**AHLSELL’S GENERAL RENTAL TERMS AND CONDITIONS**

**General**

**Introduction.**These general rental terms and conditions ("**General Rental Terms and Conditions**") apply to the rental of machinery and other equipment ("**Rental Object**") between Ahlsell Sverige AB, org. no 556012–9206 ("**Ahlsell**") and lessee ("**Customer**"). These General Rental Terms and Conditions replace the previous general rental terms and conditions applied by Ahlsell from the date indicated below. The Customer’s acknowledgement of receipt of Rental Object constitutes acceptance of these terms and conditions.

**Contract documents.** In the event of conflicting information or regulations, unless otherwise specifically provided, the documents will take precedence in the following order:

1. the written agreement between the parties concerning the Rental Object, if any ("**Agreement**");
2. these General Rental Terms.

These General Rental Agreements form an integral part of the Agreement and references in these General Rental Terms and Conditions to the “Agreement” also include these General Rental Terms and Conditions.

**1.**  **Terms of Rental**

**1.1** **Collection.** Rental objects may from the start of the rental period be collected at one of Ahlsell’s stores or be transported to Customer, as per the Parties agreement. If the Parties have agreed pick-up at one of Ahlsell’s stores, the Customer is responsible for loading and unloading. If the Parties have agreed that Ahlsell shall arrange for transport, the Rental Object shall be delivered at the agreed location and the risk for the Rental Object shall be transferred to the Customer when the Rental Object has been delivered at a location designated by the Customer. The Customer shall bear the actual shipping cost.

**1.2 Return.** The Rental Object is considered returned when the return slip has been issued by Ahlsell. On return, the Rental Object shall be well cleaned and, in a condition acceptable to Ahlsell considering normal wear and tear. Otherwise, Ahlsell has the right to repair/restore the Rental Object at the Customer’s expense.

**1.3 Rental period.** The rental period is calculated from the date on which the Rental Object is kept available in accordance with the Agreement, up to the date on which the Rental Object is returned. The Customer’s right to use the Rental Object expires automatically at the end of the rental period.

**1.4 Rent.** Ahlsell’s price list applicable at each delivery date shall be applied. Statutory value added tax will be added.

**1.5 Payment.** Payment shall be made in accordance with the Agreement. In the event of a delay, interest on arrears shall be charged at the prevailing reference rate, with a surcharge of 13%.

**1.6 Duty to investigate.** The Customer shall, as soon as possible after receipt of the Rental Object, and no later than before it is put into operation, examine the condition of the Rental Object.

**1.7 Notification.** The Customer shall notify Ahlsell of any faults and remarks as soon as possible, but no later than one (1) day after the Rental Object has become available to the Customer. If no remarks are received within the specified time, the Rental Object is considered to have been received in good condition.

**1.8 Defaults.** If the Rental Object does not function in accordance with the Agreement and the fault or deficiency is not due to action on the part of the Customer, Ahlsell shall rectify the fault or deficiency without undue delay after the Customer’s complaint to Ahlsell. The Customer is not obliged to pay rent during the time when the fault or defect is rectified.

**1.9 Terms of Use.** When using the Rental Object, the Customer shall observe the following conditions: (i) only authorised and qualified personnel are entitled to use the Rental Object; (ii) the Rental Object may only be used for such work tasks and under such working conditions the Rental Object is intended for and in accordance with the associated handling instructions and notified instructions and instructions from Ahlsell; (iii) the Customer is responsible for the care, maintenance and storage of the Rental Object and for the costs of consumables; (iv) the Customer shall ensure that the Rental Object is stored in such a way that it is not exposed to damage, unlawful use or theft; (v) only the specified fuel of high-quality and original spare-parts may be used; and (vi) repair of the Rental Object may not take place without Ahlsell’s consent.

**1.10 Responsibility for inspection.** Ahlsell is responsible for customary inspections of the Rental Object and the Customer undertakes to participate to the necessary extent. After notification to the Customer, Ahlsell is entitled to inspect the Rental Object at the workplace during normal working hours.

**1.11 Right of use.** Ahlsell grants a limited right of use to the Rental Object. The Rental Object remains Ahlsell’s property and nothing in the Agreement means that the Customer receives ownership to the Rental Object.

**1.12 Limitations.** Rental objects may not be used in contravention of the Agreement, applicable law or decisions by authorities. The Customer may not pledge, transfer, rent or in any other way grant rights to the Rental Object to a third party. The Rental Object may not be inserted or merged with real estate. The Customer may not remark or in any other way change the identification of the Rental Object.

**2.**  **Liability**

**2.1 Damage to and loss of the Rental Object.** During the rental period, the Customer is responsible for loss of the Rental Object and for all damage that is not due to normal wear and tear. Damage or loss shall be reported promptly to Ahlsell. If the Rental Object cannot be repaired, the Customer is obliged to compensate Ahlsell for an amount equivalent to the replacement cost.

**2.2 Damage to other property.** During the term of the lease, the Customer is liable for damage caused by the Rental Object to the Customer’s or third parties’ property. The Customer shall indemnify Ahlsell against all third party claims for damage to persons or property caused by the Rental Object during the term of the lease.

