



Standard terms and conditions Agder Rental AS

1.0 Documents and validity

- 1.1 Standard terms and conditions apply to all lease objects from Agder Rental AS (herein referred to as the Lessor).
- 1.2 Standard terms and conditions are an integrated part of the lease contract and are accepted on signing this contract.
- 1.3 If individual changes are made in Standard terms and conditions, these must always be written into the lease contract.
- 1.4 The Lessee is obliged to investigate whether insurance terms and conditions apply, related to how the lease object is used during the lease period.
- 1.5 The insurance terms and conditions are accepted on signing this contract.
- 1.6 The Lessee cannot sub-let, mortgage or loan out the lease object to any other party during the lease period.
- 1.7 The lease contract is binding and the agreed duration of the lease period is applied as a basis for all prices in the lease contract.
- 1.8 The Lessor has the right to carry out a credit check of the Lessee, both before signing the contract and during the lease period.
- 1.9 Prices are always stated exclusive of VAT.
- 1.10 The Lessor makes reservations for price changes, changes in currency exchange rates and index adjustments.

2.0 Insurance

- 2.1 The Lessor's plant machines have liability and comprehensive insurance.
- 2.2 The insurance premium will be charged to the Lessee as a percentage rate, added to the monthly lease charge.
- 2.3 The percentage rate for the insurance premium is added to the gross lease charge.
- 2.4 The insurance premium's applicable percentage rate is written into the lease contract.
- 2.5 In some cases, it can be necessary to expand the insurance policy. An example is if the lease object is to be used on board a barge or ship. Expansion of the insurance policy shall be written into the lease contract and will be charged to the Lessee.
- 2.6 The Lessee is responsible for the correct storage, use and security of the lease object during the lease period.
- 2.7 The insurance does not cover damage caused by gross negligence, use in contravention of the Lessor's/machine supplier's instructions and lack of maintenance.
- 2.8 The Lessee must contact the Lessor immediately if damage/accident/theft/fire or similar occurs.
- 2.9 The Lessee must submit a damage report within 24 hours after damage has occurred. The Lessor will forward the damage report to the insurance company. If a damage report is not submitted, any claims for insurance cover will be voided.
- 2.10 The damage report must contain information concerning: the Lessee's registered business number, driver/operator at the time the damage occurred, documentation images and a complete account of the incident.

3.0 Excess charges

- 3.1 NOK 50 000 for plant machinery with a new value of less than NOK 1 million
- 3.2 NOK 100 000 for plant machinery with a new value of more than NOK 1 million
- 3.3 NOK 25 000 for equipment with a new value of up to NOK 0.5 million
- 3.4 NOK 50 000 for equipment with a new value of NOK 0.5 - 1 million
- 3.5 NOK 100 000 for equipment with a new value of more than NOK 1 million
- 3.6 NOK 25 000 for vehicles less than 3.5 tonnes
- 3.7 NOK 100 000 for vehicles over 3.5 tonnes

4.0 Basis for calculation of lease charges

- 4.1 The Lessor is not responsible for ensuring the suitability of the lease object for the Lessee's requirements.



- 4.2 Standard working volume is up to one shift/160 hours per month for each lease object. Deviations from this must be written into the lease contract.
- 4.3 Mileage for cars and lorries must be stated in the number of kilometres per month. This must be written into the lease contract.
- 4.4 Excess amounts of working volume and mileage will be charged to the Lessee according to the rates written into the lease contract.
- 4.5 The Lessor will cover the capital and investment represented by the lease object.
- 4.6 The Lessee shall cover the cost of inspections for legally-mandated annual certification of the lease object.
- 4.7 The Lessee shall cover the cost of any rectifications ordered by inspections.
- 4.8 The Lessee shall cover operational costs during the lease period. Examples of operational costs can be: fuel, oil, other lubricants, antifreeze, brake fluid, water for batteries, chisels for breakers, parts for hammer drills, filling of accumulators, drilling tools, chains, tyres, buckets, bucket teeth, conveyor belts, consumable parts, service costs, service visits, preventive maintenance and anything else that falls naturally herein.
- 4.9 The Lessee shall cover costs of wear and tear on equipment that is in contact with rock and/or concrete.
- 4.10 The Lessee shall cover the cost of toll roads and other local charges for use during the lease period.
- 4.11 The Lessee shall inform the Lessor of any need for repairs and/or rectification of any damage incurred during the lease period. This will be carried out by the Lessor's service provider and will be charged to the Lessee.
- 4.12 Spare components, repairs, inspections and service visits shall be covered by the customer and be supplied by the Lessor's service provider.
- 4.13 Documented and legally-mandated training is the responsibility of, and the cost shall be borne by, the Lessee, and can be ordered from the Lessor's service provider.

5.0 Service provider

- 5.1 The relevant service provider shall be written into the lease contract.
- 5.2 The service provider can utilise hired resources and services as required.
- 5.3 The service provider will supply all services during the lease period. This applies to service, repairs, sales of spare parts/consumable materials and everything else that falls naturally herein.
- 5.4 If service contracts or other contracts are signed between the Lessee and other service providers, this must be agreed with the Lessor and be written into the lease contract.
- 5.5 If the lease object is associated with interval-determined service contracts, this must be written into the lease contract.
- 5.6 Interval-determined and hourly-based service agreements will be charged to the Lessee unless otherwise written into the lease contract.

6.0 Delivery of the lease object

- 6.1 EXW applies as delivery terms and conditions. The Lessee therefore bears all risk and costs associated with bringing the lease object to its final destination.
- 6.2 The Lessor will prepare the lease object before delivery, such that it is in operational condition before delivery to the Lessee.
- 6.3 The Lessor will take photographs for documentation of the condition of the lease object before delivery.

