



These rental conditions (version 2024/2) are valid from 09/02/2024.

Rental Conditions

The person who is ordering the services is below named customer while the supplier, Riwal Danmark A/S, is named the supplier. Platforms, telehandlers, mini cranes and other rental equipment and machines are named supplies. Property reservations is made of all material delivered to customers, rental or sale, as our material may be owned by a finance company or another company in the Riwal Group. Thus, material can not change owner before repayment of any residual debt has been concluded as well as all benefits must be fully and promptly paid. The rental conditions applies to all agreements concerning rental and all services provided by the supplier. Furthermore, the current pricelist from the supplier is always used. Deviations in price and rental terms are only valid if they are approved in writing by the supplier and approved by Riwal Danmark A/S.

The suppliers services/confirmations/invoices can include:

- Rental supplies
- Work, charged by hour (eg. handling errors - chargeable)
- Transport from and to customers place/site
- Assembly, arrangement and disassembly, charged by hour
- Damage waiver of rented supplies
- Environmental costs

Fuel will be calculated separately from equipment and labor according to the suppliers latest price list.

The Customers duties and responsibilities

Registration as a customer of Riwal Danmark A/S

Before rental or sale can take place, all customers must be created in the company's database and following information is always required: Name, Address, Phone, CVR, Email, Name and Mobile on the one who order. Afterwards a credit rating will be made unless agreed to pay in advance.

Transport and delivery

It is up to the customer to make sure the supplies can be transported and placed on sustainable ground material. It is also required to have an English speaking person in charge of receiving and sending supplies. Extra waiting time will be charged separately if this is not the case and if it causes delays in delivery/pick-up/maintenance.

If the customers wish is for the supplier to pick up supplies from another branch of the customer, the customer has full responsibility during transport.

Arrangement

When the supply is going to be arranged at the work place, there can be extra services added, such as:

- Permission to park on a public street
- Declaration to authorities
- Delivery of obstruction material
- Delivery of surface protection material
- Crane help on delivery

If one or several of the above mentioned services is required, this should be agreed with supplier upon ordering of the materials.

Reclamation of equipment

Supplies are delivered in a clean and ready condition. The customer must never perform repairs or changes on the rented supplies and must always notify the supplier directly in case of any damages/malfunctions. In case of any malfunctions or transport damages, the customer must immediately after receiving the supplies, notify the supplier. Complaints that reach the supplier after the first working day has no legal effect. The customer is responsible for any damages, caused by repairs on the supplies, according to above.

Placement and utilization of supplies

The customer must not, without written agreement, lend, rent or transfer equipment to 3rd party. And the supplies must not be moved to another location without agreement with the supplier. For using equipment abroad or at sea, special permission is also required from the supplier and its insurance company, and reservations could be made for a premium increase. The customer must not directly or indirectly allow the equipment to be used in another way than the safety standards say. The customer is also responsible for making sure the equipment is used according to the regulations of the working environmental law. The suppliers staff should always have unlimited access to inspect the supplies during the rental period, if necessary (no duty).

Service and assistance outside opening hours

The supplier supplies equipment and service all over Denmark. Should an operating breakdown occur outside normal opening hours, please refer to the suppliers telephone line at +45 70 10 00 97. Normal opening hours are from Monday to Friday from 07.00 to 16.30.

Delivery of equipment or services outside normal opening hours is not covered by the general rental conditions relating to the daily use of the equipment. Customers will be charged additional costs if they need telephone assistance outside normal opening hours.

Assistance calls outside normal opening hours is charged with kr. 2.250,- Incl. the first 2 hours of service labor.

Afterwards, kr. 750,- a hour is charged. The invoiced time is calculated incl. transport to and from the suppliers nearest depot to the required address. In addition, service vans, various consumables and environmental supplements at any given time will be charged after latest charges from the supplier.

Technical assistance is not provided on public holidays and Monday to Thursday in the hours from 22.00 to 06.00 and Friday, Saturday and Sunday from 18.00 - 06.00.

