

Terms and conditions - Rental Group Norway

Purpose

These general rental terms are intended to regulate the conditions for renting machinery and equipment. If other terms are to apply than those specified in these terms, they must be documented in writing and attached as an appendix to the signed agreement.

Delivery

Rental equipment is made available from the start date specified in the contract. Responsibility for the equipment transfers to the current renter when it is handed over from the lessor's warehouse, and until it is returned after use to the lessor's warehouse. Transportation to and from the agreed storage location is at the renter's expense and risk (EXW). If the renter fails to collect the equipment within five days, the lessor is no longer obligated to keep the equipment available and may terminate the agreement immediately by notifying the renter. The lessor is entitled to the rent specified in the contract for the time elapsed until the agreement is terminated.

Rental Period

The rental period begins on the day the equipment is made available at our depot and ends on the day the equipment is reported as ready for return or physically returned to our depot. The rental period for machines and equipment operated by a user is calculated for working days (5-day week), 1 shift, with a maximum of 40 hours, unless otherwise agreed. Public holidays and holidays falling on working days are not charged unless the equipment is in use on those days. Equipment and other items not operated by a user, such as slurry pumps, containers, work trailers, etc., are charged on a daily rental basis for all days.

Machines reported as returned after 09:00 will incur an additional day's charge.

Weekend Rental: Weekend rental applies from Friday at 14:00 and is charged as two days. This only applies to machines weighing 25 tons or less.

Rental Payment

The rent is paid in arrears at 14 day / or monthly intervals depending on the agreed conditions. Shortening a pre-agreed rental period is only possible with the lessor's consent. Any changes or modifications are at the renter's expense, in addition to the agreed rent. The rental period for equipment operated by a user is typically calculated for working days, 1 shift, and a maximum of 40 hours. If equipment is operated beyond this, it must be agreed in writing. Public holidays are not charged unless the equipment is used on those days. Equipment not operated by a user, such as slurry pumps, containers, etc., is charged on a daily rental basis.

Lessor's Obligations

The rental equipment shall be in operational condition and meet applicable safety standards at the time of delivery. After two working days, if the renter has not reported defects or deficiencies, the equipment is considered to have been delivered in fault-free condition.

If the delivered equipment deviates from the agreement, the renter must immediately notify the lessor, who can provide replacements or corrections. If significant defects are not rectified, the renter has the right to terminate the agreement. Termination must be in writing, and the renter is obligated to return the equipment at their own expense.

Renter's Obligations

The renter is responsible for daily operational maintenance and adherence to maintenance instructions, usage guidelines, and user manuals. Also responsible for using only prescribed operating supplies (e.g., fuel and lubricants), which are not included in the rental.

When preventive maintenance is necessary, the lessor will contact the renter to arrange a convenient time. Equipment must only be used by trained personnel with the necessary qualifications to handle it safely and competently. The renter must protect the equipment from unauthorized use and unnecessary external impact. Equipment must not be altered or modified without the lessor's prior approval.

Renter's Risk and Responsibility

The renter assumes the risk for the rental equipment and is liable for any damage incurred during the rental period. The renter must immediately notify the lessor of any damage, regardless of fault or cause. The renter is obligated to return the equipment in the same condition as when delivered, except for normal wear and tear from proper use. Extraordinary damage or deterioration must be compensated by the renter. If damages can be covered by insurance, refer to the Insurance section.

Service, Maintenance, and Certification

Annual service and certification of the equipment are covered by RG Norway. This work must be performed during normal working hours. Daily machine maintenance according to the user manual during the rental period is the responsibility of and at the expense of the renter.

Insurance

The renter is responsible for any property, financial, personal, or consequential damages caused to third parties by the equipment and its use during the rental period. The equipment is insured through the lessor, covering: Fire (including explosions and lightning strikes). Theft/burglary damage. Liability under the Vehicle Liability Act (when the equipment is used as a vehicle).

Exclusions:

Damage caused by gross negligence. Damage resulting from use contrary to the lessor's guidelines or training. Damage

due to insufficient maintenance, such as failure to replenish antifreeze, oil, or water.

The equipment's collision insurance covers other damages caused by external impacts, such as collisions, accidents, or vandalism. However, damages caused by the equipment's own components, such as chains or blades, are not covered.

Damage Reporting:

In case of damage, the lessor must be contacted immediately. A damage report must then be completed and sent to the lessor. The renter must assist in mitigating damages whenever possible.

