

# General leasing conditions

## 1. Applicability

**1.1** These general leasing conditions apply to the leasing of equipment and construction machines without operator. Changes to the conditions must be in writing.

## 2. Leased object

**2.1** The leased object shall be delivered and returned to the leaser's premises. The leased object is taken as having been returned when a return confirmation receipt has been issued.

**2.2** On return, the leased object shall be in operable condition and be provided with the prerequisite protection and safety equipment.

**2.3** The leaser shall, if requested, provide instructions for the operation, inspection and maintenance of the leased object. If the lessee requests such, the instructions shall be in writing.

**2.4** To be applicable, complaints about the leased object or the instructions must be reported to the leaser in writing as soon as possible, and maximally one week after the object has been made available to the lessee.

**2.5** On return, the object shall be clean and, with consideration for normal wear, in good order. If this is not the case, the lessee is obliged to carry out the necessary cleaning and/or repairs at the lessee's expense.

**2.6** The leaser is responsible for the mandatory inspections of the leased object. The lessee shall, however, arrange for and pay for inspections following installation of the object at the workplace. The leaser has the right, on announcement, to carry out the mandatory inspections of the leased object at the workplace during normal working hours.

## 3. Usage

**3.1** The leased object may only be used for the type of work and under the conditions it is intended for.

**3.2** The leased object may not, without special permission from the leaser, be moved to a workplace other than that agreed to, or be used by any party other than the lessee.

**3.3** The lessee is responsible for the supervision and care of the leased object. In addition to bearing the cost for fuel and lubricants, the lessee shall bear the cost for replaced consumables.

**3.4** The machine's design, construction or functionality may not be changed in any way.

## 4. Lease period

**4.1** The lease period runs from and including the day the leased object, in accordance with the lease contract, is available for collection by the lessee to and including the day the object is returned in accordance with 2.1.

**4.2** The leased object is leased for use on a one-shift basis of maximally eight hours per day if no other agreement is reached.

## 5. Remuneration

**5.1** The lease cost for the leased object is debited on each occasion of leasing in accordance with the leaser's price list. The applicable forms of debiting are day lease, shift supplement, calendar day lease and basic lease.

**5.2** The contracted day lease rate constitutes the lease price per lease object and day. The cost for part of a day is the same as for a whole day. If the material is used for longer than an eight-hour day, a shift supplement is debited in accordance with the leaser's price list. There is no lease charge for non-working weekends, public holidays etc. In the case of certain, specified lease objects, the lease sum is debited per calendar day or month in accordance with the leaser's price list. The lease sum is debited for all lease objects during holiday periods and other equivalent non-working occasions.

**5.3** Charges for accessories and mandatory cleaning are debited separately.

**5.4** There is no lease charge for periods of standstill and operation interruption that the leaser is responsible for.

**5.5** The lease charges are exclusive VAT.

**5.6** Invoices shall be paid within 30 days or being received if no other arrangement is given in the leaser's price list. In the case of late payment, interest on overdue payment is charged according to the applicable interest rate.

**5.7** The leaser has the right, on entering into the agreement, to insist on the lessee providing security corresponding to the number of lease days given for the machine(s)/equipment in question in the leaser's price list or, alternatively, some other form of adequate security.

## 6. Responsibility

**6.1** The leaser is responsible for costs incurred through normal wear.

**6.2** During the lease period, the lessee is responsible, in the event, for the loss of a leased object and for all damage in excess of normal wear. Damage shall be reported to the leaser, who shall decide on the measures to take. If a leased object is lost or damaged beyond repair, the lessee shall compensate the leaser for the sum required to replace the object. In the event of theft, the lessee is responsible for reporting it to the police.

**6.3** During the leasing period, the lessee is accountable for any injury caused by the leased object to the lessee or a third party.

**6.4** The leaser is only responsible for direct injury occurring due to negligence on the part of the leaser. Consequently, the leaser is not accountable for injury resulting from delivery delay, standstill or interruption to operation.

**6.5** During the lease period, the leaser can insist on the lessee arranging comprehensive insurance for the leased object corresponding to the sum of replacing the object.

**6.6** The leaser and the lessee shall have normal third party liability insurance unless otherwise stated.

**6.7** The leaser is responsible for providing traffic insurance for the object whenever such is applicable. Any incurred excess insurance is, however, payable by the lessee.

## 7. Cancellation

**7.1** Either party has the right to cancel the contract if the other party breaks the terms of the contract and does not take corrective action within three days of receiving a reminder.

**7.2** The parties may not, however, claim breach of contract on the part of the other party, if contract fulfilment is prevented by circumstances beyond the control of a party, such as war, decision by the authorities or other condition not caused by the party which considerably affects the fulfilment of the contract and which the party could not foresee or could not reasonably be expected to avoid the consequences of. If the hindrance remains for longer than two weeks, both parties have the right to immediately cancel the contract.

**7.3** If the lessee suspends payment, is declared bankrupt or initiates composition proceedings, the leaser has the right to immediately cancel the contract and take possession of the object at the lessee's expense.

## 8. Dispute

**8.1** Any possible dispute over the contract shall be settled in a Swedish court of law if the parties cannot reach agreement through arbitration.

**We reserve the right to change prices and conditions.**

**We make reservations for possible printing errors.**



**KRANPUNKTEN**