Rental and delivery of material outside opening hours

For the rental and delivery of equipment outside normal opening hours a handling fee of kr. 2.250,- will be charged. Any additional transport costs are charged to the customer.

Rental outside the opening hours is only possible if the supplier has a supplies available at their depots and transport off the machine is possible.

The Supplier reserves the right to refuse rentals outside of the normal opening hours.

Return of supplies

When the rental period has been terminated, the customer must return the supplies in a clean and working condition and must be placed unimpeded. The customer must ensure that there is enough electric power/fuel on the machine to be loaded / unloaded at delivery or pick-up.

The key is placed in the same place as when delivered or according to other agreement. The customer must always return the rented supplies in the same condition as delivered (incl. cleaning) Missing or damaged parts or equipment, tools, electric cables, keys etc. are charged the customer.

This is checked by the supplier, within a reasonable time, after the supplies have reached the suppliers depot and if any extra cleaning or repairs will be necessary, this will be documented and charged the customer.

Recharging fee

The supplier invoice a recharging fee on all orders on electric machines, which is rented to the customer. The recharging fee is invoiced on the first sent invoice in relation to the order.

The recharging fee follows the mentioned machine groups/ damage waiver groups cf. Riwal Danmark A/S gross pricelist. The machine groups / damage waiver groups petitions the following:

- Group A) DKK 55 per unit
- Group B) DKK 85 per unit
- Group C) DKK 155 per unit



The recharging fee is invoiced to all customers on all orders. The recharging fee is a one-time fee per order and appears on the order confirmation.

Responsibilities and damage

The customer is responsible for damages to the rented supplies during the rental period. The customer has the responsibility for making sure that all staff using the supplies do this in a manner that does not damage the supplies or cause harm to themselves or 3rd party, personal injuries as well as material damage. The customer is responsible for the risk of any damage caused on access roads to the work place, surfaces, underground facilities, installations etc. The supplier does not take responsibility for operational loss of any kind, loss of profit or other consequential loss, regardless if this is linked to the supplies. Damages must be reported to the supplier the same day as it occurs. When supplies are put off-rent, the customer has the obligation to make sure that the supplies are not exposed to risk of theft or misuse, by making an agreement with the supplier where to collect the keys. This also applies to machine damage, work stop and delays caused by war, fire, strikes of all sorts, lockout, authority engagements, weather conditions, low temperature and/or wind. Damages caused by errors of the equipment or with the use must be reported immediately to the supplier

Damage Waiver policy

When the rental agreement is made, the customer has the right to add damage waiver, which means the charge of an damage waiver premium, according to valid price list. The following damage waivers are included:

Machine damage

The supplier has an damage waiver policy that covers fire, theft, damage or other sudden damage of the supplies. The deductible of this damage insurance is held by the customer and petitions three machine groups / damage waiver groups, which appears on Riwal Danmark A/S gross pricelist. The machine groups / damage waiver group petitions the following damage insurance for the customer in case of damages:

- Group A) DKK 18.750 per materiel
- Group B) DKK 25.000 per materiel
- Group C) DKK 35.000 per materiel.

As well as the customer carries the risk of such damage not covered by the Damage Waiver Policy.

Company- and Product liability damage waiver The supplier has signed a Company- and Product liability damage waiver for the compensation responsibility that according to Danish law, the supplier needs to have to cover the suppliers infliction on 3rd party or damage to property. The damage waiver covers damages up to 10 million DKK per damage waiver year. The supplier commits to no responsibility and no risk besides the coverage of the damage waiver. Therefore it's recommendable for the customer to add additional damage waiver.

Motor vehicle damage waiver

The supplier also has signed a motor vehicle damage waiver that covers all self-driving supplies. In case of damage of this sort, the customer pays a fee of DKK 18.750 per damage. Damage caused on third parties by other than the customer is charged double.

Other terms

If the supplier has to be held liable to third parties, the customer is obliged to keep the supplier free for any liability which exceeds what the customer could apply to the supplier regarding the rental conditions. The customer is obliged to claim damages against the liability that the customer may incur in connection with the use of this. The customer must, on request, document that such damage insurance has been signed and in force.

