

GENERAL RENTAL AND SALES TERMS AND CONDITIONS

Effective from 2024.03.15

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§ 1. Applicability and Definitions

1.1 These general terms and conditions ("Terms") along with the individual agreement regulate the relationship between Lambertsson Sverige AB, Org. No. 556190-1637, hereinafter referred to as "Lambertsson," and the lessee, hereinafter referred to as the "Lessee," concerning the rental of machines, equipment, site cabins, and lifting devices without an operator, hereinafter referred to as the "Rental Object," or between Lambertsson and the buyer, hereinafter referred to as the "Customer," in connection with the purchase of goods. Any changes to the Terms must be in writing.

1.2 Written communication must be sent by letter through postal service, personal delivery, or email to the contact person designated at the time of the agreement or to a new contact person who has been subsequently notified in writing. Notices to Lambertsson may also be directed to the depot manager. A notice shall be considered received—via letter—7 days after it was sent if it was dispatched by registered mail unless earlier receipt can be proven; via email—on the same day the email was sent.

RENTAL

§ 2. Rental Object, Pickup, and Return

2.1 Upon delivery, the Rental Object shall be in operational condition and equipped with the manufacturer's safety devices.

2.2 Lambertsson shall provide instructions for handling and maintenance of the Rental Object.

2.3 The Lessee shall inspect the condition of the Rental Object and accompanying instructions/documentation upon receipt. Any claims regarding the Rental Object or its documentation must be reported in writing to Lambertsson no later than one week (7 days) after the Rental Object has been made available to the Lessee. If no claims are made within the specified time, the Rental Object shall be deemed to have been received in good condition. If a claim is made, Lambertsson shall promptly investigate and, if necessary, repair or replace the Rental Object at no cost.

2.4 The Rental Object shall be delivered and returned to Lambertsson's depot. The Rental Object is considered returned when a return receipt has been issued unless otherwise agreed. The Lessee is responsible for loading and unloading the Rental Object.

2.5 If Lambertsson undertakes to transport the Rental Object, transportation costs shall be borne by the Lessee. Responsibility and risk for the Rental Object pass to the Lessee when it is delivered to the location specified by the Lessee. Responsibility reverts to Lambertsson when the Rental Object is back in Lambertsson's possession.

2.6 Upon return, the Rental Object must be clean and in good condition, considering normal wear and tear. Otherwise, Lambertsson is entitled to perform necessary cleaning and repairs at the Lessee's expense. Any damages exceeding normal wear and tear will be charged to the Lessee, but not more than the replacement cost. If Lambertsson arranges transportation, the Lessee is responsible for ensuring that the Rental Object is packed or secured in a way that withstands standard handling and transportation.

2.7 Lambertsson is responsible for mandatory inspections of the Rental Object. However, the Lessee shall arrange and bear the cost of inspections required after assembly on the worksite. Lambertsson reserves the right to perform mandatory inspections of the Rental Object on the worksite during regular working hours after notification.

2.8 For site cabin setup, reference is made to the supplementary conditions in "Lambertsson's General Terms for Site Cabin Setup."

§ 3. Rental Period

3.1 The rental period begins on the day the Rental Object is made available for pickup according to the agreement and ends when the Rental Object is returned according to §2. For part of a day, the rental fee applies as for a full day.

3.2 The Lessee's right to use the Rental Object ceases when the agreed rental period ends.

3.3 The Rental Object is rented for a work shift of up to eight hours per day unless otherwise agreed. The Lessee must notify Lambertsson if overtime or additional shifts per rental day are worked. If the Rental Object is used for more than one shift of eight hours, an additional 10% of the daily rental rate will be charged for each exceeding hour. If used around the clock, the agreed daily rate will be doubled.

3.4 Extensions and reductions of the rental period must be agreed upon in writing between the parties.

3.5 Lambertsson reserves the right to invoice for the extended rental period if the Rental Object is not returned on time.

