

# PRESTON RENTALS® | COUNT ON US

## General rental terms for business customers – valid from 1 June 2025

In the following, Preston Rentals ApS (cvr. nr. 39401835) is referred to as the *lessor* and the customer as the *lessee*. Reservations are made for typographical errors.

### § 1 General Rental Terms

Section 1: These general rental terms apply to the rental of equipment unless otherwise stated in the individual terms of the rental agreement or subsequently deviated from in writing between the parties. These general rental terms can also be found on <https://prestonrentals.dk/>.

### § 2 Prices and Offers

Section 1: All rental prices are ex warehouse, excluding VAT and other possible taxes and fees.

Section 2: The payment terms are net 14 days.

Section 3: For SuperDeck, the rent is charged monthly and paid in advance on the 1st of each month.

Section 4: Rental prices and terms are stated in the submitted offer. Reservations are made for errors or omissions. The general rental terms or the rental agreement also state the current rates for risk surcharges. The lessor is entitled to the agreed rent regardless of whether the rented item is used or not.

Section 5: The rent does not include risk surcharges (please see § 9) or electricity consumption. Consumables for the use of equipment are not included in the rent, and the lessee bears all such costs. Prices for consumables can be changed without prior notice.

Section 6: Any offer, estimate or price information is valid for a maximum of 14 days and is always subject to sale or rental to another party.

Section 7: All rental prices on rental agreements, including rental of SuperDeck, are adjusted annually on 1st January according to the development in Denmark's Statistics net price index. When adjusting the price according to the net price index, the net price index from the same month of the previous year is used up to the time of adjustment, for example, from January last year to January of the current year.

Section 8: When renting SuperDeck, prices for collection, dismantling and reestablishment are continuously adjusted without notice according to the development in Denmark's Statistics net price index. Price adjustments will occur if more than 6 months have passed from the offer date to the date of collection, dismantling and reestablishment. Accessories associated to this work are not included in the prices but are paid separately.

Section 9: Expenses for transport, assembly, construction work, repair work and adjustments are invoiced separately to the lessee immediately after execution.

Section 10: In the event of non-payment, breach of rental agreement and/or these general rental conditions, the lessor is entitled to terminate the rental agreement and, at the lessee's expense, repossess the rented equipment without prior notice. In this case, the lessee is liable for the full agreed rental amount for the remaining rental period, cleaning and any damages to the rented item(s).

Section 11: Payment terms for expenses related to the repair of the equipment after the rental period ends are net 14 days.

### § 3 Rental Period and Calculation of Rental Price

Section 1: Rent is paid from the date and time of delivery until it is returned to the lessor.

Section 2: If the lessee collects the equipment themselves, the rental period begins on the agreed day for the collection of the equipment, but no later than the start time stated in the rental agreement.

Section 3: For all rental agreements, a 5-day workweek is assumed, where the equipment is used up to 7.5 hours a day, unless otherwise stated in the rental agreement. If the equipment is used more than 7.5 hours a day, an extra rental day is charged for each of these days. If the equipment is used on Saturdays, Sundays, and public holidays, these are also calculated as rental days. The daily rent is calculated for the entire rental period, regardless of whether the

rented equipment is actually used. However, this does not account for equipment mentioned in Section 4.

Section 4: Rent is calculated per calendar day for scaffolding and SuperDeck as well as equipment groups listed in a separate price list. SuperDeck can be used 24 hours a day without any extra charge.

Section 5: Delivery times are approximate and subject to delays. If the delivery is delayed by more than a month, the lessee can cancel the order, and the lessor cannot make any claims of any kind against the lessee in this regard.

Section 6: The order is canceled in the event of significant hindrance of delivery by the lessor, and the lessee cannot make any claims of any kind against the lessor in this regard.

Section 7: Termination of the rental agreement by the lessee must be given to the lessor with one day's notice. For equipment rented on a monthly basis, cf. § 2, Section 3, the notice period is 8 days to the lessor. After termination of the rental agreement, the lessee is liable for damages to the rented equipment until it is collected or returned.

Section 8: When renting SuperDeck, the minimum rental period is stated in the rental agreement. The lessee is liable for payment of rent for the entire minimum period, regardless of whether the lessee terminates the rental agreement, ceases use or returns the equipment before the rental period has expired.

