



## Standard Terms and Conditions Agder Rental AS

### 1.0 Contract documents and validity

- 1.1 Standard Terms and Conditions apply to all rental items with Agder Rental AS (hereinafter referred to as the Lessor), and are an appendix to the Rental Contract.
- 1.2 These Standard Terms and Conditions have been translated from Norwegian to English. In the event of any inconsistency, the Norwegian version shall prevail.
- 1.3 Individual modifications to the Standard Terms and Conditions shall be recorded in writing and stated in the Rental Contract.
- 1.4 In the event of a conflict between the Standard Terms and Conditions and the Rental Contract, the provisions of the Rental Contract shall prevail.
- 1.5 Offers are valid for 30 days unless otherwise agreed in writing.

### 2.0 Price and price adjustments

- 2.1 Prices are quoted excluding VAT.
- 2.2 Rent is paid per day for the entire rental period. The rent runs from the agreed start date even if the rental item has not been made available, if this is due to circumstances on the part of the lessee.
- 2.3 Rents shall be index-linked on 1 January each year in accordance with Statistics Norway's consumer price index. January in the year in which the offer is made shall be regarded as the base month.
- 2.4 The Lessor reserves the right to change the prices with one month's written notice in the event of changes in the Lessor's direct and indirect costs related to the rental item and services, including changes in currency exchange rates.
- 2.5 The Lessor may carry out a credit assessment of the lessee.

### 3.0 Liability and Insurance

- 3.1 The lessee is responsible for the proper storage, use and security of the rental item during the rental period. The lessee bears the risk of loss of and damage to the rental item during the rental period.
- 3.2 The Lessor's work machines and vehicles have the usual liability and comprehensive insurance.
- 3.3 Equipment and accessories for machines have the usual property insurance (fire and theft).
- 3.4 The lessee is obliged to clarify whether the insurance terms and conditions cover the use of the rental item during the rental period. If this is not the case, the lessee must notify the Lessor immediately.
- 3.5 The lessee covers the deductible for damages and losses that are covered by insurance.
- 3.6 The insurance premium is charged to the lessee by adding 6% to the rental price.
- 3.7 The lessee shall notify the Lessor immediately if damage/accident/theft/fire or similar occurs.
- 3.8 The lessee shall submit a damage report to the Lessor within the first working day after damage or loss has occurred. The Lessor will forward the damage report to the insurance company. If the lessee fails to submit a damage report, claims for insurance cover may be lapse. The damage report shall contain the following information: the lessee's organisation number, driver/operator at the time of the damage, documentary photos and a detailed description of the incident. The Lessor forwards the damage report on to the Lessor's insurance company, which then determines whether the reported damage is covered by the Lessor's insurance.
- 3.9 The rent continues as normal during the repair of damages for which the lessor is not responsible.

### 4.0 Insurance deductible per damage, stated in NOK:

#### Work machines (Liability and comprehensive)

- 4.1 NOK 25,000 for work machines with a new value of less than NOK 1.5 mill.
- 4.2 NOK 50,000 for work machines with a new value of NOK 1.5 million. – 2.5 mill.
- 4.3 NOK 100,000 for work machines with a new value of more than NOK 2.5 mill.

#### Work machines and vehicles over 3.5 tonnes on tunnel projects

- 4.4 NOK 250,000 regardless of new value.

#### Equipment (property insurance)

- 4.5 NOK 25,000 for equipment with a new value of less than NOK 0.5 mill
- 4.6 NOK 50,000 for equipment with a new value of 0.5 - 1 mill.
- 4.7 NOK 100,000 for equipment with a new value of more than NOK 1 mill.



#### **Vehicles (Liability and Comprehensive)**

- 4.8 NOK 25,000.00 Liability and Comprehensive, under 3.5 tonnes.
- 4.9 NOK 50,000.00 Liability and Comprehensive, over 3.5 tonnes.
- 4.10 Kr 10 000,- Glass, windscreen replacement, under 3.5 tonnes.
- 4.11 Kr 20 000,- Glass, windscreen replacement, over 3.5 tonnes.
- 4.12 NOK 3,000.00 Rescue expenses, less than 3.5 hours.
- 4.13 NOK 25,000.00 Rescue expenses, over 3.5 hours.

