



## UnikTruck A/S

### General conditions for rent and long-term rent

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

#### 1. Definitions

Rental:	Rental is a long-term rental agreement where the customer rents one or more machines from UnikTruck for a fixed, agreed period and with a related service agreement and often insurance as well. Machines, equipment etc. which are rented out are either refinanced through a third party or owned by UnikTruck. Regardless of the ownership, the agreement is managed by UnikTruck
Agreement:	The agreement concluded between the customer and UnikTruck regarding rent and long-term rent of machines, equipment etc. from UnikTruck
Conditions:	These below mentioned general conditions on rent and long-term rent
Machine:	The expression "machine" refers to the item(s) rented by the customer, including any equipment etc. that is added or mounted on the item(s)
Special equipment:	Equipment that has been additionally mounted on the machine by UnikTruck either before or after delivery
Auxiliary equipment:	Equipment which the customer has mounted on/in the machine, including special equipment paid by the customer
Instalment:	The amount to be paid for general rent and long-term rent of the machine, equipment etc.

#### 2. In general

- (1) These conditions are considered accepted by the customer as an integral part of the agreement with UnikTruck. The customer's statement of special terms in the contract documents, order, acceptance, conditions of purchase etc. is not considered an agreed deviation from these conditions unless UnikTruck has accepted the deviations in the agreement in writing.
- (2) The customer accepts that UnikTruck may register, store and process information stated or implied in the agreement with the customer, including that such information may be transferred by UnikTruck to a different company in the UnikTruck group or to business partners in Denmark as well as abroad for the purpose of registering, storing and processing the information there.

#### 3. Use

- (1) The rented machine(s) may only be used by the customer or by staff employed by the customer at the customer's business premises. Unless the machine requires varying places of use according to its nature or unless otherwise expressly stated in the agreement, the machine may not be removed from the customer's business premises. Use outside of the venue and country to which it was originally delivered may only occur subject to UnikTruck's prior written approval.
- (2) The machine may only be used for the purpose and work that have been agreed or are intended between UnikTruck and the customer or that have otherwise been prescribed in any instructions from the manufacturer and/or from UnikTruck.
- (3) If the agreement between the customer and UnikTruck has been concluded because the customer wishes to pass on the machine to a third party, it must be separately communicated to and accepted by UnikTruck in writing.
- (4). According to the Danish Working Environment Act (*arbejdsmiljøloven*), the customer must ascertain whether the use of certain machinery requires a certificate. UnikTruck is not responsible for the customer's non-compliance of this.

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#### GENERAL INFO

HEAVY EQUIPMENT  
www.uniktruck.com  
info@uniktruck.com

VAT: DK33968035

#### **4. Alteration**

- (1) The machine(s) as well as the special equipment may not be changed or altered without written consent from UnikTruck. Alteration may only be done by UnikTruck or by a service partner pointed out by UnikTruck.

#### **5. Auxiliary equipment**

- (1) Mounting of auxiliary equipment may only be done subject to prior written agreement with UnikTruck. Regardless of UnikTruck's acceptance of the mounting/installation of auxiliary equipment, the following will apply: Defects that may ascribed to the customer's structural changes to the machine and which have not been approved by the manufacturer or by UnikTruck and therefore cannot be repaired under the warranty will be re-invoiced to the customer. The customer is responsible for damage caused by the auxiliary equipment and will be repaired at the customer's expense.

#### **6. Non-terminability**

- (1) The agreement is non-terminable for both parties in the agreed period unless otherwise stated in writing in the agreement with the customer.

#### **7. Starting date of the agreement**

- (1) The agreement will come into effect on the day the machine is delivered to the customer unless otherwise expressly stated in the agreement.

#### **8. Delivery and replacement of the machine**

- (1) Unless otherwise stated in the agreement, the place of delivery is the customer's address. If delivery cannot be completed due to the customer's conditions, the machine will be left at UnikTruck's store for up to 30 days at the customer's account and risk.
- (2) The customer 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.
- (3) 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 customer.