**2.3 Insurance.** The following provisions apply with regard to insurance: (i) during the term of the lease, the Customer shall keep the Rental Object insured with comprehensive insurance (minimum insurance amount is the replacement cost); (ii) Ahlsell is responsible for and pays for traffic insurance if this is required for the Rental Object; (iii) the Customer and Ahlsell shall have the standard liability insurance that covers each party’s liability under the Agreement; and (iv) the Customer shall provide evidence of its insurance cover upon request.

**2.4 Collateral.** The Customer shall, on request, provide collateral during the lease period for an amount corresponding to the replacement cost of the Rental Object.

**2.5 Limitation of liability.** Ahlsell shall only be liable for direct damage arising as a result of Ahlsell’s breach of the Agreement and shall not be liable for indirect damage, costs or losses (such as but not limited to, loss of profit, loss of production or loss of goodwill). Ahlsell’s total liability will at no time exceed the total rental compensation that Ahlsell has received under the Agreement.

**3.**  **Termination**

**3.1 Right of termination.** A Party is entitled to terminate the Agreement with immediate effect if: (i) the other party is in material breach of the Agreement and does not within three (3) days after the request for rectification has ceased to exist; (ii) the other party goes bankrupt, suspends its payments, is subject to corporate restructuring, goes into liquidation or can otherwise be assumed to be illiquid or insolvent; (iii) repeatedly fails to fulfil its obligations under the Agreement, regardless of whether individual failure is of significant importance and does not take corrective action in accordance with section 3.1(i) above. Furthermore, Ahlsell shall always have the right to terminate the Agreement with immediate effect, without the option of rectification for the Customer, and to take back the Rental Object at the Customer’s expense in the event that Ahlsell assesses that there is a risk of the Rental Object’s loss or destruction.

**3.2 Right to repossess.** If the Agreement is terminated prematurely, the Customer’s right to use the Rental Object ceases and the Customer is obliged to immediately return the Rental Object to Ahlsell in the event that Ahlsell takes back the Rental Object at the Customer’s expense. If Ahlsell considers that there is a risk that the Rental Object will not be returned in accordance with the above, Ahlsell is entitled to immediately repossess the Rental Object at the Customer’s expense.

**4.**  **Miscellaneous.**

**4.1 Personal data.** All processing of personal data shall take place in accordance with applicable data protection legislation. Each party will process personal data in the form of contact information regarding the other party’s contact person. In order to perform under the agreement entered into, Ahlsell can, in certain cases, even process information regarding customers’ employees and their preferences regarding individual orders of goods, for example clothing sizes. Each party is responsible for their own processing of personal data as personal data controller, and the parties are not of the opinion that either of the parties will process personal data as personal data processor on behalf of the other party. Each party must inform the contact person designated by the party in the event the other party will process their personal data for the purposes of maintaining the parties' business relationship. The information must include that which is stated in Article 13 of Regulation (EU) 2016/679 (General Data Protection Regulation) and can be provided through an instruction to the contact person to visit the other party's website where information regarding their processing of personal information will be available. With respect to Ahlsell, such information is published at https://www.ahlsell.se/om-ahlsell/integritetspolicy/.

* 1. **Grounds for exemption (Force Majeure).** No Party shall be deemed to have breached an obligation if performance of the obligation is prevented by circumstances considered to constitute force majeure. The following examples of circumstances constitute force majeure events to the extent they result in performance under the Agreement being impeded or unreasonably burdensome: labour conflicts, fire, war, mobilisation or military conscription of equivalent scope, requisition, seizure, currency restrictions, insurrection, riot, shipping shortages, general shortage of goods, pandemics, epidemics, material price increases from suppliers, limitations on the supply of power, and every other similar circumstance over which the parties have no control such as defects or delays in deliveries from subcontractors caused by such force majeure events ("**Force Majeure**"). It is incumbent upon the party wishing to invoke Force Majeure to inform the other party in writing and without undue delay, of its occurrence as well as of its cessation.
	2. **Confidentiality.** During the term of the Agreement, the Parties may access valuable trade secrets and other confidential information belonging to the other Party and their business, including the contents of the Agreement (“**Confidential Information**”). The term Confidential Information does not include information that is in the public domain or which will become public knowledge other than through breach of the Agreement. The Parties shall keep all Confidential Information strictly confidential and must not disclose it to any third party without the consent of the other Party, or if this can be reasonably required in order to comply with the obligations under the Agreement, or where necessary pursuant to law, stock exchange rules, or order from a court or competent public authority.
	3. **Amendments.** Amendments and additions to the Agreement shall be made in writing and signed by the parties in order to be binding.

**5.**  **Governing law and dispute resolution**

* 1. **Governing Law.** This Agreement shall be governed by the substantive law of Sweden.
	2. **Dispute resolution.** Any dispute or claim arising out of or in connection with this Agreement, or a breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. Unless otherwise agreed by the Parties, the language used in the arbitration shall be Swedish. Any information disclosed during or otherwise in connection with the arbitration proceedings, including details of the arbitration, arbitration, settlement or settlement, shall be considered Confidential Information.