Sales- & rental conditions

BRUNSGAARD A/S
– sammen skaber vi løsninger

1. In general

These terms and conditions apply to all agreements on Brunsgaard A/S's sale and rental, unless otherwise agreed in writing. The person requesting services is in these terms and conditions referred to as the renter, and Brunsgaard A/S is referred to as the owner. The current conditions can always be found at www.brunsgaard.as.

2. Terms of reference

For offers and order confirmations, the "General conditions for works and deliveries in construction" of 10th December 1992 (AB 92) with the following additions and deviations apply. When using AB 92, the "contractor" must be understood as the owner and the renter is understood as "the client".

If the delivery time for work and equipment specified in the offer or order confirmation cannot be complied with, due to documented receipt of other orders received before receipt of acceptance, negotiations on a change of delivery time will be started. If this negotiation does not lead to a result, the owner reserves the right to fully or partly withdraw from its offer.

An offer is considered confidential and may not be submitted to a third party without the owner's consent.

2.1. Terms of payment

Payment terms are current month + 15 days, provided that the renter can get and maintain a positive credit rating. In the event of late payment, the renter must, in the addition to the reminder and collection fee, pay default interest of 1,5% per. Commenced month.

Payment always covers the oldest overdue invoice.

2.2. Offers

Offers are valid for 3 months, unless otherwise agreed in writing. Not mentioned services are not included and can be purchased at extra cost.

2.3. Cancellation or change

Changes to a scaffolding or formwork order must be notified with 4 days' notice before agreed delivery. Cancellation of a scaffolding or formwork order must be done with at least 7 days' notice before agreed delivery. If a change or cancellation is notified later, any costs will be further invoiced.

2.4. Prices and payment

Services in addition to the rent are performed on account at the hourly rate applicable at any given time, and services are paid on an ongoing basis after performance, unless otherwise agreed in writing.

All prices are excl. VAT and the applicable environmental contribution at any given time.

All prices are excl. contribution to insurance, cf. section 12 regarding insurance conditions.

2.5. Delivery

All rentals or sales are made from warehouse Herning.

3. Scaffolding

For rental of scaffolding, offers and order confirmations are furthermore given under the following conditions:

- That the surface is even and sustainable.
- That the scaffolding car can park directly on the installation site or other similar measure.
- That the installation site is kept free of other material storage during assembly/de-assembly of scaffolding.
- That the scaffolding can be attached to the facade, co-anchors.
- That the work is carried out within normal working hours. Overtime, as well as work on the weekends and public holidays are invoiced extra. Owner reserves the right to work a 4 day week.

4. Machines

For machines, offers and order confirmations are furthermore given under the following conditions:

- That carriageways, unloading places and installment sites are carried out on a sufficiently sustainable surface that allows the current loads.
- The surface must be even and level.
- That all consumption (including electricity and water, etc.) in connection with operation and assembly tasks is paid by the renter, as well as any weather measures in connection with operation and assembly tasks are paid by the renter.
- Ground pressure is calculated differently from manufacturer to manufacturer and from machine type to machine type, so the validity of ground pressure data cannot be guaranteed by the owner.

5. Formwork

For offers and order confirmations on rental of formwork, the following are not included.

- Element supports, brackets, wooden slats and packaging.
- All consumables unless otherwise stated in writing is agreed.
- Cleaning and repairs are invoiced accordingly hourly consumption.
- In case of damaged equipment, repair is paid for. If the cost of repair exceeds the purchase price, new equipment is paid for according to the current price list.
- Supplementary material will be invoiced in addition to the offer.

6. Technical services

Owner performs static calculations and drawings based on information and material provided by renter.

- The renter is responsible for the owner to be receiving relevant, updated and current drawings, including regulatory requirements as well as descriptions of the basis for static calculations and drawings.
- If there are changes / revisions to the basis for submitted drawings and calculations from the owner, it is the renter's responsibility to immediately announce what influence these changes / revisions have on submitted drawings and calculations from the owner.

- Revisions to drawings due to changes, errors or incomplete information on the part of the renter are invoiced at the current hourly rate for technical services.
- The owner verifies and calculates exclusively on own equipment, unless otherwise agreed in writing.
- It is the renter's responsibility to inspect and check that the correct basis has been used in connection with owner's calculations and drawings.
- It is the renter's responsibility to verify all measurements of handed out drawings before erection installation / assembly begins.

7. Duration of lease

Scaffolding and formwork
For rental of scaffolding and formwork, the rent is calculated per. calendar day - regardless of any weather, strike, lockout, holidays and moving days, etc.

Minimum rental period is 30 days.

