereof to the hirer, if: (a) the hirer applies for company restructuring, declares bankruptcy or initiates renegotiations; or (b) the hirer has not paid an undisputed invoice within 60 days from due date despite the owner having issued at least two written payment reminders. Termination made by the owner shall become upon the date of such written notice.

7.4 The hirer may terminate the rental period and the agreement for convenience at any time. Any such termination shall not affect the hirer's obligation to fulfil any expressly agreed payment obligation relating to the remaining rental period which is triggered in case of such early termination.

8. Ownership

8.1 The rental object is and remains the property of the owner and must not be used in breach of these terms or in a manner which risks affecting the owner's proprietorship. The rental object must not, for example, be registered, pledged, merged with real estate or transferred by the hirer.

9. Processing of personal data

9.1 The Owner's processing of personal data in relation to the Hirer's order or confirmation of the hire of hire objects shall be governed by the Owner's Privacy Policy: [Integritetspolicy | Zeppelin](#)

9.2 A party may process personal data provided by the other party and use such data only to the extent necessary for the party to fulfil its obligations. Appropriate measures shall be taken to protect the data. Transfer of personal data outside the EU/EEA is not permitted unless otherwise agreed. Where required, a data processing agreement shall be entered into.

10. Export Prohibition

The Hirer understands and confirms that the hire object or any parts thereof shall not (i) be hired out, (ii) be sold to, nor (iii) be offered for resale, hired out, leased, further exported, re-exported, transferred to, or otherwise made available for use ("distributed") in countries or territories subject to international trade embargoes, including, but not limited to, Russia, Belarus, Iran, Syria, North Korea, the Republic of Crimea, Sevastopol, areas not controlled by the Government of Ukraine in the DNR (the so-called Donetsk People's Republic), the LNR (the so-called Luhansk People's Republic), and the regions of Kherson and Zaporizhzhia ("Prohibited Areas"). Distribution to Prohibited Areas is expressly prohibited.

The Hirer shall indemnify, defend, hold harmless and unconditionally compensate the Owner, all companies within Zeppelin Sverige AB, including Zeppelin GmbH and all subsidiaries of Zeppelin GmbH, and the manufacturer, against any and all claims, fines, penalties, damages, losses and liabilities incurred as a result of the Hirer's failure to comply with this Section 10. Failure to comply with any part of this Section 10 shall result in immediate termination of the hire relationship between the parties. This Section 10 shall remain in force after termination or expiry of any order or confirmation of hire of the hire object, agreement, offer or other binding document between the parties.

11. Disputes

11.1 Disputes regarding this agreement shall be settled according to Swedish law and by a general court in cases where the parties cannot agree to arbitration.