Section 9: If the lessee returns the equipment themselves, it must be returned no later than 8am on weekdays. If the return occurs at a later time, rent for the next day will be charged.

### § 4 Usage, Repair and Maintenance

Section 1: All equipment is delivered in operational and legal condition with accompanying data sheets and specifications. The rented equipment may only be used for normal use and according to the manufacturer's instructions.

Stk. 2: The lessee may not, without prior consent, perform repairs, modifications, changes or conversions of the rented equipment. Any repairs during the rental period must be carried out solely by the lessor or a repairer appointed by the lessor. The lessee is liable for any damages caused to the equipment during repair work that violates these rental conditions, and the lessor is not liable for repairs that the lessee has had carried out. If the rented equipment requires service or annual inspection, the lessee must provide access to the rented equipment or allow for the replacement of the equipment.

Section 3: The lessee is obligated to carry out regular maintenance of the rented equipment according to the provided manual and carry out final cleaning of the equipment before returning it to the lessor. The lessee bears the costs for this.

Section 4: After the return of the rented equipment, the lessor performs an inspection of the equipment. If damages are found, the lessee is notified as soon as possible so they can inspect the damage before a repair is initiated, so the rented equipment can be restored to its condition at the time of rental, taking into account expected wear and tear. The lessee pays full rent during the repair period.

Section 5: The condition of the rented equipment at the time of rental and return is documented with photo documentation.

Section 6: Cleaning after rental is invoiced based on time spent and consumables used.

Section 7: In case of loss, destruction etc. of the rented equipment, and failure to return the equipment after the rental period ends, the lessee is invoiced for the price of the equipment based on its new value.

### § 5 Due Date and Interest

Section 1: The due date is stated on the invoice.

Section 2: The lessor may require a deposit and prepaid rent at the time of entering the rental agreement.

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Section 3: After the return of the equipment, the lessor sends an invoice for the outstanding rent and any expenses to repair and cleaning.

Section 4: If payment is made after the due date, an interest rate of 2 % per commenced month, as well as fees, default interest and compensation fees in accordance to the Interest Act, will be charged to the lessee.

### § 6 Transport

Section 1: Transport and relocation of the rented equipment may only be carried out by the lessor unless otherwise agreed. Transport prices apply to alle land and bridge-connected destinations in Denmark and exclude any bridge tolls, which will be invoiced separately to the lessee.

Section 2: It is the lessee's responsibility to ensure that the rented equipment can be placed next to the transport vehicle on a load-bearing surface. Reservations are made for impassable roads, overhead wires and other obstacles that may hinder the unloading of the delivered equipment next to the transport vehicle. A total of 15 minutes are included for loading/unloading in the specified mileage calculation. Waiting time beyond 15 minutes will be invoiced to the lessee based on the time spent.

Section 3: If the lessor allows another party to transport the rented equipment, the lessee must ensure that the equipment is insured during this transport.

Section 4: The lessee is obligated to keep the lessor informed about the location of the rented equipment.

Section 5: Transport of the rented equipment between the lessee's workplaces must be reported to the lessor within 24 hours.

Section 6: The rented equipment must not be taken out of Denmark without the lessor's written consent.

### § 7 Subletting and Relocation to Another Address

Section 1: The lessee may not sublet the rented equipment to a third party without the lessor's written consent.

Section 2: The lessee may not relocate the rented equipment to another address without the lessor's written consent.

### § 8 Responsibility and Risk for the Rented Equipment

Section 1: The lessee assumes responsibility for the rented equipment from the start of the rental period. If it is specifically agreed that the lessor will carry out assembly, the delivery is considered to have taken place when the assembly is completed, after which the lessee assumes responsibility for the rented equipment. Responsibility for the rented equipment transfers to the lessor when the rented equipment is returned to the lessor's address.

Section 2: For rental agreements including an operator, regardless of whether it is the lessee's or the lessor's own personnel or personnel hired by either the lessee or the lessor, or when setting up SuperDeck, the lessee is responsible for ensuring that the work is carried out according to all applicable rules, safely and healthily, and in accordance with the individual instructions that may apply at the workplace where the rented equipment is used. The lessee has full authority to instruct and is therefore responsible for any errors and any damage that occurs during the work using the rented equipment. The lessee is obligated to indemnify the lessor against claims made by a third party due to the lessee's instructions, operation or use of the rented equipment.

