



## UnikTruck A/S

### General conditions for short-term rent (applicable for a rental period of up to 24 months)

The below conditions apply to the short-term rent of machines, equipment etc. from UnikTruck A/S ("UnikTruck") unless a different, written agreement with the renter exists.

#### 1. Definitions

- Short-term rent: The short-term rental period is stated by the renter at the time of the beginning of the rental agreement and is defined by a period of between one day and 24 months. Machines, equipment etc. rented out are owned and managed by UnikTruck
- Agreement: The agreement concluded between the renter and UnikTruck, possibly confirmed with an order confirmation, regarding short-term rent of machines, equipment etc. from UnikTruck A/S
- Short-term rental conditions: These below mentioned general conditions for short-term rent
- Machine: The expression "machine" refers to the item(s) rented by the renter, including any equipment etc. that is added, mounted on or delivered together with the item(s)

#### 2. In general

- (1) These short-term rental conditions are considered accepted by the renter as an integral part of the agreement with UnikTruck. UnikTruck's machine may not be exported from the location to which it was delivered unless otherwise agreed in writing.
- (2) Unless otherwise follows from an express, written agreement with UnikTruck, any rental is subject to these short-term rental conditions only regardless of any adverse or deviating provisions in the order placed or the acceptance issued by the renter or any other documents prepared by the renter.

#### 3. The length of the rental and rental charge

- (1) For the machine rented out, the start of the rental begins to count as from the day on which the rented items are handed over by UnikTruck up to and including the day on which the rented machine is delivered at UnikTruck's business premises.
- (2) The agreement is non-terminable for both parties in the agreed period unless otherwise stated in writing in the agreement with the renter.
- (3) The daily rental charge is calculated for the entire rental period regardless of whether or not the rented machine is used. The machine must be returned by 8 am on the day on which the rental expires according to the agreement to avoid being charged rent for the following day.
- (4) 50 hours a month are allowed unless otherwise stated in the agreement. The rental period is calculated based on workdays, calendar days or months depending on the machine being rented.
- (5) If the machine is used beyond the 50 hours per month, the rental price for two-shift operations are calculated with a factor of 1.5 and for three-shift operations with a factor of 2.
- (6) Periods where the renter is prevented from using the machine due to e.g. strike, lockout, the weather etc. will not be deducted when calculating the rental period and will not involve reductions in the rental charge.
- (7) The rental charge has been fixed based on i.a. the price level, fees, contributions etc. The instalment must be adjusted proportionally if UnikTruck's cost price for the machine is changed whatever the reason, for example due to an increased cost price of the machine or the special equipment, public fees, contributions, other charges etc. Regardless of whether these fees are imposed on UnikTruck as

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#### GENERAL INFO

HEAVY EQUIPMENT  
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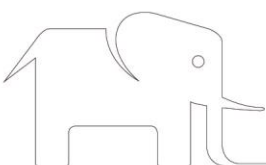
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the owner or as a company, UnikTruck is entitled to make a proportionate adjustment of all instalments according to the agreement for the entire period of the agreement.

- (8) To the extent that UnikTruck is presented with extraordinary price increases on units, special equipment, parts and services etc. relevant to contract, UnikTruck is entitled to accordingly change the rental amount towards the rental customer, with a notification warning of 30 days. This can be necessary as a reaction to global health crisis, or because of a Force Majeure event, and to the extent that such extraordinary increases in expenditure cannot be absorbed by the standard annually agreed price modifications.
- (9) The rental charge does not contain any general operating expenses such as fuel, motor oil, washer fluid, tyres etc. Such expenses must be paid by the renter unless otherwise expressly stated in the agreement.
- (10) The terms of payment are 'net cash' unless otherwise expressly stated in the agreement. The rental charge is invoiced monthly in advance.
- (11) All prices/instalments are in the currency stated in the agreement and are exclusive of VAT and calculated according to current legislation for that country.
- (12) The renter may not retain amounts due to UnikTruck claiming delay, defects of the machine, damage, destruction, loss of or the lack of permits.
- (13) If the machine is used by more than an average of 15 % of the intended amount stated in the agreement, UnikTruck is entitled to charge an additional price on top of the rental price corresponding to the additional costs, including for example a decrease in value, which UnikTruck deems related to the additional use of the machine.
- (14) In case of late payment of the rental charge or other amounts due according to the agreement, fees with the addition of a default interest of 1.15 % per month or part thereof will accrue until payment takes place.
- (15) The renter may not do any set-off against the payment, exercise a lien on the machine or refuse payment due to a delay, complaint or counter-claim regarding the specific or any other delivery. Such set-off or retention will be considered material breach of the agreement.

