

TERMS AND CONDITIONS FOR RENT OF MEASURING EQUIPMENT DG10X/PP12X, 2022:1-E

1. PARTIES

These terms of use refer to the renting of property (the "equipment") referred to in the rental agreement that arises when a Lessee ("Customer") receives a unit of the Lessor's ("Supplier's") product "DG10X" or "PP12X" from the Supplier in order to use it for a period. The delivery terms for the Customer have been agreed between the Customer and the Supplier (Redroc AB 559314-5245).

2. RENTAL PERIOD

The rental agreement applies from the date when the equipment is delivered to the Customer or to the carrier for delivery to the Customer and ceases on the day when the equipment is received back by the Supplier. The duration of the rental period, for which a rental fee must be paid, coincides with the validity period of the rental agreement as above (unless otherwise stipulated in the rental agreement).

3. TERMINATION AND EXTENSION

The Customer can end the lease agreement immediately by returning the equipment to the Supplier. In the event the rental agreement is not terminated in accordance with the above, the rental agreement is extended, on otherwise unchanged terms, a day at a time after the end of the rental period or the extension term.

4. INSPECTION OF THE EQUIPMENT, DELIVERY APPROVAL AND CANCELLATION

It is the Customer's responsibility to inspect the equipment upon receipt and immediately notify the Supplier upon finding any defects. In the case that any defects of the equipment are not immediately communicated to the Supplier by the Customer, the delivery will be considered by the Supplier to have been approved by the Customer, and the equipment considered approved. In this case the Customer will waive any rights to make any subsequent complaints to the supplier about defects in the equipment. Upon delivery of the equipment to the Customer, the legal responsibility for the property passes to the Customer but the ownership remains with the Supplier.

5. OWNERSHIP AND RIGHTS OF USE RELATING TO THE EQUIPMENT

Through these terms and conditions the Supplier grants the Customer the right to use the equipment. The equipment is and remains the Supplier's property. The Supplier is granted the right to place a sign, mark or other designation on the equipment that identifies it as the Supplier's property. That designation cannot be removed by the Customer. The Customer cannot: 1) mortgage the equipment, 2) incorporate the equipment into other property, 3) transfer, sell or rent out the equipment, without the Supplier's written permission. Neither can the Customer: 4) upgrade or make changes to the equipment, or 5) use the equipment in violation of the law or of the owner's written permission.

6. RENTAL FEES, CHANGE OF RENTAL FEES AND TAXES

The Customer pays the rental fee monthly in arrears applying the daily rental rate applicable at the beginning of the rental period, as communicated by the Supplier, for the duration of the rental period in accordance with paragraph 2, unless otherwise agreed. For any individual rental agreement, the minimum fee must be at least the equivalent of 10 days' rental. The Supplier may, with immediate effect, change the rental rate when the

Customer and Supplier have agreed on additions, extensions or other changes to the equipment, or if the interest rate changes on the market where Supplier refinances itself or if government legislation or other regulatory action changes the conditions that formed the basis for the original rental calculation.

7. OTHER FEES

The Customer will, in addition to the rental fee, pay to the Supplier any handling fees for payment reminders that arise from the rental agreement. Information about current handling fees are available on request from the Supplier. The Customer shall also pay a transportation fee as per the current rate at the beginning of the contract. The transportation fee is available from the Supplier on request.

8. CARE OF THE EQUIPMENT

The Customer shall take care of and maintain the equipment in accordance with the owner's instructions and recommendations. Adequate care shall be taken to maintain the equipment in the condition in which it was delivered, with the exception of depreciation due to normal wear and tear. Service, maintenance and repair of the equipment can be performed only by the Supplier, or by a company recommended by the Supplier. No changes or modifications can be made to the equipment and only the Supplier's spare parts can be installed, unless written approval has been obtained from the Supplier. The Customer is not entitled to use the equipment without checking that it complies with all statutory and contractual requirements concerning equipment, protective devices, insurance, etc. The Supplier is not responsible for any hindrance in the use of the equipment that may arise as a result of a law or a decision by a competent authority.

9. DELIVERY DELAYS, FAULTS AND DAMAGE

The Customer bears all risk that the equipment may be delivered with defects or is not appropriate for the purposes of the rental. The Supplier does not guarantee the suitability of the equipment for the Customer's needs. If the equipment is used in a manner that causes injury to a third party or damage to property and that is caused by the Customer's use or transportation of the equipment, the Customer is liable for this, regardless of fault. If the equipment is destroyed, lost, or is so damaged that it is no longer usable before the end of the rental period, the Customer is obliged to inform the Supplier of this and the Supplier is entitled to request payment from the Customer to compensate for the loss of the equipment at the full value of 9 980SEK (or the relevant currency equivalent), as well as any payment for outstanding and remaining rental fees and other obligations in accordance with the rental agreement. The Customer will be liable for all obligations according to the rental agreement if the equipment, regardless of cause, is destroyed, lost or rendered unusable for any other reason.

10. INSURANCE

The Customer is responsible for insuring the equipment so that damage to and/or loss of the equipment are covered (so-called All Risk Insurance) to an amount that corresponds to the full value of the equipment as stated in section 9. Furthermore, the Customer shall take out and maintain appropriate liability insurance and, if necessary, special transport insurance in respect of the equipment for damage that may occur during transport. The Customer shall inform the insurance company that the rental object belongs to the Supplier and that the insurance compensation shall be paid to the Supplier. The Customer must, at the Supplier's request, show a valid



insurance certificate and proof that a premium has been paid. In the event of an insurance event, the Customer shall singly bear the repair costs that are not covered by the insurance compensation.