#### **9. Late delivery**

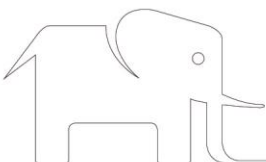
- (1) If delivery occurs later than stated in the agreement, the due date for the customer's instalment will be similarly moved by one or more entire months.
- (2) The customer is not entitled to cancel or terminate the agreement due to late delivery.
- (3) The customer may not advance any claim against UnikTruck due to late delivery.

#### **10. Expenses and prepayments**

- (1) Until the agreement has been put into force, the customer is liable to UnikTruck for all expenses and prepayments which UnikTruck pays at the request of the customer. Interest at the rate of 1.5 per cent per month is paid on expenses etc.

#### **11. Ownership**

- (1) UnikTruck has ownership of the machine. The customer may therefore not sell, pledge, sublet, assign the right of use or make any other arrangements for it without UnikTruck's prior consent.
- (2) UnikTruck's right of ownership also includes special equipment and other items that are incorporated in or that replace parts in the machine or in the special equipment.



- (3) The machine and the special equipment may not be integrated in other movable articles in a way that will forfeit UnikTruck's right of ownership.
- (4) The customer is not entitled to assign the agreement.
- (5) The customer may not remove or damage distinctive characteristics added to the machine that serve to its identification such as manufacturer's plates and serial numbers. UnikTruck is entitled to require that a label be placed on the equipment indicating that the machine belongs to UnikTruck. Such labels may not be removed or damaged. See clause 24.

#### **12. The customer's responsibilities**

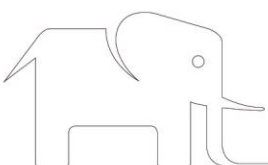
- (1) The customer is obliged to observe all public and private rules and regulations applicable to the use of the machine and special equipment etc., including safety and environmental requirements. Furthermore, the customer is obliged to obtain all necessary public or private authorisations, permits and approvals in connection with possession or use of the machine.
- (2) The customer bears the risk of and cannot claim in relation to UnikTruck that any necessary authorisation, permit or approval cannot be obtained or is revoked or that the use of the machine and special equipment etc. is terminated or limited through public or private regulations.
- (3) The customer indemnifies and is liable for any costs which UnikTruck is ordered to pay to the authorities or to third parties due to the customer's use of the machine and special equipment etc. or the customer's failure to obtain necessary public or private authorisations, permits and approvals.
- (4) The customer bears the risk and must therefore indemnify UnikTruck for damage or injuries to the customer, the customer's staff, third parties or third parties' property caused by the customer's use of the machine.
- (5) The customer may not sublet, sublease or in any other way leave the use of the machine to any third party unless specifically agreed with UnikTruck.

#### **13. Maintenance**

- (1) The customer must at all times and at the customer's own expense make sure that the machine is kept in good condition and is functional. Furthermore, the customer must observe the requirements made in laws, orders and provisions regarding the condition and safety of the machine. If it is necessary to replace parts of or accessories to the machine, the customer may only replace them with original parts. Replacement with other spare parts or equipment may only be done subject to written permission from UnikTruck. Daily inspection and maintenance rests with the customer such as checking oil, water, lubrication, tyre pressure and distilled water in the battery. Consumption of oil, fuel and additives (including but not limited to A/C coolant, adblue fluid, particle filters and other lubricants) etc. in connection with the daily maintenance must be paid by the customer. For electric forklifts, the customer must ensure adequate battery discharging and charging. For the maintenance, the customer must carefully observe the applicable instructions as stated in manuals and similar material from the supplier and UnikTruck. Only the types of fuels, motor oil, hydraulic oil etc. stated in the manual may be used. Cleaning of the machine, cleansing of the particle filters and filling of any additives are also the customer's responsibilities and are at the customer's expense. UnikTruck must be notified of any irregularities immediately.

#### **14. Service, repair**

- (1) Service and repair work may only be done by UnikTruck or by a service partner pointed out by UnikTruck.
- (2) Unless otherwise specifically stated in the agreement, the customer must pay the costs of all service and repair work.