#### **4. Offer and price**

- (1) Any written or oral offer, estimate or agreed net prices are given subject to the following:
  - a. the work is done within UnikTruck's normal working hours. Overtime and work in weekends and on holidays are invoiced separately.
  - b. UnikTruck is entitled to the agreed rental charge regardless of whether or not the rented item is used,
  - c. offers are valid for four weeks unless otherwise agreed in writing, and the offer is submitted subject to intermediate rent,
  - d. prices are exclusive of VAT and insurance premium,
  - e. quotations cannot be transferred to new projects or rental periods without UnikTruck's written approval,
  - f. payments for extraordinary safety rules are not included in the offer, and
  - g. there is indexation once a year including current rentals according to the development in the net price index, however, an increase of minimum 3 %.

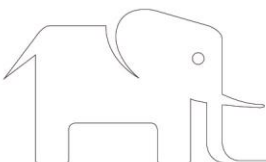


#### **5. UnikTruck's obligations and responsibility**

- (1) The machine is delivered in clean, operational and legal condition. UnikTruck is responsible for the observance of statutory servicing (subject to the exceptions stated in clause 6).

#### **6. The renter's obligations and responsibility**

- (1) For the entire rental period, the renter bears all risk and responsibility for the machine, including ensuring that insurance has been taken out, see clause 8 Risk premium (insurance terms and conditions).
- (2) The renter assumes the responsibility for making sure that the machine is stored in accordance with current legislation and that use is with due consideration of the prescribed performance, safety regulations, UnikTruck's directions and provisions on marking etc. including necessary registrations with authorities etc. The machine may only be used for the purpose and work that have been agreed or are intended between UnikTruck and the renter or that have otherwise been prescribed in any instructions from the manufacturer and/or from UnikTruck.
- (3) The renter is obliged to inform UnikTruck of any use of the machine outside of normal working hours and in case of two- and three-shift operations. Sublet or lending to third parties may not occur without UnikTruck's written consent.
- (4) The machine may not be moved to a different workplace than the delivery address stated in the rental agreement without UnikTruck's written consent.
- (5) The renter bears the responsibility for itself, its own employees and third parties as regards damage that is not due to faults and deficiencies for which UnikTruck bears the responsibility and risk. In addition - but not exclusively - the renter bears the responsibility for damage to things, persons and equipment caused by exceeding the declarations of weight. If UnikTruck is imposed with liability to third parties, the renter is obliged to indemnify UnikTruck for any liability exceeding the liability which the renter could claim from UnikTruck according to these short-term rental conditions, including legal costs etc., corresponding to the costs paid by UnikTruck.
- (6) The renter indemnifies and is liable for any costs which UnikTruck is ordered to pay to the authorities or to third parties due to the renter's use of the machine or the renter's failure to obtain necessary public or private authorisations, permits and approvals.
- (7) The renter may not change or rebuild the machine, including remove attachments, consoles etc. without UnikTruck's written consent. Alteration may only be done by UnikTruck or by a service partner pointed out by UnikTruck.
- (8) In the rental period, the renter is obliged to do safety checks and operational maintenance of the machine, including checking the fluid level, charging batteries, ongoing cleaning etc. so that the machine is always kept in good and functional condition.
- (9) Service and repair work may only be done by UnikTruck or by a service partner pointed out by UnikTruck. Unless otherwise specifically stated in the agreement, the renter must pay the costs of all service and repair work.
- (10) The renter pays for an inspection of the machine on delivery, including any final cleaning. Smoking in the cabin is not allowed - non-observance will involve invoicing of additional cleaning.
- (11) The renter pays all expenses for the mounting, dismounting and operations including lubrication, oil, fuel, electricity, water, chisels, drills and the like. Only lubrications prescribed by UnikTruck may be applied.
- (12) UnikTruck may at all times require to inspect the machine subject to appropriate notice. UnikTruck may leave such inspection to a special, technical expert. If damage or the like is found at the inspection, the renter must immediately observe UnikTruck's relevant directions.