7.0 Transport

- 7.1 The Lessee assumes responsibility for the lease object, from its delivery until it is returned to the Lessor's depot on expiry of the lease period.
- 7.2 If the Lessee wishes to transport the lease object himself, this must be authorised in advance by the Lessor. The Lessee shall in such case, at his own cost, arrange for full-coverage (comprehensive) transport insurance. Confirmation of insurance must be sent to the Lessor for approval before the lease object is transported.



8.0 Customs duties

- 8.1 If costs for import, export or customs duties become relevant, these must be written into the lease contract. These costs must be covered by the Lessee, with a due date for payment 30 days after the invoice date.

9.0 Handover to the Lessee

- 9.1 If the Lessee requires start-up training, this must be clarified in advance and be written into the lease contract.
- 9.2 For lease of advanced and expensive equipment, the Lessee is obliged to order start-up from the Lessor's service provider. Costs associated with this must be clarified before the lease contract is signed.
- 9.3 If the lease object is not in accordance with the lease contract, the Lessee must inform the Lessor immediately.
- 9.4 If faults/defects on the lease object are not reported within 2 business days, the handover will be considered accepted by the Lessee.

10.0 Use of the lease object

- 10.1 The lease object must only be operated by personnel who hold the necessary certificates, permits, training and skills. The Lessee is obliged to research this before the lease object is taken into use.
- 10.2 The Lessee shall notify the Lessor if the lease object is moved to another location during the lease period.
- 10.3 The lease object must only be used in normal working/operating conditions according to the manufacturer's guidelines.
- 10.4 The Lessee shall not make any alterations to or carry out reconstruction on the lease object.
- 10.5 If the Lessee intends to use the lease object in corrosive and/or otherwise challenging environments, this must be agreed with the Lessor. This must be written into the lease contract and the Lessee shall bear any costs incurred.
- 10.6 The Lessee is responsible for any calibration of GPS and machine controllers and for checking these prior to use. The Lessor bears no liability or consequences in this regard.
- 10.7 The Lessee shall carry out daily checks before start-up, in accordance with the manufacturer's guidelines.
- 10.8 When replenishing lubricants, oils or other fluids, only original products must be used, in accordance with the manufacturer's guidelines.
- 10.9 The Lessee must notify the Lessor immediately if warning lights, service indicators, alarms or similar are activated, and/or if the lease object does not function as expected.
- 10.10 The Lessee must log and be able to document daily checks and other maintenance carried out during the lease period. The documentation must be sent to the Lessor continually.

11.0 Breach of lease contract

- 11.1 The Lessor can terminate the lease contract with immediate effect if the Lessee defaults on his obligations.
- 11.2 Termination shall be in writing.

12.0 Operational stoppages

- 12.1 If an unexpected stoppage occurs, the Lessor must be notified immediately.
- 12.2 The Lessor will not cover any consequences of stoppages that are incurred by the Lessee or third party, regardless of cause.

13.0 Extension of the lease period

- 13.1 The lease period is binding and is written into the lease contract.
- 13.2 If the Lessee wishes to extend the lease period, the Lessor must receive a written notification with a minimum of 1 month's written notice before the expiry of the lease period.
- 13.3 The Lessor reserves the right to carry out a transit sale.



14.0 Condition report for advanced equipment/machinery

- 14.1 A condition report must be drawn up on expiry of the lease period. This will be the document subsequently used as a basis for repairs, and in dialogue between the Lessor and the Lessee.
- 14.2 The condition report shall be signed by the Lessor and the Lessee.

15.0 Return of the lease object on expiry of the lease period

- 15.1 The Lessee shall fill up fuel, oil and fluids prior to returning the lease object.
- 15.2 The Lessee shall clean the lease object before it is returned.
- 15.5 The Lessor can direct the lease object to be returned to an alternative depot than the one used for delivery, provided this does not lead to higher transport costs for the Lessee.
- 15.6 Return to the Lessor's depot shall be done within normal opening hours. Any other arrangements must be agreed in advance.

16.0 Acceptance checks on return

- 16.1 The Lessor shall carry out acceptance checks as soon as possible after the lease object is returned.
- 16.2 The Lessee will be charged for repairs of any damage, faults or defects that have been inflicted on the lease object during the lease period.
- 16.3 If repairs are required after an acceptance check, this will prevent the relevant lease object from being re-leased again. If this occurs, the lease period will be extended until the lease object has been completed and is ready for re-lease. The Lessee will be charged for this extension, in accordance with the rates stated in the lease contract.

17.0 Invoicing and payment terms/conditions

- 17.1 Monthly lease charges and insurance premiums will be invoiced automatically in advance with a due date for payment 15 days from the invoice date.
- 17.2 Operational costs and other costs will be invoiced in arrears, with a due date for payment 15 days from the invoice date.
- 17.3 Daily lease charges will be invoiced in arrears, with a due date for payment 15 days from the invoice date.
- 17.4 Payments made after the due date will incur interest as stipulated in the Act on Interest on Overdue Payments.
- 17.5 Private customers must pay a deposit and advance rental charges in cash. This must be written into the lease contract.

18.0 Disagreements and disputes

- 18.1 Should disagreements occur, the Lessor and the Lessee shall always resolve these through written communications/meetings.
- 18.2 If a legal dispute should arise, the Lessor's business address shall be accepted as the legal venue.

19.0 Force majeure

- 19.1 The Lessor accepts no liability for any incidents that may occur due to a force majeure situation, or other incidents that are outside the Lessor's control.