## 15. Damage, destruction and loss

- (1) The customer bears the risk of any damage, deterioration, destruction or loss of the machine or special equipment etc. regardless of whether this is due to an accidental event. In those cases, the customer is therefore not exempt from paying the instalment etc. in accordance with the agreement. The customer 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.
- (2) In case of damage, deterioration, destruction or loss of the machine or special equipment etc., the customer is obliged to immediately inform UnikTruck and then pay for repair or re-acquisition according to UnikTruck's written directions. Significant parts may not be replaced, changed or altered without UnikTruck's written consent.
- (3) If UnikTruck deems that the extent of the damage, deterioration, destruction or loss of the machine and special equipment etc. is so extensive that the agreement is no longer operationally responsible, the agreement may be terminated by UnikTruck without notice.

## 16. Insurance

### When an all-risk insurance has been selected in the agreement

- (1) When an all-risk insurance has been selected in the agreement for the rent and long-term rent of machines, a third-party liability insurance of a comprehensive insurance (theft, robbery and fire) only have been taken out.
- (2) The insurance takes effect at the time of delivery of the machine and expires at the time of expiry of the agreement.
- (3) The excess is currently divided into categories as follows:

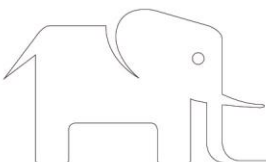
<b>Products</b>	<b>Replacement value (EUR)</b>	<b>Excess per damage (EUR)</b>
Machines and container-handlers	0 - 50,000	4,750
Machines and container-handlers	50,001 - 90,000	5.750
Machines and container-handlers	90,001 - 125,000	7,250
Machines and container-handlers	125,001 -	8.100

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)

### When an all-risk insurance has been deselected in the agreement (self-insurance)

- (4) If the third-party liability insurance of motor vehicles, the comprehensive insurance and the all-risk insurance have been deselected in the agreement, the customer is considered self-insured. This means that any damage to the rented equipment which cannot be considered normal wear and tear and that is not caused by ordinary use of the equipment is invoiced to the customer regardless of whether the customer has taken out his or her own insurance for the rented equipment.
- (5) UnikTruck can also invoice the customer for the value of the equipment rented in case of the loss of the rented equipment through fire, theft or the like. The customer is responsible for the rented



equipment in the entire rental period, even if the rented equipment has been handed over to a repairer suggested or pointed out by UnikTruck.

#### **Liability insurance**

- (6) It is the customer's responsibility and obligation to take out an independent liability insurance when the machine is used as a tool and/or if goods are handled that should be covered by the carrier's liability insurance and/or if the customer should establish goods/transport insurance for goods handled. Such damage is not covered by the insurance taken out via UnikTruck which is only an insurance of rolling stock.
- (7) To achieve insurance cover, any theft, robbery or vandalism must be reported to the police at the same time as notifying UnikTruck in writing.

#### **Other matters**

- (8) UnikTruck reserves the right to make changes to the instalment and/or change the insurance terms if the premium/damage is not satisfactory or a new insurance company is chosen. However, any change to the instalment is subject to one month's notice to expire on the first day of any month.

### **17. Inspection**

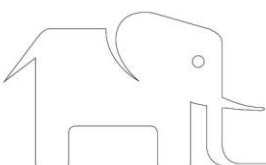
- (1) UnikTruck may at all times require to inspect the machine subject to appropriate notice. UnikTruck may leave such inspection to a special, technical expert. If damage or the like is found at the inspection, the customer must immediately observe UnikTruck's relevant directions in accordance with clause 15.

### **18. Change of address**

- (1) All communication to the customer may be given to the address stated in the agreement. UnikTruck must be informed of any change of address in writing.
- (2) If the customer is several persons or companies, UnikTruck may send notifications to merely one of the addresses stated by the customer with binding effect on them all.

