



### Basic Terms

- Provided that there is no other written agreement, then, rental charges will always be those listed in the current and valid rental price list.
- All quotations, estimates, price information, rental agreements or services are governed by the following terms & conditions.
- The one who requests a service is here after named the hirer and LOHKE Materieludlejning as named the owner.
- Only written quotations from the owner are legally effective and are valid for a period of 4 weeks. It is a precondition that quoted material is currently in stock and that services are carried out in normal working hours.
- All prices are excl. VAT, sundry charges, insurance and environmental charges.
- The owner reserves the right to changes in a quotation without notice.
- All quotations are covered by a printing error clause.

### Period of Rental

- The rental period starts from time that the rented material or service leaves the owners premises and terminates at the time the rented material or service is returned to the owners premises, both days included.
- Material returned before 08.00 will not be charged for that day.
- Termination shall be effected with a minimum of one days notification and material rented on a monthly basis with 8 days notification.
- The daily charge for material or services will be calculated for the whole period regardless of its utilization.
- The daily charge is based on a working day of 8 hours and excess of this will be charged as a new 8 hour period.
- Rental is based on a 5 day working week and is calculated on a daily basis.
- As stipulated in the rental agreement, however if the material used on Saturday, Sunday or on Holidays it will be charged accordingly.
- All rental to private customers is charged on a calendar day basis.
- Rental of material that does not require an operator will be charged on a Calendar day basis, this also includes mobile site offices and containers.
- Accessories (hoses, cables and the likes) are not included in the rental price and will be charged separately unless otherwise agreed.
- Rented material will at all times remain the property of the owner and can not be sold to the hirer.
- Periods where the hirer is unable to use the material for reasons out of the hirers control will not be deducted from the rental charge.
- The owner reserves the right at any time to terminate the rental agreement without notice, also in the event of a company reconstruction or bankruptcy.

### Obligations and Responsibilities of the Hirer

- Transport charges are the responsibility of the hirer and will be made on the basis of current rates or written quotation.
- The hirer will be responsible for all costs related to assembly and disassembly of material, as well as operating costs, fuel, lubrication, electricity etc. Only owner approved fuel and lubrication may be used.
- The hirer of diesel driven material may only use approved auto die-

sel and may under no circumstances use tax exempt fuels.

- The hirer may not carry out repairs or modifications to the rented material.
- Required repairs or modifications during the rental period may only be carried out by the owner or owner approved alternatives.
- The owner cannot be held responsible for repairs or modifications made by the hirer during the rental period. The hirer is responsible for any claims resulting from repairs and modifications that have been carried out contradictory to the above mentioned criteria.
- The hirer accepts all risks and responsibilities for the rented material.
- The responsibilities cover all forms of accident, theft, vandalism, injuries to own employees, 3rd party and property as referred to in the insurance conditions.
- The hirer is responsible for the material from the moment of delivery by the owner or collection by the hirer and until it is collected by the owner or returned by the hirer regardless of the rental period.
- The hirer does not have right to claim compensation and losses including operational losses or nullify the rental agreement due deficiencies of the material or not meeting the hirers expectations.
- The owner will at all times endeavour to provide suitable material on request from the hirer.
- Loan or rental to a third party is not permitted unless written permission from the owner is given. Furthermore rented equipment must not be transferred from the work site stipulated in the rental agreement without written permission of the owner.
- The hirer may not in any circumstances without the owners written permission transfer the rented material from Denmark.
- The hirer has an obligation to return the rented equipment clean and in a similar condition to that when it was received.
- All cleaning following operation in concrete, asphalt and other materials will be charged at current daily rates.
- The hirer can only be held responsible for personal injuries if it can be proved that the injury is a result of a mistake or neglect on the part of the hirer or others that the hirer has responsibility for.
- Compensation for personal injury can never exceed the amount stipulated by the Danish legal system.
- Equipment requiring an operator certificate may only be operated by persons having a current and valid certificate.
- The hirer has the full responsibility for reporting to employment authorities, making applications for road digging permission, and also ensuring that there may be a possibility of cable and pipe lines.
- It is the complete responsibility of the hirer to ensure that the rented equipment is placed in accordance with current building laws, safety regulations, traffic and road regulations, as well as warning sign regulations. All costs related to these stipulations, including fines and other sundry costs are the full responsibility of the hirer.
- All rented equipment will be subject to an environmental charge of 2% of the current gross catalogue price per unit.
- Do not smoke inside the equipment. A breach of this will incur extra cleaning costs.

### The Owners Obligations and Responsibilities

- Material is delivered by the owner in a fully operational, lawful and secure condition. The hirer, with his signature confirms the rented



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material condition and operational capacity have no reason for objection.