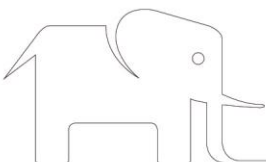


## **7. Transport, delivery/pick-up and return of the rented items**

- (1) The date and time of delivery and pick-up will be agreed between the renter and UnikTruck. Transport costs are paid by the renter according to current rates or offers. Unless otherwise stated in the agreement, the place of delivery is the renter's address.
- (2) Pick-up may also be from UnikTruck's departments as specifically agreed. If pick-up or return is done by the renter, the renter's employees, an independent carrier hired by the renter or anyone else for whom the renter is responsible or with whom the renter has contracted about transport and/or loading of the rented items, the renter bears the full responsibility during transport and/or loading. That also applies for moving the machine.
- (3) At pick-up or delivery, the renter must produce necessary documentation on request.
- (4) The renter or a representative for the renter must be present at the address when the rented machine arrives so that instructions, if any, may be given.
- (5) It rests with the renter to ensure that equipment, lorries, low-loaders and crane lorries can work without problems and that the machine can be brought to the delivery address via viable roads. Driving and mounting must be possible without being hindered by parked cars, overhead lines, equipment from other contractors etc. Conditions regarding barriers, carriage roads, plates, permits from authorities and supervisory authorities etc. are of no relevance to UnikTruck. Questions and information to the above can be obtained by contacting UnikTruck.
- (6) Waiting times due to non-observance of the above conditions will be invoiced to the renter in addition to the rent agreed and other costs.
- (7) The renter may not advance any claim against UnikTruck due to late delivery.
- (8) The renter is obliged to inspect the machine and immediately make a complaint to UnikTruck if the machine is not in good repair, functional or as implied in the agreement.
- (9) For the entire term of the agreement, UnikTruck is entitled to replace the machine with a similar or better machine with a minimum of the same specifications, performance and life and which can therefore perform the same tasks as the machine first delivered. If UnikTruck chooses to replace the machine, this will be at no cost to the renter.
- (10) At the return, the renter is obliged to deliver the rented items in the same condition (including cleaning and clean-up) as received, fair wear and tear excepted.
- (11) Payment must be made for initial inspection. Any cleaning, repair or missing accessories due to any misunderstanding on the renter's part is at the renter's expense.

## **8. Risk premium (insurance terms and conditions)**

- (1) The renter is obliged to pay a risk premium during the entire rental period to keep the machine insured. The risk premium for that service must be paid to UnikTruck.
- (2) The risk premium covers insurance against fire, theft, vandalism and any other externally imposed damage to the machine which is used in Denmark. The insurance obligation does not cease until the delivery/return of the machine.
- (3) The insurance is taken out with an excess as stated below. The excess must always be paid by the renter, and the renter bears the risk of damage which is not covered by the insurance taken out.
- (4) To achieve insurance cover, any theft and vandalism must be reported to the police within 24 hours.
- (5) The renter is obliged to state the file number from the police report to UnikTruck within the above period of time.



**When a risk premium (insurance) has been deselected in the agreement (self-insurance)**

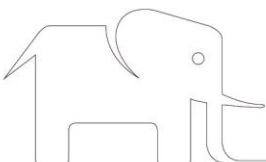
- (6) If the third-party liability insurance of motor vehicles, the risk premium and the all-risk insurance have been deselected in the agreement, the renter is considered self-insured. This means that any damage to the machine which cannot be considered normal wear and tear and that is not caused by ordinary use of the machine is invoiced to the renter regardless of whether the renter has taken out his or her own insurance for the machine. The renter must personally seek repayment from the insurance company.
- (7) UnikTruck can also invoice the renter for the value of the machine in case of the loss of the machine through fire, theft or the like. The renter is responsible for the machine in the entire rental period, even if the machine has been handed over to a repairer suggested or pointed out by UnikTruck. The renter also bears the risk of any loss of the machine in case the machine has been given to a repairer or a workshop - even if UnikTruck has pointed out the repairer or workshop.

