

## GENERAL CONDITIONS FOR LEASING EQUIPMENT

### Danish National Building and Housing Agency/Scaffolding Section Jan 2014

#### 1. General Conditions

AB 92 "General terms for work and supply to Building and Construction Activity" dated December 10, 1992, apply, however, with the amendments and deviations stated below. Referring to AB 92 "contractor" is the Lessor whereas "client" is the Lessee.

Additionally the standard reservations of Danish National Building and Housing Agency dated May 2008 apply.

It is assumed that Lessee be under an obligation to introduce welfare measures for Lessor's crew at the building site in accordance with the rules laid down in pursuance of the Factories Inspectorate Act No. 589 dated June 22, 2001. If the time of delivery stated in the offer cannot be kept due to verifiable incoming orders received prior to acceptance of this order, time of delivery must be renegotiated.

Should renegotiations be without result, Lessor reserves the right to withdraw from the offer, completely or partly.

When leasing the equipment without operator a transfer fee additional to the price quoted or daily rent must be paid covering delivery and return of the equipment and transportation expenses, if any.

#### 2. Use and mounting

The scaffolding must not be used for other purposes than stated in the offer and on the service instruction plate.

Lessee must not take scaffolding mounted by Lessor in use before Lessor has given go-ahead to this. Leasing, lending or any other transfer to third party or relocation of the equipment to another site must not take place without Lessor's prior written approval.

Lessee must not change or convert the equipment mounted by Lessor – hereunder remove or relocate fastenings and attachments, brackets etc. Special attention must be paid to chemical exposures that could harm the equipment. In this event, Lessee must obtain Lessor's written consent in advance.

In case Lessor detects misuse of the scaffolding, Lessor is entitled to terminate the lease without further notice and dismantle the scaffolding for Lessee's account.

Light front scaffolding is, unless otherwise agreed, mounted with a distance of 2 m between scaffold floors regardless of window heights etc. Maximum width: 70 cm. As to maximum permissible load please refer to the rules and regulations currently in force.

It is assumed that the site where the scaffolding shall be used, as well as the access road, is cleared, even and with sufficient bearing capacity – compare item 4, and section 2 below.

#### 3. Leasing period, place of reception and return of the leased equipment

The rent shall be charged at 7 days per week, regardless of weather conditions, holidays and moving days.

The minimum rent shall be 3 days.

a) Scaffolding leased without operator the leasing period begins the day that the equipment leaves Lessor's site and ends the day it is received undamaged and clean at Lessor's site. Please refer to item 1 section 4.

b) Scaffolding leased with operator(s)

The leasing period begins and ends at the mounting site, however, only when the scaffolding has been cleared and cleaned for dismantling. In case of misuse of the scaffolding Lessor is entitled to terminate the lease without further notice and dismantle the equipment for Lessee's account. The leasing period starts from the day the equipment is made available to Lessee ready for use and is terminated at 2 working days notice to Lessor's office.

#### 4. Risk, liability and inspection

During the leasing period Lessee is liable to Lessor for any loss of or damage to the leased equipment. In this event Lessee must pay rent to Lessor until Lessor has received compensation for damaged and/or lost equipment, however, the claim is reduced by Lessor's saved costs, if any.

Lessee is also liable for any damage to access roads, surface layers, underground installations and the like caused by non-compliance with last section of item 2.

Lessee is liable to make safety inspection on the leased scaffolding according to current safety rules and regulations, e.g. check regularly that fastenings and brackets are not loose or missing. The statutory inspection must be carried out by a competent person and reported at the service instruction plate. If any restoration is required please refer to item 2.

If erection of net and tarpaulin is involved, a special liability clause applies which will be stated separately in the offer. Regarding delay, if any – please refer to item 6 below.

#### 5. Insurance

Lessor has taken out an all-risk insurance policy with an initial loss to cover damage to the leased equipment, except for mobile scaffolding. Invoice will thus further to the contract sum include an insurance fee indicating initial loss, if any. The size of initial loss, which will be charged in case of damage, will also be stated in the actual offer. On request Lessee will receive a copy of the insurance terms.

Members of the scaffolding section have taken out an industrial and product liability insurance policy with a well-reputed insurance company with maximum coverage. Size of the maximum coverage is indicated in the actual offer.

According to normal insurance standards damages to buildings (windows, signboards, and other fittings) will be covered primarily by the householder's comprehensive insurance and secondarily by Lessor's third party insurance. Regardless of whether Lessor is liable for damage to real property, the claimant shall always inform the company providing the householder's comprehensive insurance of the damage.

#### 6. Delay

Lessor is entitled to extend the time limit due to events stated in AB 92, §25 and in the event of

Rain, snow, low temperature, wind or other weather conditions preventing or causing delay of the work;

Work being stopped or delayed by official order or imposed by Arbejdstilsynet, which does not clearly and expressly meet the legislation, authority instructions, rules or similar general guidelines. If claimed by Lessee in case of Lessor being found liable to the delay

– compare AB 92, §25.1 – Lessor will pay a penalty of 1‰ per working day of the contract value, excluding VAT, for the originally assumed leasing period. If penalty cannot be established by the above guidelines, Lessor is liable to pay compensation according to normal rules of Danish law, however, the penalty amount cannot exceed the rent charged for the delay period.

#### 7. Security

Lessor does not give security unless specifically requested in writing, and only if Lessee also provides a security to Lessor. Lessor's security will end 10 working days after termination of the leasing period, compare item 3, unless Lessee in previous writing has made a claim to the contract. Lessee pays separately for expenses related to security, when requested after the offer has been made. Otherwise conditions stated in the standard reservations of Danish National Building and Housing Agency dated May 2008 applies.