### **19. Return or withdrawal and extension of the rental period**

- (1) When the agreement expires or is terminated, the customer must return the machine to UnikTruck immediately. Return must be at no cost to UnikTruck at a location stated by UnikTruck within Denmark's borders. If that does not happen, UnikTruck is entitled to move the machine at the customer's expense.
- (2) The customer may not exercise a lien on the machine for any claims against UnikTruck.
- (3) If the machine is not returned at ordinary expiry, a new agreement must be signed. Until a new agreement on extension has been signed, the conditions in the original and expired agreement continue to apply, however, for a maximum of up to three months. UnikTruck is then entitled to change the instalment. In case of UnikTruck's change to the customer's instalment after the expiry of three months, the other provisions in the agreement and in these conditions will continue to have effect unless a new agreement is concluded about the machine or the machine is returned to UnikTruck.
- (4) The customer must inform of a wish for extension not later than 40 days before ordinary expiry. If the proposal is approved, it must be returned duly signed not later than 20 days before the ordinary expiry date.
- (5) At return and withdrawal, the machine and special equipment etc. must be in operational, clean and undamaged condition, and all defects that are not due to normal wear or tear and which are not



comprised by a service or repair agreement must be or will be repaired at the customer's expense. At the return of the machine, UnikTruck prepares an inspection report of the machine.

#### **20. Defects and product liability**

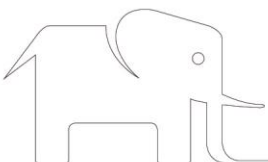
- (1) Before the start of the period of agreement, the customer has chosen a machine with the requested specifications and equipment etc. and has had an opportunity to inspect and test the machine. The customer therefore bears the full risk that the machine with accessories and in relation to construction, durability and other qualities always correspond to the customer's purpose and possess the required usability, and the customer 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 customer wishes to submit claims for defects or any other claims against the supplier or manufacturer of the machine, UnikTruck may require that the customer 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.

#### **21. Limitation of liability**

- (1) UnikTruck may not be held responsible to the customer 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.
- (2) If UnikTruck is imposed with liability to the customer or any third party in spite of provisions in the agreement and these terms and conditions, such liability may be no more than an amount corresponding to the payment for three months' rent of the machine.

#### **22. Payment**

- (1) If delivery is before the time stated in the agreement, a proportionate payment must be paid for that period.
- (2) The instalment 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 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.
- (3) 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 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.
- (4) The instalment does not contain any general operating expenses such as fuel, motor oil, washer fluid, tyres etc. Such expenses must be paid by the customer unless otherwise expressly stated in the agreement.
- (5) The terms of payment are 'net cash' unless otherwise expressly stated in the agreement. The instalment is invoiced monthly in advance.
- (6) 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.
- (7) The customer may not retain amounts due to UnikTruck claiming delay, defects of the machine, damage, destruction, loss of or the lack of permits.



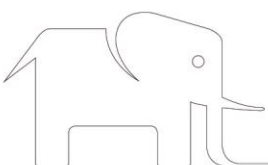
- (8) If the instalment is variable, it is adjusted in connection with any changes in the refinancing interest rate occurring after the signing of the agreement. Adjustments are made with effect as from the first instalment due following a change in the interest rate.
- (9) If the machine is utilized by more than an average of 15 % of the intended amount of operating hours 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.

### **23. Payment when due**

- (1) In case of late payment of the instalment 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.
- (2) The customer may not do any set-off against the instalment, 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.

