

Leasing terms and conditions: October 2020

Trustus Rentals ApS Leasing terms and conditions

Matters of law between buyer/lessee and Trustus Rentals ApS shall be decided according to applicable Danish law with the below changes, and all disputes shall be processed at the court in Horsens, Denmark.:

Pricing

All prices shall be specified excluding VAT and other taxes. Verbal offers must be accepted immediately or they shall no longer apply. Written offers shall be valid for 14 days from the date of offer unless otherwise specified.

The price shall be our current price established on the date of submission of the offer with reservation for fluctuations in public taxes and levies.

Settlement shall be made immediately after the contract has been entered into or on the applicable due dates, unless otherwise agreed on in writing.

Complaint

Complaints shall be made immediately after receipt / setting up of the stage. If not, the right to complain shall be deemed lost.

The following extended force majeure shall indemnify Trustus Rentals A/S from liability for delay and release from the obligation to deliver: War, fire, strike, lock-out, weather, import- or export ban or other restrictions in movement of goods or personnel, confiscation, epidemics as well as other circumstances effecting Trustus Rentals ApS' ability to fulfill the contract in a way that Trustus Rentals ApS cannot foresee or should not have foreseen.

Insurance of equipment

For the leasing period, the lessee shall be liable for any damage and loss of the leased equipment.

Trustus Rentals ApS has taken out insurance of the leased equipment for the leasing period. The insurance does not cover theft. However, this does not mean that the lessee's liability and obligations shall be limited by the insurance. The lessee can be made liable for any damages to the leased equipment not covered by insurance if the lessee has demonstrated gross negligence.

The lessee shall be obliged to insure the equipment against theft.

Any damages must be immediately reported to Trustus Rentals ApS.

Theft and vandalism must also be immediately reported to the police.

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Helge Nielsens Allé 5  
DK-8723 Løsning  
Denmark

In connection with damage, the lessee shall pay an excess currently EUR 1,500.

All machines that are made available by the lessee to Trustus, both with and without driver, must be appropriately insured.

Changes or repairs may not be made on the leased equipment without special permission from Trustus Rentals ApS. If changes or repairs to the leased equipment cause damages that can be attributed to gross negligence on the part of the lessee, Trustus Rentals ApS cannot be held liable for any damages caused by the leased material.

#### Cancellation of the contract:

In the event of cancellation of commenced contracts, Trustus Rentals ApS shall have the right to bill for the following:

180 days before first leasing day - 35% of the total contract sum  
180 - 30 days before first leasing day - 65% of the total contract sum  
29 - 1 day(s) before first leasing day - 100% of the total contract sum

Such cancellation shall be done in writing.

#### Hands and misc.

If agreed hands are not readily available for work, an amount which is currently EUR 500 plus VAT shall be added per lacking helper per day.

The lessee shall pay for all costs in connection with any delays.

Reserved equipment is subject to punctual returning by the previous lessee. Trustus Rentals ApS reserves the right to replace reserved equipment with equipment of the same function.

In the event of lessees late returning of equipment, Trustus Rentals ApS shall have the right to demand extra payment and to have the costs covered which Trustus Rentals ApS may incur including for loss of business from another lease agreement.

If the lessee fails to return the equipment at the agreed time, this shall entail unconditional liability for damages, just as the lessee shall incur penal liability in accordance with paragraph 293 of the Penal Code (appropriation of another person's property for purposes of limited use only).

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