#### **5.0 Basis for calculation of rent**

- 5.1 Standard work volume is up to one shift/160 hours per month for each rental item, settled per month.
- 5.2 Mileage for cars and lorries is stated in kilometres per month. The mileage shall be recorded in the Rental Contract.
- 5.3 The Lessor will not make a deduction from the rental price if the actual volume of work is less than one shift/160 hours per month or if the actual mileage is less than that recorded in the Rental Contract.
- 5.4 Exceeding work volume and mileage is charged to the lessee.
- 5.5 The Lessor covers the capital and investment that the rental item represents.
- 5.6 The lessee covers the cost of wear and tear on equipment that is in contact with rock and/or concrete.
- 5.7 The lessee covers any given fines during the rental period.
- 5.8 The lessee covers the costs of tolls, ferries, parking, studded tyre fees and other local fees for use during the rental period.
- 5.9 The lessee shall notify the Lessor of the need for repairs and/or rectification of any damage caused to the rental item during the rental period. The repairs shall be carried out by the Lessor's service provider and charged to the lessee if they are not covered by insurance.
- 5.10 Rent shall be paid during the agreed rental period. The rental period is calculated, and the rent runs, from the time the rental item is handed over or made available to the lessee. Rent is payable for each day started until the rental item(s) is/are returned to the Lessor in the agreed condition.
- 5.11 Documented and legally required training is the lessee's responsibility and cost.

#### **6.0 Delivery of rental item and transport**

- 6.1 The applicable delivery terms are EXW.
- 6.2 The lessee bears all costs and risks associated with bringing the rental item to its destination, including insurance.
- 6.3 The Lessor shall take photographs to document the condition of the rental property prior to handover.

#### **7.0 Customs clearance**

- 7.1 Customs clearance costs are covered by the lessee.

#### **8.0 The lessee shall inspect the rental item upon handover**

- 8.1 As soon as practically possible after delivery, the lessee shall check that the rental item is in contractual condition. If faults/deficiencies in the rental item that the lessee has or ought to have discovered in connection with the handover are not reported within two working days, the handover is deemed to have been accepted by the lessee and the lessee forfeits its right to claim the fault/deficiency.

#### **9.0 The lessee's use of the rental item**

- 9.1 The lessee is obliged to use and store the rental item properly and in accordance with applicable user manuals, safety provisions, acts and regulations.
- 9.2 The lessee is responsible for ensuring that the rental item is suitable for the lessee's needs at all times.
- 9.3 The lessee shall arrange and pay for the obtaining of all public permits that are specifically required for the delivery and use of the rental item at the lessee's specified location and business.
- 9.4 The rental item may only be used by qualified personnel who have the required licence(s), permit(s), training and competence. The lessee is obliged to check this prior to using the rental item.
- 9.5 The lessee shall notify the Lessor if the leased property is moved to a new location or other project.
- 9.6 The rental item may only be used in connection with normal working/operating conditions and in accordance with the manufacturer's guidelines. Without the written consent of the Lessor, the rental item shall not be subjected to environmental loads for which it is not intended. If the lessee is to use the rental item in corrosive and/or other particularly challenging operating conditions, this shall be agreed with the Lessor.