Waiting time due to conditions due to renter is invoiced in addition to agreed rent and other costs.

Delivery and collection are invoiced at resp. delivery and pickup.

Machines
For machines, 5 days per work week á 7.5 hours and the daily rental fee is calculated for the entire rental period, regardless of whether the rental is used or not.

If the material is used on Saturdays and / or Sundays and on public holidays, these are considered rental days.

Equipment, rented out without installation
The rental period is calculated from and including the day the equipment leaves the owner's place and runs until and including the day the equipment is received at the owner's place.

Equipment, assembled and dismantled by the owner
The rental begins and ends at the installation site, but first when the equipment has been cleared and cleaned. The rental period is calculated from and including the day that the rented property is made available to the renter in ready-to-work condition, and ends when it has been deregistered to the owner's office with 5 working days' notice.

8. Renter's obligations and responsibilities

The renter is obliged to complain about conditions that should have been discovered on the first day of rental, in case of errors and defects in the rented equipment. Subsequent complaints have no legal effect.

The renter is obliged to handle the rented in accordance with current regulations and safety measures. The leased equipment may only be used for the purposes for which it is intended.

The renter bears all expenses for the assembly, disassembly and operation of the equipment as well as all expenses for fuel, lubrication, electricity and the like.

The renter may not have repairs or alterations made to the rented equipment. Any repairs during the rental period may only be carried out by the owner or a repairer appointed by the owner.

During the rental period, the renter is obliged to carry out security checks and operational daily maintenance of the rented equipment. In addition, the renter is responsible for ensuring that the rented equipment complies with the necessary services.

The owner's staff must at all times have unhindered access - but not duty to inspect the leased equipment.

Lending or subletting to third parties may not take place without the owner's written consent. Likewise, the rented equipment may not be moved to a workplace other than what is stated on the rental slip, without the owner's written consent. Under no circumstances may the renter - without the owner's written consent - have the equipment carried out of Denmark.

The renter is obliged to hand over the rented property at the end of the tenancy in cleaned and same condition as at the receipt, ie without damage, defects and / or defects.

During the rental period, the renter bears, to the owner, the risk and responsibility for damage to the rented equipment fully and completely, also including accidental damage or destruction of the rented equipment, just as the renter is liable for lost equipment.

If the renter himself picks up and delivers the rented equipment from the owner, the renter has full responsibility during both unloading and loading as well as during transport. The renter also bears the risk of damage on access roads, surface coatings, underground installations and the like, which is due to the fact that the conditions for the offer have not been fulfilled, when such damage cannot be classified under product liability.

The renter is obliged to hold the owner indemnified in relation to damages, for which the owner cannot be held liable, cf. the present conditions, to the extent that the owner is held liable to third parties for losses - including legal costs, etc. See pkt. 12 "Insurance conditions" in relation to the renter's obligation to keep the leased equipment insured.

9. Owner's obligations and responsibilities

The owner is obliged to hand over the rented property at the start of the tenancy in clean, operational and statutory condition.

The owner inspects the equipment within a reasonable time after this has been returned to the owner's place.

Should there be damage, defects, and / or lack of cleaning when the renter returns, the renter is obliged to bear the cost of repairing it.

The owner cannot be held liable for losses incurred as a result of Force Majeure.

The owner's liability is in all aspects limited in amount to the agreed rent during the agreed rental period for the delivered. Regardless of the size of the rent during the agreed rental period, the owner's total liability is always maximized in amount to DKK 50.000,00.

Notwithstanding the provisions of this section, the regulation under the section "Product liability" applies to the owner's product liability.

10. Product liability

The owner bears product liability for damage to person or property in accordance with the general rules on product liability in force at any time.

However, the owner cannot be held liable for indirect losses, such as lost profits, operating losses, consequential losses, losses suffered by third parties or the like who suffer as a result of damage to property.

The owner's product liability for damage to property is limited in amount to DKK 15 millions.

11. Specifically about the use and installment of scaffolding

The scaffolding is only intended for use for the purposes stated in the offer and on the commissioning sign.

Scaffolding fit by the owner may only be used when the scaffolding has been declared ready for use by the owner.

It is not allowed for the renter to change or rebuild the fitted scaffolding by the owner, including removing or moving fasteners, brackets, etc. Special attention is drawn to the fact that the use of chemical liquids that may be harmful to the scaffolding equipment is only permitted with owner's written permission.

Easy façade-scaffolding is installed, unless otherwise agreed, with a distance of 2 meters between the scaffolding roofs regardless of window heights, etc., and the width is a maximum of 70 cm. In terms of maximum allowable loads refer to applicable laws and regulations.