§ 4. Rental Fees, Prices

4.1 The Lessee agrees to pay the rent according to the agreed price list and invoicing terms. Rent is charged for each rental occasion. Applicable billing methods include hourly rent, daily rent, shift surcharge, calendar day rent, base rent, and monthly rent.

4.2 The agreed daily rent constitutes the rental price per Rental Object and day. Saturdays, Sundays, holiday eves, and holidays are rent-free if the Rental Object is not used. For some specified Rental Objects, rent is charged per calendar day or month according to Lambertsson's current price list. However, rent is charged for all Rental Objects during vacation periods and other similar breaks.

4.3 Unless otherwise agreed, accessories and consumables for the Rental Object are charged separately, including cleaning, fuel, sanitation, material inspections, wear on blades, fuel surcharges, and transportation of the Rental Object. Likewise, additional statutory fees and taxes will be charged.

4.4 No rent is charged for downtime or operational interruptions for which Lambertsson is responsible.

4.5 Agreed rental rates are exclusive of VAT.

4.6 Lambertsson has the right, at the time of the agreement, to request that the Lessee provide security equivalent to the number of daily rents specified for each machine/equipment in Lambertsson's current price list or other satisfactory security

§ 5. Use, Maintenance, Repairs, and Defects of the Rental Object

5.1 The Rental Object may only be used for tasks and under working conditions for which it is intended. Use of the Rental Object shall be in accordance with the manufacturer's instructions and applicable legislation.

5.2 The Lessee shall ensure that the Rental Object is only used by authorized and qualified personnel, for whom there are specific handling instructions. The Lessee is obliged to ensure, upon delivery of the Rental Object, that they have received instructions for handling and maintenance of the Rental Object.

5.3 No alterations that change the machine's or material's structure or function may be made.

5.4 The Lessee is responsible for the supervision and maintenance of the Rental Object. In addition to covering fuel and lubricants, the Lessee shall also arrange and pay for the replacement of consumables.

5.5 During the rental period, the Lessee shall ensure that the Rental Object is handled and stored in such a way that it is not exposed to damage, unauthorized use, or theft. Lambertsson reserves the right to inspect the equipment and its storage location. During inspection of the Rental Object, Lambertsson has the right to access the Lessee's workplace or any other location where the Rental Object is situated.

5.6 The Rental Object may not, without permission from Lambertsson, be moved to another work site than the one agreed upon. The Lessee may not sublet the Rental Object or in any other way allow someone other than the Lessee to use it.

5.7 In the event that the Rental Object is stolen during the rental period, the Lessee must submit a police report to Lambertsson indicating that the Rental Object has been stolen. Until the police report has been received, the agreed rent will be charged. Stolen Rental Objects must be replaced by the Lessee at an amount equivalent to the replacement cost.

5.8 If the Rental Object does not function in accordance with the rental agreement, and the defect or shortcoming is not due to damage for which the Lessee is responsible under the terms of the rental agreement, Lambertsson shall, without undue delay, rectify the defect or shortcoming after receiving written notification from the Lessee. The Lessee is not required to pay rent during such a rectification period.

§ 6. Special Conditions for Renting Equipment Connected to the Mobile Network

6.1 The Lessee is responsible for ensuring that the Rental Object and/or, where applicable, any service or product from a third party included in the Rental Object, is not used in violation of applicable laws, regulations, and directives. The Lessee is obligated to compensate Lambertsson for any direct and/or indirect damage arising from use in violation of applicable laws, regulations, and directives that affects Lambertsson.

§ 7. Liability and Insurance

7.1 Lambertsson is responsible for the cost resulting from normal wear and tear on the Rental Object.

7.2 The Lessee is responsible during the rental period for the loss of the Rental Object and for all other damages that do not constitute normal wear and tear. Damage to the Rental Object must be reported to Lambertsson as soon as possible, who will decide how the Rental Object will be repaired. Rental Objects that are lost or damaged beyond repair must be replaced by the Lessee with an amount equivalent to the replacement cost. If compensation is provided for damaged Rental Objects, they remain the property of Lambertsson.