Section 3: The lessee's responsibilities and obligations

- In the event of defects and deficiencies in the rented equipment, the lessee is obligated to complain on the first rental day. Subsequent complaints about defects and deficiencies are considered to be made too late and thus have no legal effect. If defects or lack of functionality occur later, the lessee must immediately contact the lessor.
- While the rented equipment is in the lessee's custody, the lessee is responsible for ensuring that the rented equipment is placed and used safely and in accordance with applicable legislation.

- During the rental period the lessee assumes all risks and responsibilities concerning the rented equipment, including damage to persons, property, and/or equipment. This includes, for example, damages that may occur as a result of incorrect weight indications, incorrect information about the load-bearing capacity of the surface, incorrect and/or incomplete descriptions of the conditions of the workplace and/or other conditions where the equipment is to be used, and/or damages due to incorrect or incomplete operation of the equipment.
- The use of the equipment must take into account information about load and performance, safety regulations and marking provisions, including necessary notifications to authorities among others.
- Throughout the rental period, the lessee is responsible for the rented equipment, including accidental loss, vandalism, theft or similar, unless a condition is covered by insurance.
- The lessee is obligated to follow and read the instruction manual for the rented equipment before use.
- The lessee is obligated to ensure, where required by law, that the operator of the rented equipment has a valid operator's certificate.
- At any time, the lessee bears the risk of damage to surface dressing, access roads, installations, roads etc.
- The lessee must immediately notify the lessor of obvious damages or deficiencies in the rented equipment discovered during the rental period. The lessee is liable for consequential damages resulting from to do so.
- For SuperDeck the following applies:
  - The lessee is responsible for internal maintenance so ensure that the rented equipment does not suffer unnecessary harm or damage.
  - The SuperDeck tracks must be kept free of construction waste and the like. SuperDeck will be replaced at the lessee's expense if the rolling function of the tracks is damaged due to lack of cleaning during the rental period.
  - The lessee must notify the lessor of special requirements, size or layout of the rented equipment before entering into the rental agreement.
  - Environmental contribution: The lessee pays an environmental contribution currently amounting to 1.75% of the rental price and various service services. The contribution is stated separately on the lessor's invoice.

### § 9 Insurance – Risk Surcharge

Section 1: The lessor provides insurance coverage for the rented equipment in accordance with the applicable insurance terms at any given time. The lessee is obligated to pay a risk surcharge to the lessor throughout the rental period to keep the equipment insured.

Section 2: The risk surcharge covers insurance against fire, theft, vandalism and other external damages to the rental equipment used in Denmark. The insurance obligation and the obligation to pay the risk surcharge only cease upon collection/return of the rented equipment.

Section 3:

- The risk surcharge currently amounts to 8.0% of the rental price and is stated separately on the lessee's invoice.
- As regard to SuperDeck, the risk surcharge only covers insurance against fire.
- As stated below, the insurance is taken out with a deductible. The deductible must always be paid by the lessee, and the lessee also bears the risk for damages not covered by the insurance taken out.
- To obtain insurance coverage, any theft or vandalism must be reported to the police within 24 hours.
- The lessee is obligated to inform the journal number from the police report to the lessor.
- The insurance only covers the rented equipment and not damages to persons or objects caused by the rented equipment. Thus, the lessee is encouraged to take out insurance which covers other damages. It is the lessee's responsibility to take out and maintain liability insurance that covers damages caused by the rented equipment.

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- g. The lessee is responsible for equipment damaged in connection with painting, sandblasting, the use of concrete, masonry work and similar activities.
- h. Unless extra rust protection, such as coating etc., has been provided, the equipment is not to be used near sea water due to the risk of increased corrosion.
- i. If the insurance does not cover the damage caused to the rented equipment, the lessee must pay full compensation to the lessor. If a safety-acceptable repair of the rented equipment cannot be carried out, ownership remains with the lessor and the compensation is reduced to the scrap value of the damaged equipment.
- j. In the event of damage or loss of the rented equipment, or risk hereof, the lessee is obligated to immediately take the necessary precautions and measures to limit, minimize or prevent the extent of the damage.
- k. If the insurance does not cover damages due to the lessee's gross negligence, intentional actions or omissions, including violation of traffic laws or other laws, or damages caused by persons under the influence of alcohol or other intoxicating substances, the lessee is fully liable for such damages.