**Payment of the risk premium**

- (8) The renter must pay the risk premium (insurance premium). The premium currently is 6.0% of the gross rental price and is separately stated on UnikTruck's invoice.

**9. The renter's other responsibility for damage not covered by the risk premium, including UnikTruck's limitation of liability**

- (1) Damage to the machine due to intent or gross negligence on the renter's part, its employees' part and/or damage due to intent or gross negligence caused by an independent third party employed or hired by the renter is not covered by the risk premium. When placing the machine, all necessary steps must be taken to avoid undue harm and/or damage to the machine, including theft, vandalism etc. The renter bears the responsibility for damage not due to defects on UnikTruck's part. Thus, the renter is responsible for i.a. damage to items, persons and equipment caused by incorrect declarations of weight or inaccurate information regarding the carrying capacity of the ground/foundation, inaccurate or insufficient description of conditions at the workplace and the access road to the workplace etc.
- (2) UnikTruck may not be held responsible to the renter or any third parties for any operating loss, loss of time, loss of profits, loss of goodwill or any other indirect losses in connection with the agreement due to delay, defects or breakdown of the machine. This also applies to breakdown, work stoppage and delays due to war, conflagration, strikes of any kind, lockout, regulatory intervention or official orders, precipitation, low temperatures, wind and other weather.
- (3) If UnikTruck is imposed with liability to the customer or any third party in spite of provisions in the agreement and these short-term rental conditions, such liability may be no more than an amount corresponding to one month's rent of the machine.
- (4) Damage due to harm, failure to maintain the machine, incorrect use etc. of the machine must be compensated by the renter at the replacement cost.
- (5) Damage due to flooding is not covered by the risk premium.
- (6) Damage in the form of or due to graffiti or forced entry is not covered by the risk premium.
- (7) Costs for salvage and disposal and possibly delivery of a new machine are not covered by the risk premium.



- (8) Damage from transport of the rented items, done by the renter, the renter's employees, an independent carrier or anyone else hired by the renter and for whom the renter is responsible or with whom the renter has contracted for transport and/or loading is not covered by the risk premium.
- (9) If the machine is towed on a barge or in a cargo compartment outside of the dock area (outside the outer jetty) or if the machine is not properly secured to the barge, that situation is not covered by the risk premium.
- (10) Equipment damaged in connection with painting, sand blasting, concrete spraying, brick-laying or the like is not covered by the risk premium.
- (11) Unless reservations are made in the form of additional corrosion protection, e.g. coating etc., the machine may not be used near seawater due to the risk of increased corrosion.

**10. Excess**

- (1) The renter is liable for damage to equipment rented from UnikTruck with the following excess per damage:

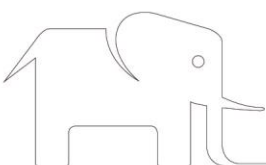
<b>Products</b>	<b>Replacement value (EUR)</b>	<b>Excess per damage (EUR)</b>
Machines and container-handlers	0 - 50,000	4,750
Machines and container-handlers	50,001 - 90,000	5.750
Machines and container-handlers	90,001 - 125,000	7,250
Machines and container-handlers	125,001 -	8.100

- (2) If a machine secured with GPS surveillance equipment turns up after theft, the renter only pays half the excess.

(The amount is fixed for the year of 2022 and is indexed each year on 1 January)

**11. Breach**

- (1) If the renter is in breach of its obligations according to the agreement or these short-term rental conditions, UnikTruck may terminate the agreement without notice, take back the rented items and require compensation for its loss, including the expenses which UnikTruck have paid, including but not limited to the renter doing the following:
  - a. fails to pay rent due or other outstanding amounts not later than eight days after the due date and makes a set-off or retention against the payment,
  - b. goes into liquidation, and the estate does not become a party to the agreement and the necessary security is not provided not later than eight days after having received the request,
  - c. initiates reconstruction and does not provide the necessary security for the performance of the agreement not later than eight days after having received the request with the approval of the supervisory authorities,
  - d. fails to do the operational maintenance of the machine, including service, cleaning and due repair of the machine,
  - e. denies UnikTruck access to inspect the machine,



