

TERMS AND CONDITIONS, 1 FEBRUARY 2018

The terms and conditions of 1 February 2018 annul all previous terms and conditions related to the following:

- General lease terms and conditions for consumers
- Insurance terms and conditions

Trade agreements entered into before 1 February 2018 are exempt from the above, and will remain exempt until the expiry of the agreement.

We reserve the right to make changes to the terms and conditions with no advance notice. We are not liable for print errors.

General lease terms and conditions for consumers

The general lease terms, which may contain conditions that may be particularly burdensome for the lessee, are applicable unless they have been deviated from by individual or special written agreements.

§ 1 General leasing terms

The general lease terms and conditions below apply to the leasing/renting of equipment to consumers (cf. the Danish Consumer Protection Act, § 2) unless otherwise stated in the individual terms and conditions for the lease agreement or if they have later been deviated from in writing by the lessor.

§ 2 Prices and offers

- Clause 1 All lease/rental prices are without shipping costs and excluding VAT, insurance and, if relevant, taxes and fees.
- Clause 2 The lease includes the leased equipment and not consumables (for example, electricity, petrol, lubricant oil). The lessee is responsible for these expenses.
- Clause 3 The lease prices appear in the price list applicable at any given time, found on www.gsv.dk. We are not liable for errors or omissions. The price list also states the insurance rates applicable at any given time. Lease prices can be changed with no advance notice.
- Clause 4 Any offer, price estimate or price information is as a maximum valid for 2 weeks and always presented with reservations for the equipment in question being sold or leased to another party.
- Clause 5 All lease prices are index-regulated annually on the 1st of January for ongoing lease agreements.
- Clause 6 When renting pavilions, the lease is paid in advance for 1 1/2 months in addition to the expenses related to delivery, assembly and pick-up.

§ 3 The lease period

- Clause 1 The lease is paid per calendar day from the time when the leased equipment is picked up by the lessee and until it is returned to the lessor at the lessor's business premises. The equipment must be returned no later than 8 a.m. on a work day unless otherwise agreed. Returning the equipment after 8 a.m. will lead to an extra day being invoiced. The equipment can only be returned during the company's opening hours.
- Clause 2 The delivery times are estimates, and reservations are made for delays. If the delivery is delayed by more than one month, and 3 months for pavilions and modules, the lessee can annul the order but the lessee cannot seek to pursue any other claims of any kind against the lessor in that regard.

§ 4 Usage, reparation and maintenance

- Clause 1 The lessee is obliged to use the leased equipment in accordance with the issued description and may not, without prior consent from the lessor, undertake repairs, modifications, changes or reconstruction of the leased material.
- Clause 2 The lessee is obliged to carry out the required maintenance on the leased equipment in accordance with the issued description, in addition to performing a final cleaning of the water systems and toilets before returning it to the lessor. The lessee is responsible for these expenses.
- Clause 3 After the return of the leased equipment, the lessor will inspect it. If damages are found, the lessee is informed so that it is possible to inspect the damage within 3 working days before reparation is begun to restore the leased equipment to the condition it was in at the time of the lease (concerning insurance cover, cf. below). The lessee will pay full lease during the repair period.
- Clause 4 If the leased equipment for some reason cannot be used, the lessee is not obliged to repair and exchange it on working days after 2 p.m. or during weekends.
- There is phone support available from the customer service department outside of normal working hours. A repairman can be ordered according to an individual agreement concerning this. If a repairman is requested outside of normal working hours and the defect on the equipment is due to misuse, the lessee is charged for all expenses related to this.
- Clause 5 If repair to the equipment cannot be carried out due to safety concerns, the equipment will remain the property of the lessor and the compensation will be reduced by the amount received from the scrap value of the damaged equipment.
- Clause 6 In the event of the equipment being lost, destroyed, etc. or the lessee's failure to return it after the termination of the lease, the lessee will be charged for the full replacement value of new equipment.

§ 5 Due dates and interest

- Clause 1 The lease is paid in advance for the entire agreed lease period.
- Clause 2 At a minimum, however, there must be paid 3 days' lease in addition to any potential transportation costs as a deposit.
- Clause 3 The deposit is due for payment when the agreement is signed.
- Clause 4 After the due date has passed, an interest of 2% will be added for each started month in addition to fees, late charges, and compensation fees in accordance with the Danish Interest Act and paid for by the lessee.
- Clause 5 After returning the equipment, the lessor will send an invoice for lease payments owed in addition to, if relevant, damages and cleaning.

