

# RENTAL AND INSURANCE TERMS

The rental and insurance terms below apply from the 1 February 2024 and thus replace all previous versions of the terms.

## GENERAL TERMS:

If nothing else has been agreed in writing, the stipulations below as well as the current rental prices apply to all rental agreements entered into with Scantruck AB. The prices in the catalogue are excl. VAT. In the following, the customer is referred to as the renter, and Scantruck AB is referred to as the owner.

## DURATION AND CALCULATION OF RENTAL AGREEMENT:

Entering into a rental agreement can only be arranged with the equipment consultants of the owner.

Regarding all rented equipment, the start of the rental agreement is calculated as of the date where the rented equipment leaves the business location of the owner, and it lasts up to and including the date where the rented equipment is collected or returned to the business location of the owner. Equipment must be returned no later than 48 hours after termination. If this does not take place, the renter will be invoiced until the equipment is back at Scantruck AB.

For all rented objects, a workweek of 5 days is presumed, where the equipment is used up to 7.5 hours a day, if nothing else is stated in the rental agreement. If equipment is used more than 7.5 hours, additional daily rent will be charged, and if the equipment is used on Saturdays, Sundays and holidays, these will also be calculated as rental days. The daily rent is calculated for the entire rental period, regardless of whether the rented equipment is actually used.

Termination of the rental agreement from the renter must take place by telephone to the equipment consultants of the owner at one day's notice. After the termination, the renter is responsible for the rented object, until it is collected. The owner reserves the right to terminate a rental agreement at any time without notice, particularly if the renter is in bankruptcy or suspension of payments, or does not pay invoiced rent in accordance with the current terms of payment. The renter pays all expenses associated with this.

## TRANSPORT:

Transport expenses are paid by the renter at the current rate. In case of transport of machines wider than 3,65 m, the renter will also be invoiced for an escort vehicle, regardless of the duration of the rental period. However, the renter is entitled to handle the transport of the equipment, but will then take on full responsibility during loading and unloading, as well as during the actual transport.

## OBLIGATIONS AND RESPONSIBILITY:

The owner is obligated to deliver all equipment in a completely cleaned, prepared and legal state. Any complaints of flaws and deficiencies regarding the rented equipment must be made on the first rental day in order to be valid. Later complaints will be rejected, and the renter is responsible for any damage/deficiencies demonstrable upon return.

The renter must pay all expenses for installation, dismantling, use, collection and return of the equipment as well as all expenses for fuel, lubricating oil, electricity and the like. Regarding lubricating oil, only the stated types and qualities are to be used, and it is prohibited to fill the rented object with coloured diesel exempt from charges. Lost or destroyed accessories, such as keys, instruction manuals, tools, cables etc., must be replaced fully by the renter.

The renter holds the full risk and the full responsibility for the rented equipment during the rental period, including for safety checks and the necessary maintenance.

Thus, the renter is liable for all types of damage, stops, theft and vandalism, including damage to the renter's or a third party's person or property, regardless of whether this is unintentional or negligent. The renter must take out their own liability insurance to cover liability for any damage caused to the renter's or a third party's objects, person or property when using the rented equipment as a working tool.

The owner never accepts liability for the renter's operating loss, time loss, loss of profit or any other indirect loss, regardless of whether it can be attributed to the rented equipment. All loss/expenses due to breakdowns/errors/delays or the like will not affect the owner.

The renter is obligated to compensate the owner to the extent that the owner is held liable for damages towards a third party for loss and damage for which the owner cannot be held responsible in accordance with the terms of this document.

The owner reserves the right to inspect the rented equipment at any time during the rental period.

The renter is responsible for legal use of the rented equipment and is obligated to report to the working environment authority, other authorities and any cable and pipeline owners. The renter is obligated to ensure that all equipment that requires a driving licence is only used by persons with a valid certificate/driving licence.

It is not permitted to smoke in the owner's driver's cabs. Violation of this will result in the renter being charged further cleaning expenses.

At the end of the rental period, the renter is obligated to return the rented equipment in the same state as when it was received, i.e. cleaned and without flaws and deficiencies. The rented object is checked upon return to the owner, and the renter is fully liable for damage, deficiencies, inadequate cleaning and the like that are evident at the end of the rental period. All cleaning of concrete, asphalt, polluting materials and dirt as well as the subsequent disposal of this will be calculated according to quantities and invoiced at the current rate. The renter is not permitted to personally or with the help of others carry out repairs or changes to the rented object without prior written approval from the owner.