- f. removes the machine from the workplace stated,
  - g. uses the machine contrary to the laws, regulations and instructions applicable to such use or contrary to the agreement or these short-term rental conditions or fails to obtain the necessary, public permits,
  - h. is in breach of any other agreement with UnikTruck,
  - i. misuses the machine, including irresponsible handling, lending or any other transfer to a third party, removal or any other disposition of the machine, and
  - j. proves that the machine is properly insured not later than seven days after having received a demand.
- (2) After termination of the agreement, UnikTruck is entitled to pick up the machine without notice and at the renter's expense.
  - (3) Furthermore, UnikTruck is entitled to request payment of a compensation amount in addition to amounts due. This is calculated as the total payment not due for payment for the remaining part of the agreement period (remaining period) discounted back to the present value. In case of discounting back, an interest rate is used that - in case of equal periodic instalments - corresponds to the loan interest achievable to UnikTruck at the time of termination plus 3 per cent per annum and that - in case of variable instalments - corresponds to the monthly CIBOR rate fixed at the time of termination for a variable loan in the remaining period plus 3 per cent. The compensation amount falls due on demand.
  - (4) Any pledges and deposits etc. provided by the renter serve as security for all of UnikTruck's outstanding amounts from the renter. UnikTruck is entitled to off-set outstanding amounts not due for payment against any amount due to the renter.

## **12. Defects and product liability**

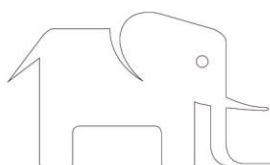
- (1) Before the start of the period of agreement, the renter has chosen a machine with the requested specifications and equipment etc. and has had an opportunity to inspect and test the machine. The renter therefore bears the full risk that the machine with accessories and in relation to construction, durability and other qualities always correspond to the renter's purpose and possess the required usability, and the renter may therefore not claim defects of the machine in relation to UnikTruck but is obliged to fulfil the agreement in every respect.
- (2) If the renter wishes to submit claims for defects or any other claims against the supplier or manufacturer of the machine, UnikTruck may require that the renter personally takes the necessary legal steps at the customer's own expense at no cost to UnikTruck.
- (3) UnikTruck may only be imposed with product liability if current legislation, including the product liability law, so dictates.

## **13. Environmental clause**

- (1) The renter declares that the environmental regulations applicable from time to time and any environmental approvals applicable to the renter's activities are observed by the renter just as changes to the environmental status of the renter's activities will be notified to UnikTruck.

## **14. Transfer**

- (1) UnikTruck is at all times entitled to transfer its rights in whole or in part according to the agreement and/or the machine and/or the special equipment to a third party.



#### **15. On-duty scheme**

- (1) If the renter needs service outside of UnikTruck's normal business hours, please use the 24-hour telephone, +45 6966 3456 (select 24-hour duty). An on-duty call outside of normal business hours, see [www.uniktruck.com](http://www.uniktruck.com), will be separately invoiced to the renter according to the agreement (elapsed time is calculated including transport from/to the UnikTruck employee's home). Add to this costs for the service vehicle, various consumables and environmental fees according to the rates applicable to UnikTruck from time to time. No discount is offered on the instalments in connection with on-duty calls. The renter is generally not invoiced in case of problems remedied on the telephone.
- (2) Any transport costs for external carriers are invoiced to the renter, and no discount is offered on the above prices.

#### **16. Processing of personal data**

- (1) As part of the customer relations, UnikTruck processes a number of personal data about the renter for the purpose of customer management, including delivery of the goods/services ordered, invoicing, marketing etc. Processing is in accordance with applicable data protection legislation, specifically the General Data Protection Regulation, and is processed in strict confidence and security.
- (2) UnikTruck's 'privacy policy' which contains further information about UnikTruck's processing of personal data, including the renter's rights in those regards, is available at the website [www.uniktruck.com](http://www.uniktruck.com) here: <https://www.uniktruck.com/gdpr>.
- (3) When concluding an agreement with UnikTruck and accepting these short-term rental conditions, the renter declares having read and understood UnikTruck's privacy policy.

#### **17. Venue and applicable law**

- (1) Claims originating in or arising in connection with the agreement may only be brought before a court in the jurisdiction in which UnikTruck has its registered office. Danish law is applicable to any dispute between UnikTruck and the renter.