11. OTHER COSTS

In case costs for transport, packaging and similar are not included in the compensation the Customer must pay to the Supplier according to the rental agreement, a separate agreement regarding this will be made with the Supplier.

12. FUTURE NOTICE OF TERMINATION

The Supplier has the right to terminate the rental agreement, wholly or partially, at the time and date the Supplier decides on if: (a) the Customer is overdue with a payment according to the rental agreement for more than ten (10) days or the Customer has paid late more than fifteen (15) days on two or more occasions, (b) the Customer neglects the equipment, takes actions that jeopardize the Supplier's ownership of the equipment or refuses inspection, (c) the Customer in any significant way fails to fulfill the obligations of the rental agreement, (d) the Customer in another way fails to fulfill the obligations of the rental agreement and does not take corrective action within twenty (20) days from the date of the request to do so, (e) the Supplier has good reason to believe that the Customer will not fulfill the obligations of the rental agreement or that the Supplier's ownership or other rights to the equipment is being jeopardized, (f) the Customer has given the landlord incorrect, misleading or incomplete information, (g) the Customer takes any action that suggests that the Customer is ceasing payments, going bankrupt, or undergoing corporate restructuring, or if legal or other proceedings are initiated, or if the company goes bankrupt, is reorganised or the like. In the event that the rental agreement is terminated by the Supplier as above, the Supplier has the right to immediately take back the equipment. Terms for returning the equipment shall be determined by agreement. Upon termination as above, any outstanding rents or other amounts must be paid to the Supplier by the Customer.

13. RESTORATION

If not agreed otherwise, at the end of the rental period the equipment shall, without delay, be returned to the place designated by the Supplier at the Customer's expense. If the Customer fails to return the equipment despite the Supplier's instruction to do so, the Supplier has the right to charge the Customer for the time until the return and to organise the dismantling, packaging, and transport of the equipment at the Customer's expense. The Customer's liability for the equipment does not cease until the Supplier or person that the Supplier appoints has the opportunity to take care of the equipment. If, at the time of the return of the equipment, it is established that it has been subjected to wear and tear of an abnormal amount, the Customer shall compensate the Supplier for the abnormal wear and tear.

14. INTEREST RATE, RECOVERY AND COLLECTION COSTS

In the event of delayed payment of rental fees or other outsdanding amounts, the Customer is responsible for paying interest on the outstanding balance at the rate of 2% per month. The Customer will, upon request, pay fees for the monitoring, collection and enforced collection of debts, either to the Supplier or another debtor appointed by the Supplier.

15. ADDITIONS OR CHANGES

The rental agreement, including these general terms and conditions and the delivery acceptance, forms the entirety of the agreement between the parties concerning

the rental of the leased object. Any additions or changes to the agreement, in order to be valid, must be in writing and signed by the Supplier and the Customer. Any verbal agreements are without effect.

16. TRANSFER

The Supplier is entitled to pledge and transfer his obligations and/or rights under the rental agreement, including the ownership of the equipment. Such pledge or transfer shall not, however, affect the Customer's rights according to the agreement. The Customer does not have the right to transfer or pledge his rights and obligations according to the agreement.

17. INFORMATION OBLIGATION

If a situation of special importance to the terms and conditions of the rental agreement arises, the Customer shall immediately inform the Supplier thereof.

18. NOTICES

The parties shall immediately inform one another in writing if the address of either company and/or the name of either company changes. This also applies to persons representing either party's email adresses.

19. RESPECT OF PERSONAL DATA

The Customer (and the person/persons who signed the rental agreement) agrees by signing the rental agreement that the Supplier will handle information about them and that this information will be transferred to companies that are part of the Supplier's group, such as the Supplier and/or its distributors/representatives/partners. The purpose of the information processing is to administer the rental agreement and to be able to send information to the Customer.

20. WARRANTY

If the equipment does not work when it is delivered to the Customer, the Supplier will, without charge or undue delay, address the problem. The Customer is not required to pay rental fees during the time that the problem is being remedied. The Supplier's obligations do not include flaws or shortcomings which are not relevant to the Customer's use of the equipment or flaws which arose because the Customer acted in violation of the terms of care for the equipment specified in this agreement. The Supplier is responsible only for direct damage caused by the Supplier's negligence. The lessor is not liable in any case for loss of profit, consequential damages, or other indirect damages incurred by the Customer.

21. LIMITATION OF LIABILITY

The Supplier is not liable for damages that arise because of laws, governmental action, war, boycott, lockout or other circumstances outside the Supplier's control. The Supplier is not liable in any case for damages that arise, even if the Supplier is the subject of or takes such action. The Supplier is not required to compensate in other cases for damage that arises, if the Supplier has been reasonably careful. The Customer confirms that the Customer has entered into the rental agreement based on the Customer's own examination of the equipment, his assessment of the terms and conditions of the rental agreement and the legal, tax and accounting consequences that result from the Customer's rental agreement, and that no information from the Supplier or the Supplier's representatives has been relied on in the Customer's assessment of any such consequences.



22. APPLICABLE LAW AND JURSIDICTION

Swedish law shall apply to this agreement. Any disputes arising from or related to this agreement or legal relationships originating from this agreement shall be settled by a Swedish court of law.