- If the item is to be used in particularly challenging operating conditions, this shall be recorded in the Rental Contract, and the lessee shall cover any additional costs incurred.
- 9.7 The lessee shall ensure that accessories for the rental item are adapted and scaled in accordance with the manufacturer's guidelines.
- 9.8 The lessee shall not make any modifications or alterations to the rental item.
- 9.9 The lessee may not sublet, pledge or lend the rental item to third parties.
- 9.10 The lessee is responsible for any calibrations of GPS and machine controls, and shall check these prior to use. The Lessor bears no responsibility or consequences related to this.
- 9.11 The lessee shall carry out daily checks before start-up, in accordance with the manufacturer's guidelines. The lessee shall carry out ongoing inspection and maintenance, as well as replacement of consumables and other items to be used or replaced during operation in accordance with the user manual.
- 9.12 When refilling lubricants, oils and other fluids, only use original products according to the manufacturer's guidelines.
- 9.13 The lessee shall notify the Lessor immediately if warning lights, service indicators, alarms or similar occur and/or the rental item does not function.
- 9.14 The lessee shall log and be able to document daily inspections and other maintenance carried out during the rental period. This shall be presented at the request of the Lessor.
- 9.15 The time for the next Expert Inspection / EU inspection shall be part of the daily inspection. The lessee shall immediately notify the Lessor in writing to order a new Expert Control / EU inspection if this expires during the rental period.
- 9.16 The lessee shall not carry out repairs, make changes or modifications to the rental item without the Lessor's written consent. The lessor has the right to inspect the rental item, carry out maintenance, annual inspection and certification of the rental item during normal working hours, and the lessee shall facilitate this.
- 9.17 If faults/deficiencies arise in the rental item for which the Lessor is responsible, the lessee shall notify the Lessor without undue delay after the lessee has or ought to have discovered the matter. The lessee loses its right to assert the fault/deficiency if the complaint is submitted too late.

#### **10.0 Breach of the Rental Contract**

- 10.1 The Lessor may terminate the Rental Contract with immediate effect if the lessee materially breaches its obligations.
- 10.2 The Lessor may terminate the rental of an individual rental item with immediate effect if the lessee defaults on its obligations related to this.
- 10.3 Irrespective of the above, the Lessor may terminate the Rental Contract if the lessee goes bankrupt, initiates debt settlement negotiations or becomes insolvent.
- 10.4 Termination shall be made in writing.

#### **11.0 Business interruption and indirect losses**

- 11.1 If unforeseen downtime occurs, the Lessor shall be notified immediately.
- 11.2 The Lessor does not cover any consequences of business interruption, regardless of the cause, which is incurred by the lessee or a third party.
- 11.3 Furthermore, the Lessor shall not under any circumstances cover indirect or consequential losses as a result of delays, deficiencies or other breaches of the Rental Contract, unless caused by gross negligence or wilful misconduct on the part of the Lessor.

#### **12.0 Special provisions regarding the rental period**

- 12.1 If the lessee wishes to extend the rental period, the Lessor shall be notified of this in writing at least one month before the end of the rental period. If the parties agree on such an extension, this shall be set out in writing in an appendix to the Rental Contract.
- 12.2 In the case of agreements defined as long-term rentals (more than 6 months), the lessee may terminate the rental of a single underlying rental item with one month's written notice. The notice period is the current month in which the termination takes place, plus 1 month, unless otherwise agreed in writing between the lessee and the Lessor.

#### **13.0 Prior sale**

- 13.1 The Lessor reserves the right to prior sale.

#### **14.0 Return of rental item at the end of the rental period**

- 14.1 The lessee tops up fuel, oils and liquids prior to returning the rental item. The lessee covers the costs if the Lessor has to do this.
- 14.2 The lessee shall return the rental item cleaned and in the same condition as when it was handed over, with the exception of normal wear and tear.



The Lessor may instruct the lessee to return the item to a different depot than the one from which it was collected, provided this does not result in higher transport costs for the lessee, or if the Lessor covers any additional costs.

- 14.3 The lessee is responsible for deleting their data from the machine control system after the rental period, so that this data is not accessible to the next lessee or others.
- 14.4 The lessee shall notify the Lessor of the time of return at least one working day in advance.
- 14.5 Returns to the Lessor's depot shall be made during the opening hours.

#### **15.0 Receiving inspection after return**

- 15.1 The Lessor will carry out the usual receiving inspection of the rental item as soon as possible after its return.
- 15.2 The lessee will be charged for the costs of repairing any damage, defects or deficiencies caused to the rental item during the Rental Period. The lessee will also be charged for costs incurred as a result of the rental item not being cleaned or prepared for return. If repairs etc. have to be carried out after the receiving inspection, this may prevent a new rental of the rental item in question. In this case, the rental period will be extended until the rental item is completed and ready for new rental. The lessee will be charged rent according to rates stipulated in the Rental Contract.