Damage report

If damage on supplies occur, this should be reported to the supplier immediately. The report must include (note that the customer pays an amount on all damages according to previous damage waiver terms):

- The customers name and phone number
- Type of equipment and asset number
- Placement
- Extent of the damage
- Circumstances concerning how the damage
- Information about counterparty if such exists; name, phone number and damage waiver number.

After this the supplier establishes a damage claim with photos, description and other documentation. The customer is charged the minimum fee of co-damage waiver while the rest of the cost is covered by the damage waiver. Note that every damage is handled separately, which can mean more than one claim on the same supply.

Offers and prices

All offers and orders are excluding, environmental surcharge, recharging / refuel fee, damage waiver, and VAT. Every offer is valid for 4 weeks if nothing else is specified and is always with reservation for printing errors, intermediate rental and sales.. Rental costs are specified on the offer as well as damage waiver cost (if nothing is specified regarding damage waiver, no damage waiver has been added) and transport costs.

Invoicing and payment terms

When the monthly Rental period is over, the supplier sends an invoice with a general payment term of 8 days. For long term rentals, the supplier is entitled to charge invoices for every 14 days or every month after the supplier's wishes. If delay of payment, an interest rate is added, currently 2% on the amount, per month. The charge of interest rate does not mean that the due date is altered. The supplier has the right to charge advance payment if considered necessary. Any disagreements/disputes between the supplier and the customer or any counterparty from the customer's side does not give the customer the right to postpone payment.

The rental agreement's period and termination

The rental period starts on the confirmed day of on-rent and the supplies are disposal for the customer. Bookings to the next day must be done before 14.00, but for orders after this time to the next day, as well as same-day deliveries, will be charged with an additional charge. When ordering after 14.00, for delivery the next day before 10.00 a extra fee of kr. 750,00,- will be added. When ordering the same day as the desired delivery before 11.00, an extra fee of kr. 750,00,- will be charged if transport is possible.

Off-rent of supplies can be done upon delivery of the supplies at one of the suppliers depots or by direct inquiry on telephone +45 70 10 00 97, which also answers outside of the public working hours. Off-rent must be done before 16.30 - otherwise one extra day of rent will be charged. When off-renting supplies you always get a off-rent number as a receipt. The supplier is then entitled to pick up and rent the supplies to others. Obstacle access to the material, for whatever reason, rent is calculated until the supplies is easy accessible and ready for pick up. The rental period is normally calculated as the number of weekdays within the rental period; However, the insurance will be debited by calendar day. If it is rented Saturday, Sunday and public holidays, these are considered for rental days. The rent is based on a maximum of 10 hours per working day. The supplier is entitled to the agreed rent, whether the supplies are in use or not. The supplier has the right to cancel the rental without notice, including cancellation of rental agreements for later execution in the event of bankruptcy or suspension of rent, to release and pick up the supplies for rent by the customer, if the present conditions and obligations are not met by the customer or if payment is not Included in time. In this case, the supplier may, on its own initiative, remove the rented supplies from the workplace, and all expenses (including transport) shall be paid by the



customers. Customer can not expect to rent the supplies beyond the agreed period. The customer is during the rental period obliged to perform security checks on the supplies and daily maintenance such as checking the battery water levels, oil levels, charging of batteries, lubrication etc. and keep the supplies clean and tidy. Only lubricants and oils dictated by the supplier must be used.

Force majeure

In the occurrence of Force majeure, the supplier is dismissed of obligation, as long as the Force majeure situation occurs. Force majeure exists unless the supplier or the suppliers sub contractors are prevented from fulfilling the agreements controlled by these general terms for rent of equipment and material as a consequence war, civil war, riots, acts of terror, public restrictions, import or export bans, natural disasters of all kinds and work place conflicts, fire, power outs, computer viruses or similar unless it can be proved that the supplier could foresee the this when the Rental agreement was made.

Legal court

Rental agreements with the supplier are controlled by Danish law and any legal disputes shall be determined by the Danish court.