§ 6 Transportation

- Clause 1 Transportation and moving may only be arranged by the lessor.
- Clause 2 If the lessor allows another party to transport the leased equipment, the lessee must ensure that the leased material is insured during this transportation.
- Clause 3 The lessee is obliged to keep the lessor informed of the whereabouts of the leased equipment.
- Clause 4 Transportation of the leased equipment between the work places of the lessee must be communicated with due advance notice to the lessor during working hours.
- Clause 5 Leased equipment may not leave Denmark without written consent from the lessor.

§ 7 Subletting

Clause 1 The lessee may not lease or move the leased equipment to third parties without the written consent of the lessor.

§ 8 Responsibility and risk for the leased equipment

Clause 1 The lessee assumes responsibility for the leased equipment when picking it up at the lessor's warehouse or where it has been agreed that delivery will be made to another agreed upon address. If there is a separate agreement stating that the lessor should assemble or install the leased equipment, delivery is considered to have taken place when the assembly/installation has been completed. The responsibility for the leased equipment returns to the lessor when the leased equipment has been returned to the lessor's address.

Clause 2 The lessee's responsibilities and obligations:

- a) The lessee is obliged to check the condition of the leased equipment and its functionality immediately upon receiving it. If damages, errors or other defects are discovered, this must immediately be notified in writing to the lessor before the equipment is taken into use. Objections received at a later date will not be acted upon.
- b) For the duration that the leased equipment is in the possession of the lessee, the lessee is responsible for the leased equipment being positioned and used in a safe and responsible manner and in accordance with existing legislation.
- c) During the lease period, the lessee assumes any risk and all responsibility for the leased equipment.
- d) The equipment's use must take into account information about load and performance limits and with due consideration for safety procedures and rules for labelling, etc., and including sending the required notifications to the authorities and other bodies.
- e) Additionally, the lessee is responsible for the leased equipment in all ways, including accidental losses, vandalism, theft, etc.
- f) The lessee is obliged to read and follow the instruction manual.
- g) The lessee is obliged to ensure that, where necessary in relation to legislation, the operator of the leased equipment has a valid operating licence.
- h) At all times, the lessee carries the risk for damages on surfaces, access roads, covered installations, roads and the like.
- i) For modules and pavilions, the following also applies:
 - It is the responsibility of the lessee to meet the obligations concerning interior maintenance so that the lease equipment is not overloaded or damaged unnecessarily.
 - The lessee is obliged to ensure that roof gutters and drains are kept free of leaves and other objects. In the event of failing to keep the equipment in a good state of repair, the lessee is responsible for any damages that might occur.
 - For ventilated cavities under pavilions and modules, it is the responsibility of the lessee to keep all ventilation openings clear and not to place objects that interfere with the ventilation of the mentioned cavity.
 - The lessee is not entitled to compensation (including compensation for operating losses) nor to terminate the lease agreement or make other claims and/or breach the contract due to the leased equipment not matching the lessee's expectations, provided that the leased equipment was delivered in accordance with the lease agreement.
 - The expenses for repair/maintenance work after the end of the lease period, for the purpose of restoring the leased equipment to the state of repair it was in before the lease began, are paid for by the lessee.
 - The expenses for reinstating changes made are paid for by the lessee.
 - The state of repair of the leased equipment at both the time of delivery and the time of return is documented in writing and signed by both the lessee and lessor.
 - The lessee must immediately notify the lessor about obvious damages or defects to the leased equipment which are discovered during the lease period. The lessee is liable for consequential damages that result from a failure to notify this.
 - It is the responsibility of the lessee to, before the signing of the lease agreement, draw attention to special requirements, size or set-up of the leased equipment.
 - Concerning ABA installations and other automatic fire alarm installations, it is the responsibility of the lessee to pay for all expenses relating to the annual review of the installation, alarm calls and expenses for the ATU line or other kind of telephone line.

