

This Agreement is between

Lessor:

Lessee:

Lessee org.no.

Lease object:

Serial no:

Object value at purchase and insurance:

Percent of rent to be deducted upon purchase of lease object:

Rental period agreed:

Scope of supply

- The machines are leased out without service personnel.
- The rent does not include the normal consumables as oil, grease or diesel etc. during the rental period.
- Commissioning and/or instruction personnel is not included in the rental price, but can be provided on request

Special rates.

- Transport and insurance have not been included in the rental price, but can be provided on request.

Charges

- The rental price has been based on a maximum of 8 hours per working day, and a maximum of 5 day per working week; extra hours will be charged pro rata.
- For rental periods shorter than one week, a surcharge of at least 25 % shall be applied.
- Rent will also be charged on days of transport of the equipment or when the hirer is not using the equipment.

Maintenance and use

- The equipment will be operated and maintained in accordance with manufacturer's operating manual by the Lessee.

Damages and repairs

- Any damage, howsoever caused, is to be reported to SPD Rental AB within 24 hours in writing by the Lessee.
- Repairs must be carried out by SPD Rental AB personnel or by other persons if they have the written permission of SPD Rental AB.
- If the equipment is in operation inside or outside Sweden, the costs of repair are for account of the Lessee, including travel, board and lodging costs for the service engineer.
- All damages, howsoever caused, must be inspected by SPD Rental AB, prior to any repairs.

Responsibility

- SPD Rental AB is not responsible for any damage or loss caused by late delivery or downtime.
- When SPD Rental AB advises, e.g. on the type of machine, drilling, pile driving times, the work progress etc. this is done to the best of our knowledge, but without any contractual obligation. This advice is given only as a general guide for the Lessee and in no way entitles the Lessee to any kind of compensation or refusal to pay rent.
- SPD Rental AB accepts no responsibility for third party risks and/or consequential loss howsoever caused, including machine breakdowns.
- The Lessee will be responsible for compliance with relevant local governmental regulations.
- In case the equipment is not suitable for the job, the Lessee will stop using the equipment immediately, henceforth reducing the risks of damage to the equipment to a minimum.

Payment

- Standard payment conditions: one month rental paid in advance and bank guarantee for the total value of the equipment.
- Should payment be overdue, SPD Rental AB reserves the right to charge interest or to remove the equipment at cost of the Lessee.

Insurance

- Insurance is the sole responsibility of the Lessee from the time of loading until the equipment is returned to the agreed location. The insured value has to be at least 100 percent of the new value of the equipment and has to include all risks. SPD Rental AB will always be entitled to receive instantaneously a copy of the insurance policy of the Lessee.
- SPD Rental AB can arrange insurance for the equipment for account of the client on request, this should be agreed on separately. A copy of the policy is available on request.
- Transport arranged by the Lessee or SPD Rental AB will be entirely for the costs and risks of the Lessee.

Inspection on return

- Machines are delivered with a full tank. After the machine is returned to SPD Rental AB it will be re-fueled; expenses will be passed on to the Lessee.
- Upon return, SPD Rental AB checks the leased equipment. Defects, missing parts and excessive wear will be charged to the customer.
- All equipment has to be cleaned by the Lessee before the equipment is returned to SPD Rental AB. In case the Lessee does not comply with this term, SPD Rental AB will charge at least € 200

Special terms

- It is forbidden to move the leased machine from one construction site to another location without the written permission of SPD Rental AB
- The leased equipment remains the property of SPD Rental AB at all times and may be sub-leased only with the written consent of SPD Rental AB
- SPD Rental AB maintains the right, should obligations not be fulfilled by the Lessee, to remove the equipment from the construction site at cost of the Lessee.
- SPD Rental AB will always be entitled to have unlimited access to the equipment at any time.
- After expiration of the contractually agreed rental period SPD Rental AB reserves the right to remove or replace the equipment at cost of the Lessee.
- The Lessee is not allowed to modify the equipment without the written permission of SPD Rental AB

General terms

- All equipment will be rented out with a rental agreement signed by the Lessee and SPD Rental AB. In case a rental agreement has not been signed, these rental terms will be valid.
- All above conditions apply to Swedish legislation.
- Any disputes shall be settled in a Swedish court

Signatures

Lessor:

SPD Rental AB

Lessee:

Magnus Andersson

Date and place