- The owner reserves the right to at times have access to the rented material for inspection.
- The owner is entitled at all times to adjust the rental charges, as well as public charges and taxes.

### Insurance Conditions

- All rented material at LOHKE are insured throughout the whole rental period. The insurance is calculated as an additional charge of 5% of the gross valid catalogue price per unit.
- Selected material is provided with theft precaution.
- The insurance charge is calculated on a calendar day basis.
- The insurance covers damage caused by fire, theft, water and vandalism as well as other unexpected damage according to the insurance conditions. These terms can be provided on request.
- The insurance provided by the owner does not cover material whilst being transported by the hirer.
- The insurance does not cover operational losses, profit losses or other indirect losses.
- Site offices, pavilion buildings and containers are covered by a fire insurance provided by the owner.
- Theft and vandalism related to the rented material must be reported both to owner and the police within 24 hours of the occurrence. Other damage to the rented material must also be reported to the owner within 24 hours after the damage has been registered.
- This insurance covers only rented material on Danish main land.
- Damages occurring from negligence, or other breach of contract that are not accepted by the owner will not be covered by the insurance and are there for the responsibility of the hirer.
- Registered machines are also insured under a common motor vehicle policy. The policy covers the usual liability insurance, hull and fire insurance.
- Unregistered self-propelled machines are liability insured when in use as a vehicle.
- The insurance does not cover damage that occurs when the machine is in use as a work tool.
- The tenant is liable with a deductible of any damage calculated on the basis of the value of the total established loss per subject as follows:

DKK 0 - 15,000	DKK 2,000
DKK 15,001 - 150,000	DKK 12,000
DKK 150,001 - 500,000	DKK 20,000
DKK 500,001 - 750,000	DKK 25,000
DKK 750,001 -	DKK 35,000

- Note that multiple insurance events on the same machine can trigger multiple deductibles.  
Deductible motor liability DKK 10,000.
- Responsibility, regarding dangerous characteristics of the rented will be referred to the current law covering product liability.
- Down time costs as a result of faults or breakdown of the rented material are the responsibility of the hirer.
- In the event of damage caused by fire, theft, vandalism and so on,

the hirer will be responsible for the repair costs if the owner has not received a copy of the receipt from the police report within 14 days after an incident has been reported.

- Damages resulting from oil leakages, as well as damage to road surfaces and so on are not covered by insurance and therefore costs related to repairs will be referred to the hirer.
- Simple theft, is not covered by insurance or neither from containers and site offices if it cannot be proven that insurance approved double locks have been used.
- For theft and total damage, the loss is calculated according to new value when the equipment is between 0-3 years old. A machine more than 3 years old is calculated at fair value.
- For all hull damage as well as damage caused in the area of the Traffic Act (motor liability), the tenant bears a deductible.

### Payment terms and indexation

- Payment terms for the hirer are net cash unless an alternative written agreement is made with the owner. In the event of non-fulfilment of agreed payment terms an interest charge of 2% per commenced month.
- Furthermore a charge of DKK 100,00 per reminder will be made by the owner.
- In the event of non fulfilment of payment for a specific order the owner reserves the right to withhold any further deliveries to the hirer or buyer without being responsible for any claims or losses, even though such deliveries may be a part of the initial order.
- Any given and agreed discounts are only applicable so long as the agreed payment terms are respected.
- In the event of non fulfilment of payments the owner reserves the right at all times and without notice to collect the rented material.
- In the case of the necessity for legal proceedings these will settle in court in Copenhagen.
- Rental of site offices, pavilion buildings and containers require a one month deposit and one month forward payment.
- Rental amounts (basic rent) and other amounts (basic amounts) stipulated in an agreement, are adjusted annually by the percentage increase in the net price index, however a minimum of 2% accumulating per year.
- When extending the lease, it also applies that the amounts specified in the lease agreement are regulated by indexation, however, a minimum of 2% accumulating per year.
- Rent and other amounts stipulated in the lease contract can never be set lower than the basic rent specified in the lease agreement and the basic amount specified in the lease agreement for other services.

### Emergency Service

- The owner offers an emergency service as specified in the current and valid price list.

### Invoicing

- All charges will be made twice monthly and at the end of a rental period.
- The invoice will specify payment terms, sundry charges, cleaning, necessary repairs, insurance, environmental charges and VAT.



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- The owner will not re-invoice to companies other than the hirer, unless this has previously been accepted in writing by the owner and the 3rd party.

### **Choice of Laws and Court Venue**

- Rental agreements are made on the basis of Danish law and all proceedings will be made in the court in Copenhagen.

### **Warning**

- Use of false identity and failure to return the rented material will be considered as theft and will subsequently reported to the police.

All prices are exclusive VAT.

The owner reserves the right for printing errors and price amendments.