Clause 3 The lessor's responsibilities and obligations:

- a) All equipment is delivered ready to use and in compliance with regulatory standards, and may only be used in accordance with the applicable rules, data sheets and lessor's specifications.
- b) The lessor is liable under Danish legislation's common rules for compensation, although it must be specified that the lessor cannot be held liable for indirect losses of any kind, including operating losses, lost profits and similar. The lessor's liability is limited to the size of the lessor's cover under its business and product liability insurance policy. The size of this is stated on www.gsv.dk
- c) For modules and pavilions, the following also applies:
 - It is delivered in a repaired state, cleaned and fully functional, unless otherwise stated in the lease agreement.
 - The exterior maintenance of the leased equipment's components is the responsibility of the lessor. This does not include roof gutters or drains.
 - The lessee has the obligation to carry out servicing, operations, maintenance and repairs in accordance with the applicable instructions so that the leased equipment is continually maintained in a good state of repair.
 - It is the responsibility of the lessor to ensure that the lessee is aware of the applicable instructions for servicing, operating, maintaining and repairing the equipment.

§ 9 Applicable law

Clause 1 Any dispute will be settled under Danish law.

Clause 2 If a third party should bring claims against the lessor, the lessee is obliged to indemnify the lessor for all expenses resulting from this.

§ 10 The rights of the lessor

Clause 1 The lessor must at all times have the right to inspect the leased equipment.

Clause 2 The lease can be terminated by the lessor with 1 week's notice.

Clause 3 Termination can take place without notice in the event of the lessee being in breach of the lease agreement. In this situation, the lessor can act on their own to pick up the leased equipment and all expenses incurred doing so will be paid for by the lessee.

§ 11 Insurance

- Clause 1 Applicable insurance terms and conditions, including the lessee's deductible are listed on www.gsv.dk.
- Clause 2 The lessor ensures that the insurance cover of the leased equipment is in accordance with the insurance terms and conditions in effect at any given time.
- Clause 3 The lessee is obliged to take out an equipment insurance agreement with the lessor concerning insurance conditions for the entire lease period. The premium which appears in the price list applicable at any given time or in the individual terms and conditions is paid for by the lessee. The insurance only covers the leased equipment, and not damages that may be caused by the leased equipment, which is why the lessee is encouraged to take out insurance cover that covers other damages as well.
- Clause 4 In the event of any damage covered by the insurance policy, it is the responsibility of the lessee to pay the deductible own-risk in accordance with the applicable insurance terms that can be found on www.gsv.dk.
- Clause 5 Damages caused by the leased equipment due to faulty use of the equipment is not the concern of the lessor. It is the lessee's own responsibility to pay for all expenses in the event of such damage.
- Clause 6 If the insurance does not cover the damage sustained on the leased equipment, the lessee will pay full compensation to the lessor. If repair to the equipment cannot be carried out due to safety concerns, the equipment will remain the property of the lessor and the compensation will be reduced by the amount received from the scrap value.
- Clause 7 The lessee must indemnify the lessor from any liability to the extent that the lessor might be subject to compensation claims by third parties for such losses and damages which the lessor is not responsible for in accordance with these terms and conditions.
- Clause 8 If the leased equipment is stolen, vandalised, exposed to fire or otherwise, the lessee must report this to the police just as the lessee in these instances and in the event of any other form of damage must immediately, and no later than 24 hours from the time when the damage was discovered or should have been discovered, inform the lessor about the issue.
- Clause 9 The lessee is obliged to take the necessary precautions so that in the event that it is discovered that damage has occurred, they can immediately take action to rectify it and/or make sure that the damage is not aggravated.
- Clause 10 The lessee is fully liable for damages caused as a result of the lessee's gross negligence, intent or breaches of the lessee's obligations under the lease's terms and conditions.
- Clause 11 The lessee is fully liable for damages caused by the lessee's violation of traffic laws and other applicable legislation.
- Clause 12 The lessee is fully liable for damages caused as a result of people under the influence of alcohol or other euphoriant substances.

§ 12 After-hours support

- Clause 1 An after-hours support service has been set up so that the lessee can always get in touch with the lessor, also outside of normal working hours. If the after-hours support is used, the lessee is charged according to the current rates listed on www.gsv.dk.