### **24. Breach**

- (1) UnikTruck may terminate the agreement without notice and require compensation for its loss, including expenses which UnikTruck might have paid, if the customer is in breach of its obligations according to the contract, for example that the customer:
  - a. fails to pay instalments 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. acts contrary to clause 3 on use, the location of the machine and/or the special equipment,
  - c. leaves the use in whole or in part to someone else without UnikTruck having given its written consent and without being authorised in the agreement or if the customer's ownership changes significantly, including that a controlling part of the customer's shares are sold or pledged,
  - d. uses the machine or special equipment etc. contrary to the regulations and instructions applicable to such use or contrary to the provisions for the machine or contrary to the purpose and the work intended for the machine or contrary to legislation or in any other way does not perform its obligations according to clauses 12 and 13,
  - e. alters the machine or special equipment without a written request and acceptance from UnikTruck,
  - f. fails to perform its obligations in relation to service and repair, see clause 14,
  - g. fails to perform its obligations in case of damage, destruction or loss according to clause 15,
  - h. does not give UnikTruck or the inspector pointed out by UnikTruck access to inspect the machine subject to appropriate notice, see clause 17,
  - i. goes into liquidation, initiated reconstruction, initiates negotiations about compulsory arrangement, contractual arrangement or debt rescheduling, goes into liquidation or dies 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,
  - j. is in breach of any other agreement with UnikTruck,
  - k. disposes of significant parts of its business assets or the customer's capital base is significantly reduced,



- l. fails to present accounts on demand, see clause 26,
  - m. removes or damages distinctive characteristics added to the machine that serve to its identification such as manufacturer's plates and serial numbers, see clause 11,
  - n. is responsible for delivery of the machine not being possible and the machine has been left at UnikTruck's store for more than 30 days, see clause 8.
- (2) After termination of the agreement, UnikTruck is entitled to pick up the machine without notice and at the customer'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 less 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 less 3 per cent. The compensation amount falls due on demand.
  - (4) Any pledges and deposits etc. provided by the customer serve as security for all of UnikTruck's outstanding amounts from the customer. UnikTruck is entitled to off-set outstanding amounts not due for payment against any amount due to the customer.

#### **25. 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.

#### **26. Accounting information**

- (1) On demand from UnikTruck, the customer is obliged to forward a copy of the accounts adopted by an assembly competent to the customer within five months after the end of the customer's financial year. Furthermore, the customer is obliged to forward interim accounts and budgets on request.

#### **27. Environmental clause**

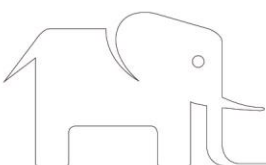
- (1) The customer declares that the environmental regulations applicable from time to time and any environmental approvals applicable to the customer's activities are observed by the customer just as changes to the environmental status of the customer's activities will be notified to UnikTruck. See also clause 12.

#### **28. On-duty scheme**

- (1) If the customer 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 business hours at [www.uniktruck.com](http://www.uniktruck.com), will be separately invoiced to the customer according to the agreement (elapsed time is calculated including transport from/to the 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 customer is generally not invoiced in case of problems remedied on the telephone.
- (2) Any transport costs for external carriers are invoiced to the customer, and no discount is offered on the above prices.

#### **29. Force majeure**

Even within areas subject to stricter liability, UnikTruck is not liable to the customer's loss caused by:





- (1) strike, lockout, boycott, picketing, regardless of whether the conflict is targeted at or initiated by UnikTruck or UnikTruck's organisation and regardless of the cause of the conflict. This also applies when the conflict affects parts of UnikTruck,
- (2) scarcity of goods, lack or delays in supplies from sub-suppliers, fire, shortage of transportation facilities, currency restrictions, import and export restrictions, death, illness or the departure of key persons,
- (3) crash in/lack of access to IT systems or damage to data in these systems attributable to the below conditions regardless of whether UnikTruck or an external supplier is in charge of the system operations,
- (4) failure in UnikTruck's power supply or telecommunications, regulatory intervention or administrative acts, natural disasters, war, rebellion, civil commotion, sabotage, terror or vandalism (including computer viruses and hacking),
- (5) other circumstances outside of UnikTruck's control.

### **30. Processing of personal data**

- (1) As part of the customer relations, UnikTruck processes a number of personal data about the customer 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 customer's rights in those regards, is available at the website [www.uniktruck.com](https://www.uniktruck.com) here: <https://www.uniktruck.com/gdpr>
- (3) When concluding an agreement with UnikTruck and accepting these conditions, the customer declares having read and understood UnikTruck's privacy policy.

### **31. 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 customer.