### Deductible

The lessee is liable for damages to the equipment rented from the lessor with the following calculation per damage:

Products	New value (kr.)	Deductible per damage (kr.)
Machines and lifts	0 - 15,000	= 6,000
Machines and lifts	15,001 - 75,000	= 20,000
Machines and lifts	75,001 - 200,000	= 25,000
Machines and lifts	200,001 - 400,000	= 30,000
Machines and lifts	400,001 - 600,000	= 35,000
Machines and lifts	600,001 - 800,000	= 45,000
Machines and lifts	800,001 -	= 50,000

Other equipment and SuperDeck – regardless of new value = 30,000 kr. per damage.

### § 10 Limitation of Liability

Section 1: Except for the exceptions described in these general rental conditions and mandatory legal rules, the parties are liable according to the general rules of Danish law.

Section 2: The lessee cannot make any claims against the lessor or terminate the rental agreement if the rented equipment does not meet the lessee's expectations or needs, provided that the rented equipment is delivered in accordance with the rental agreement.

Section 3: Neither party can be held liable to each other for indirect losses of any kind, including loss of operation, lost profits, loss of goodwill, loss of business opportunities or similar economic losses.

Section 4: The lessor's liability for compensation is in any case limited to the amount covered by the lessor's business and product liability insurance.

Section 5: The lessee must indemnify the lessor for any claims from third parties that exceed the claims the lessee can make against the lessor under these rental conditions.

### § 11 Choice of Law and Venue

Section 1: Any dispute shall be settled according to Danish law and at the Court in Aarhus or another venue chosen by the lessor.

### § 12 Lessor's Rights and Termination

Section 1: The lessor shall at all times have the right to inspect the rented equipment.

Section 2: The rental agreement can be terminated by the lessor with a week's notice.

Section 3: The rental agreement can be terminated without any warning in case of the lessee's breach of rental agreement after which the lessor has the right to collect the rented equipment. All costs associated with this are borne by the lessee.

### § 13 Where the Lessor Carries out the Assembly of the Rented Equipment

Section 1: Lessee's responsibility and obligations:

- a. Assembly and transport is paid for by the lessee.
- b. Delivery, collection and assembly prices are based on free access to the assembly site for the assembler and crane or the transport vehicle. Additionally, stable, levelled and load-bearing surfaces must be present, e.g. by laying driving plates on and up to the assembly site
- c. There must be no hindrances such as overhead wires, trees or other conditions at the unloading and assembly site that prevent the free movement of trucks and cranes.
- d. In the event of damages when unloading and damages caused to the environment, the costs associated with restoration and repair are borne by the lessee, who has designated the assembly site.
- e. All costs for toll roads, parking fees, barriers, driving paths, notifications to authorities, permits, supervision and the like are irrelevant to the lessor upon delivery.
- f. The lessee assumes full responsibility for ensuring that the rented equipment is placed in accordance with applicable legislation, safety measures, authority and environmental requirements.
- g. All connection fees and connections of the rented equipment are irrelevant to the lessor. The lessor reserves the right to access and setup conditions etc., which may affect solutions and prices. The construction site must be inspected before the final pricing.
- h. It is assumed in the offer that the work can be carried out within normal working hours.
- i. It is assumed in the offer that the building can absorb the anchoring forces in connection with any anchors.
- j. Service, delivery/collection, repair etc. outside normal working hours are invoiced separately according to the applicable rates for emergency calls and overtime.

### § 14 Where the Lessee Carries out the Assembly of the Rented Equipment

Section 1: Where the lessee carries out assembly, modifications, dismantling or relocations themselves, the lessee is responsible for any damage, both to the rented equipment and to the lessee's or third party property.

Section 2: Damages arising in connection with Section 1 are not covered by the risk surcharge.

### § 15 Watch Scheme

Section 1: A watch scheme has been established so the lessee can always contact the lessor, also outside normal working hours. Further information can always be found on <https://prestonrentals.dk/>

Section 2: If the watch scheme is used, the lessee will be charged according to further agreement.