7.3 The Lessee is responsible during the rental period for any damage caused by the Rental Object to themselves or third parties. The Lessee shall indemnify Lambertsson against all potential claims from third parties arising from personal or property damage caused by the Rental Object during the rental period.

7.4 Lambertsson is only liable for direct property or personal damage caused by Lambertsson's negligence. Lambertsson is not liable for indirect damages such as downtime, operational interruptions, production loss, lost profits, penalties, fines, or other economic consequential losses. Lambertsson's total liability can never exceed the lower amount of (i) the total compensation Lambertsson has received under the parties' agreement or (ii) one (1) million SEK.

7.5 The Lessee shall insure the Rental Object during the rental period with all-risk insurance covering the replacement cost unless otherwise agreed. The deductible shall not exceed three (3) price base amounts.

7.6 The parties shall have customary liability insurance with a coverage amount of at least ten (10) million SEK, unless otherwise agreed.

7.7 Lambertsson will, where applicable, insure the Rental Object with traffic insurance. However, the deductible for any damages shall be covered by the Lessee.

§ 8. Ownership of the Rental Object

8.1 Lambertsson and/or Lambertsson's supplier retains ownership of the Rental Object throughout the entire rental period. The Rental Object may not be used or integrated in violation of these terms in a way that jeopardizes ownership.

8.2 The Lessee may not pledge, transfer, or otherwise assign rights or obligations under the rental agreement without written consent from Lambertsson.

8.3 The Lessee may not alter or change the identification markings, documentation, or similar on the Rental Object.

Address

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www.lambertsson.com

Organization number

556190-1637

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8.4 All data and information generated by the Rental Object or by systems composed of the Rental Object are the exclusive property of Lambertsson. To the extent the Lessee may access such information, it may be used within the Lessee's business but may not be shared with third parties.

PURCHASE

§ 9 Special Conditions for Purchase

9.1 In cases where Lambertsson has undertaken to transport the goods, the Customer shall also cover the transportation costs. Responsibility and risk for the goods are transferred to the Customer when they are delivered to the location specified by the Customer.

9.2 For the purchase of goods, Lambertsson retains ownership of the goods until the Customer has fully paid for them. Until ownership has passed to the Customer, the Customer does not have the right to pledge, sell, or otherwise dispose of the goods.

9.3 The Customer shall inspect the condition of the goods and accompanying instructions/documentation upon receipt. Any complaint regarding the goods or instructions/documentation must be made in writing to Lambertsson as soon as possible and no later than one week (7 days) after the goods have been made available to the Customer. If no complaint is made regarding the condition of the goods within the specified time, the goods shall be deemed to have been accepted in good condition. If a written complaint is received, Lambertsson shall promptly investigate the goods and, if a defect is found, remedy the defect or replace the goods at no cost.

9.4 Lambertsson is not liable for direct or indirect damages or losses resulting from defects in the goods. This limitation of liability does not apply if Lambertsson is guilty of gross negligence.

9.5 Lambertsson's liability for defects in delivered goods is limited to defects reported by the Customer within twelve (12) months from the date of delivery to the Customer.

9.6 Under no circumstances shall Lambertsson be liable for indirect damages such as downtime, operational interruptions, production losses, loss of profit, penalties, fines, or other consequential economic loss. Lambertsson's total liability shall never exceed the compensation received by Lambertsson for the goods.

OTHER TERMS FOR RENTAL AND PURCHASE

§ 10 Payment

10.1 Invoices must be paid within 30 days from the invoice date unless otherwise stated in Lambertsson's applicable price list or the individual agreement.

10.2 A billing fee applies for paper invoices.

10.3 In case of late payment, interest on arrears is charged in accordance with the applicable interest law. The Lessee shall also pay the applicable reminder fee and, if applicable, collection costs.