#### **16.0 Invoicing and payment terms**

- 16.1 Monthly rent and insurance premiums are automatically invoiced in arrears, with a due date of 15 days from the invoice date.
- 16.2 Operating costs and other items are invoiced in arrears, with a due date of 15 days from the invoice date.
- 16.3 Daily rent is invoiced in arrears with a due date of 15 days from the invoice date.
- 16.4 In the event of payment after the due date, the Norwegian Act relating to interest on overdue payments applies.
- 16.5 Advance payment may be required in special cases.
- 16.6 Private customers pay deposits and advance rent in cash. This shall be recorded in the Rental Contract.

#### **17.0 Disagreements and disputes**

- 17.1 If disagreements arise, the Lessor and lessee shall always seek to resolve these through written dialogue/meetings.
- 17.2 If the negotiations do not lead to agreement between the parties, the dispute shall be settled by ordinary court proceedings, unless the parties agree to have the dispute settled by arbitration.
- 17.3 If a legal dispute arises, the Lessor's place of business is accepted as the legal venue.
- 17.4 The contractual relationship is governed by Norwegian law.

#### **18.0 Force majeure**

- 18.1 The parties are entitled to an extension of time limits if the progress of their obligations is impeded by circumstances beyond their control, such as public orders and prohibitions, strikes, lockouts and collective agreement provisions. Force majeure shall also include restrictions on the supply of fuel, legal and illegal labour disputes, military mobilisation or requisitioning, seizure or currency, export, and import restrictions.
- 18.2 A party shall not be entitled to an extension of time limits for any impediment that the party or its contractual agents should have taken into account when entering into their respective contracts, or could reasonably be expected to avoid or overcome.



## Terms and Conditions for tunnel projects Agder Rental AS

### 19.0 Terms and Conditions for tunnelling projects.

- 19.1 These Terms and Conditions apply in addition to the Standard Terms and Conditions, and are valid for all rentals for tunnel projects.
- 19.2 For tunnel projects, separate rental agreements are established to regulate service costs, maintenance, etc.

### 20.0 Service provider

- 20.1 The relevant service provider shall be specified in the Rental Contract.
- 20.2 The service provider may utilise contracted resources and services as required.
- 20.3 The service provider provides all services during the rental period. This applies to service, repairs, sale of spare parts/consumables and everything naturally associated thereto.
- 20.4 If a service agreement or agreements are established between the lessee and other service providers, this shall be agreed with the Lessor and recorded in the Rental Contract.
- 20.5 If the rental item is associated with frequency-controlled service agreements, this shall be recorded in the Rental Contract.
- 20.6 Frequency-controlled and hourly-based service agreements are charged to the lessee unless otherwise stipulated in the Rental Contract.

### 21.0 Start-up

- 21.1 When renting machinery, vehicles and equipment, the lessee is obliged to order start-up from the Lessor's service provider. Costs associated with this shall be clarified before the Rental Contract is signed.

### 22.0 Certification

- 22.1 The lessee covers the cost of inspections for statutory annual certification of the rental item.

### 23.0 Inspections

- 23.1 The lessee covers the costs of rectifying any remarks made during inspections.

### 24.0 Operating expenses

- 24.1 The lessee covers operating costs during the rental period. Examples of operating costs include: fuel, oil, other lubricants, antifreeze, brake fluid, water for battery, chisel for pneumatic drill, parts for rotary hammer, filling of accumulator, drill steel, chains, tyres, bucket and bucket teeth, conveyor belt, wear parts, service costs, service visits, preventive maintenance, and everything else that is naturally associated with this.
- 24.2 Spare parts, repairs, inspections and service visits shall be covered by the customer and provided by the Lessor's service provider.
- 24.3 The lessee covers the costs that are a consequence of wear and tear on equipment that is in contact with rock and/or concrete.

### 25.0 Condition report for equipment/machinery

- 25.1 A condition report shall be prepared at the end of the rental period. This will be the document that is used in repairs and dialogue between the Lessor and lessee.
- 25.2 The condition report shall be signed by the Lessor and lessee.