Premium and Deductibles

For machines up to 20 tons: An insurance premium of 6% of the gross rental amount is charged to the renter. Deductibles for Collision and Theft Insurance:

Machine Value	Deductible
0 kr – 1 500 000 kr	15 000 kr
1 500 000 kr - 3 000 000 kr	25 000 kr
3 000 000 kr - 5 000 000 kr	40 000 kr
Over 5 000 000 kr	200 000 kr

If the renter is self-insured, the insurance premium is waived, but the renter assumes full responsibility for the rental equipment.

For machines over 20 tons: Insurance is included in the rental price. Deductibles for Collision and Theft Insurance:

Machine Value	Deductible
0 kr – 1 500 000 kr	15 000 kr
1 500 000 kr - 3 000 000 kr	25 000 kr
3 000 000 kr - 5 000 000 kr	40 000 kr
Over 5 000 000 kr	200 000 kr

Self-Insurance:

If the renter is self-insured, the insurance premium is waived, but the renter assumes full responsibility for the rental equipment.

Termination

If the rental equipment is not handled satisfactorily, the lessor may terminate the rental agreement immediately and retrieve the equipment at the renter's expense. Termination may also occur if the rent or any additional charges are not paid on time, or if the agreement is otherwise significantly breached.

Return of Equipment

Before the end of the rental period, the renter is responsible for returning the equipment to the lessor's warehouse at their own expense. The lessor is entitled to charge the renter for any final repairs necessary to restore the equipment to its original condition, as per the Renter's Obligations section. The equipment must be returned in good operational condition, which includes:

Being complete and in accordance with the condition report. Being cleaned, with any external damage repaired. Replacing any broken components with new ones. The lessor will not require the renter to replace functioning components.

Additional Equipment

The provisions of this agreement also apply to additional equipment, tools, etc., provided to the renter, even if not specifically mentioned in the agreement.

Subleasing

The renter is not permitted to sublease or transfer their rights under this agreement to others, nor undertake any legal actions (e.g., transfer, pledge) involving the rental equipment.

Payment Terms

Standard payment terms for machines up to 20 tons under credit purchase/rental are net 14 days. After the due date, interest of 1% per started month will be charged. For machines over 20 tons under credit purchase/rental, standard payment terms are net monthly. After the due date, interest of 1% per started month will be charged.

Disclaimers

The lessor assumes no responsibility for ensuring that the rental equipment meets the renter's needs. The lessor disclaims all liability for damages to persons or property caused during the rental, regardless of whether these arise from technical failures or negligence by the lessor. The lessor disclaims all liability for any losses resulting from the rental relationship, regardless of fault or cause. The renter assumes full responsibility for any claims against the lessor related to the rental, including legal proceedings or enforceable judgments. The renter waives any right to recourse against the lessor.

Disputes

All disputes related to this agreement should be resolved through negotiations. If negotiations fail, the matter will be settled by ordinary courts unless the parties agree to arbitration. Bringing a dispute to court or arbitration does not relieve the parties of their obligations under the agreement. Norwegian law governs the resolution of disputes.

Jurisdiction and Enforcement

All disagreements and conflicts arising in connection with this agreement will be resolved under Norwegian law. The parties agree that the venue for any legal action will be the lessor's local court. The renter consents to enforcement of the rental equipment without legal proceedings if the rent is unpaid or the rental period has ended, as per Section 13-2 of the Enforcement Act. All costs related to the forced return of the rental equipment will be borne by the renter.

Special Conditions

The equipment may be leased from various leasing companies (LS) to the lessor, and in such cases, the equipment remains the property of the LS. This agreement will then be considered a sublease agreement. If the LS terminates its leasing agreement with the lessor, the LS has the right to terminate this agreement and demand the return of the equipment to the LS or its designee. Alternatively, the LS may assume the lessor's rights under this agreement.

The LS does not assume any obligations under this agreement. Any claims or objections the renter may have against the lessor must be directed to the lessor and cannot be asserted against the LS, even in the event of the lessor's bankruptcy. The renter cannot reduce or withhold payments to the LS due to any claims or issues related to the agreement.

Force Majeure

The lessor is exempt from its delivery obligations if delivery is hindered by circumstances beyond its control, such as extraordinary weather conditions, government directives, fire, strikes, or lockouts. The renter is not entitled to compensation for delayed or failed delivery caused by such circumstances. Temporary interruption of equipment use, including during force majeure, does not entitle the renter to terminate the rental or waive payment of the agreed rent.