## INSURANCE TERMS:

The owner is responsible for all equipment being insured during the rental period. The renter will pay a 7% risk premium of the net rent. The renter can provide insurance themselves, which must be documented by sending a copy of the insurance policy to the owner.

## THE INSURANCE INCLUDES:

The insurance includes all damage to as well as theft and robbery of the vehicle. The insurance is provided through an umbrella insurance for motor vehicles, and it includes the compulsory traffic insurance and partial all-risk insurance, which for example provides compensation for theft and fire. Geographical coverage: Sweden.

## EXCEPTIONS:

The insurance does not cover damage to aeroplanes or persons located in airfield areas.

Damage that occurs solely in, and is limited to, the mechanical, electrical and/or electronic components.

Damage occurred during transport.

Liability damage occurring when using a vehicle as a working tool and the like, for example in connection with lifting work, digging work and the like.

The insurance does not cover damage to objects that are transported using the vehicle.

Loss of or damage to the insured objects caused by a deliberate act, gross negligence or other violation on the part of the renter are not covered by the insurance and are therefore covered fully by the renter.

Damage that happens over time and/or is caused by the machines being overloaded or not being used for the intended use or construction is not covered by the insurance.

The insurance does not cover any type of operating loss, time loss, loss of profit, or any other type of indirect loss, or damage to the renter's or a third party's objects, person or property. The insurance does not cover the renter's transport of equipment, if the renter is responsible for this transport.

## REPORTING:

It is a condition for insurance coverage that the owner is informed of all types of incidents/damage as soon as they are discovered, which includes statement of reason for damage/place/date etc. A reporting form can be acquired from Scantruck AB. If you do not inform the owner and/or do not provide the necessary information, this will result in a compensation claim for the entire loss. In case of fire, theft, vandalism and the like, this must be reported to the police immediately, and no later than 24 hours after discovery. It is a condition for insurance coverage that a receipt for reporting to the police is sent to the owner.

## CALCULATION OF LOSS:

In case of theft and total loss, the loss is calculated at present value, if the equipment is between 0 and 5 years old. If the equipment is more than 5 years old, it is calculated at fair value.

## EXCESS:

The renter has an excess of 30,000 kr. in case of all types of covered damage to the owner's equipment. Please note that several insurance damage incidents to the same machine may result in multiple excesses: The excess applies to ALL damage incidents. In case of damage/an insurance case, Scantruck is entitled to charge 30 days of rent in accordance with the current agreement from the date where the machine is available to Scantruck at a site specified by us.

## TERMS OF PAYMENT:

If nothing else has been agreed, the renter's terms of payment are net cash payment in advance, and a deposit must be paid. Invoicing takes place at the end of a month and at the end of the rental agreement. If there are any disputes between the owner and the renter, regardless of the reason, this does not give the renter the right to refrain from paying invoiced amounts in a timely manner.

## BREACHES:

If these rental insurance or payment terms are not complied with, this is considered a breach on the part of the renter.

Breaches of any kind give the owner the right, without further notice, to collect the rented equipment at the renter's expense, and if necessary, with the help of the bailiff authorities.

The renter must compensate the owner for loss according to Swedish law.

## CHANGES:

The owner reserves the right to change these rental and insurance terms as well as rental prices without prior notice.

## LAW AND JURISDICTION:

Swedish legislation applies to all rental agreements entered into with the owner, and any disputes are settled by the district court.

## DENUNCIATION AND TRANSFER:

The owner may have sold the objects included in the agreement to a financing company, and thus transfers all rights to the financing company. All payments incl. any amounts of compensation and any purchase price for the objects can subsequently only be made with a discharging effect to the financing company. However, for now, the financing company has authorised the owner to receive the continuous payments on behalf of the financing company, and this applies until the owner is told otherwise by the financing company.

## FURTHER LIABILITY AND OBLIGATIONS:

The renter holds full responsibility for the rented equipment being positioned in accordance with applicable construction legislation, various safety directions, traffic and road legislation as well as stipulations regarding marking. Any fines, imposed fees and other charges will not affect the owner.