10.4 Any objections to invoices must be submitted in writing no later than eight (8) days from the invoice date to Lambertsson. If no written objection is made within the prescribed time, the invoice is considered approved.

§ 11 Termination of Agreement, Repossession

11.1 A party has the right to terminate the agreement in case the other party breaches the contract and fails to correct the breach within three days after receiving written notice thereof. If a party terminates the agreement, Lambertsson has the right to immediately repossess the Rental Object or goods. If Lambertsson is the terminating party, the repossession will be carried out at the Lessee's or Customer's expense. Termination must be made in writing.

11.2 Lambertsson reserves the right to immediately repossess the Rental Object or goods at the Lessee's or Customer's expense if the Lessee or Customer is late with payment. The same applies if there are other reasonable grounds to believe that the Lessee or Customer will not fulfill their payment obligations. If such repossession occurs, Lambertsson shall be considered to have terminated the agreement.

11.3 In the event of repossession, Lambertsson has the right to access the worksite or other location where the Rental Object or goods are located.

§ 12 Force Majeure

12.1 Neither party shall be held responsible for failure to fulfill its obligations under the agreement if this is due to circumstances beyond the party's control, including but not limited to natural disasters, war, strikes, or other labor conflicts, government actions, pandemics, or other circumstances not caused by the party that significantly affect the performance of the agreement and could not have been foreseen or reasonably avoided. The party must promptly notify the other party in writing of the circumstance and is then entitled, in rental cases, to an extension of the agreed rental period.

12.2 If the hindrance lasts for more than two (2) weeks, either party has the right to terminate the agreement with immediate effect.

12.3 Labor disputes and similar circumstances, however, do not exempt the Lessee from the obligation to pay rent.

§ 13 Dispute and Applicable Law

13.1 Disputes shall be resolved according to Swedish law and by general courts, unless the parties have agreed in writing to arbitration.

13.2 Any arbitration proceedings shall be conducted according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The simplified arbitration rules shall apply unless SCC, considering the complexity of the case, the value of the dispute, and other circumstances, determines that the Arbitration Rules should be applied. In the latter case, SCC shall also determine whether the arbitration tribunal shall consist of one or three arbitrators. The arbitration shall take place in Stockholm. The Swedish language shall be used in the arbitration proceedings.

§ 14 Confidentiality

14.1 The agreement and the information that the parties receive from each other in connection with the agreement are confidential and may only be used by the parties to fulfill the agreement. The parties undertake not to disclose, distribute, or otherwise make available to third parties any information originating from or connected to the agreement without written consent from the other party. This confidentiality obligation shall remain in effect after the termination of the agreement and shall remain in force for a period of 2 years from the termination of the agreement.

14.2 Any exceptions to this confidentiality must be approved in writing by both parties. The parties agree to take all reasonable measures to protect the confidentiality of the information.

§ 15 Personal Data

15.1 The parties agree to handle and protect personal data in accordance with applicable laws. Lambertsson's processing of personal data in relation to the agreement is governed by Peab's personal data management policies, available at www.peab.se.

§ 16 Intellectual Property Rights

16.1 The Lessee and the Customer understand that Lambertsson may have products, materials, or methods where Lambertsson or a third party owns intellectual property rights. Nothing in the agreement implies that such intellectual property rights are transferred to the Lessee or Customer.

16.2 Lambertsson shall own all reports, descriptions, specifications, documents, illustrations, models, inventories, marketing materials, information on transactions, ongoing projects, rental inventory, or other documentation (regardless of medium) created or provided by Lambertsson within the scope of the service.

16.3 Provided that the Lessee or Customer pays in accordance with the agreement, Lambertsson grants a non-exclusive and limited right to use any intellectual property rights or documents provided by Lambertsson, to the extent permitted by the agreement and applicable law. The Lessee or Customer is not entitled to transfer, sublicense, publish, or otherwise make such intellectual property rights or documents available without Lambertsson's written consent.