During the rental period, the renter is obliged to make a safety inspection of the scaffolding in accordance with the law, including e.g. to supervise, that fastenings and brackets, etc. do not loosen or remove. The statutory inspection must be made by an expert and affixed to the commissioning sign.

When setting up canopies, nets and tarpaulins, the following special conditions apply:

- Repairs or replacement of plastic cover are not included in the price if the wind speed exceeds more than 17 seconds.
- At wind speeds above 17 seconds, there must be an emergency preparedness for extra lashing of canopy and scaffolding. This is not included in the price.
- In case of heavy snowfall and if the roof must be cleared of snow, this is not included in the price.

All repairs, replacements and possibly inspections will be billed according to use.

12. Insurance conditions

In general

The renter is obliged to keep the equipment insured (except formwork and scaffolding) and the insurance is drawn at the owner. The insurance covers damage in the event of fire, theft, vandalism damage and other sudden damage to the rented equipment.

Theft and vandalism and other crime on the leased property must be reported to the owner and police within 24 hours of the incident. Other damage to the rented property must also be notified to the owner within 24 hours of the damage being or should have been discovered.

The insurances below do not cover loss or damage to the insured items due to willful misconduct, crude negligence or other default on the part of the renter, and these are therefore fully covered by the renter.

The insurance never covers damage caused by earthquakes, floods, war, data misuse, the impact of date occurrences and more.

Transport of the leased property, carried out by the renter, the renter's employees, a self-employed haulier or other person for whom the renter is responsible or for whom the renter has contracted for the transport and / or unloading, is not covered by insurance coverage.

Equipment must not be used for sandblasting and spray painting and damage that occurs in connection with this is not covered by insurance.

The insurances do not cover any kind of operating loss, loss of time, loss of profit, or other indirect loss.

12.1. Scaffolding

To ensure the insurance coverage for damage to the rented property, except for scaffolding, an all-risk insurance has drawn by the owner.

In addition to the contract price, the renter pays an insurance premium of 5% of the contract price excl. VAT. In the event of damage, a deductible of up to 10.000 DKK is calculated pr. damage. The renter pays compensation to the owner for damages not covered by insurance.

According to the insurance companies' practice, damage to real estate (windows, signs and other fixed accessories, etc.) is covered primarily by the property's

insurance and secondarily by the owner's liability insurance. Regardless of whether the owner may be liable for damage to real property, the damage must therefore always - by the injured party - be reported to the property's insurance.

12.2. Machines

To cover rented machines without service, the owner has drawn insurance, which covers hull damage and also includes statutory engine liability insurance. Renter pays insurance premium with a percentage of the price of the rented. In the event of damage, a deductible of up to DKK 25.000 pr. damage is calculated.

The renter pays compensation to the owner for damages not covered by insurance.

12.3. Formwork

No formwork insurance has been taken out and no insurance contribution is charged.

The renter always bears the risk of what is rented.

13. Delay

The owner is entitled to an extension of time limit when it follows from AB 92, § 24, and when:

- Precipitation, low temperature, wind or other weather prevents or delays work regardless of whether the weather is unusual for the season.
- The work is stopped or slowed down by public orders or prohibitions from the Danish Working Environment Authority, which do not clearly and explicitly follow from legislation, authority instructions, regulations or corresponding generally applicable guidelines.

In the event of a claim from the renter in the event of the owner's liability-incurring delay - cf. AB 92, section 25, subsection 1 - the owner pays a daily fine of 1 o/oo per. working day of the daily rent.

In the case of agreements on daily rent, the calculation basis is the total rent excl. VAT for the rental period required by the offer. If a fine cannot be determined in accordance with the above guidelines, the owner pays compensation in accordance with the general rules of Danish law, however, a maximum amount corresponding to rent for the time the delay lasts.

14. Breach

In case of breach of the leased or other violation of these rental conditions by the renter side, as well as non-payment, the owner can, with reasonable notice, take down and take home the rented property at the renter's expense. The renter compensates the owner's loss in accordance with Danish law.

15. Safety

The owner only provides security if a written request to this effect is made separately, and if the renter also provides security to the owner.

In this case, the owner's security ceases 10 working days after the end of the rental period, unless the renter has previously submitted a written claim in connection with the contractual relation.

The renter pays the costs associated with the provision of security separately when a demand for security has been made after the offer has been submitted.

16. Retention of title

Upon sale, the property of the delivered remains to the owner until payment is made in full. Any cost of enforcing the retention of title is borne by the buyer.

17. Choice of law and venue

The tenancy is subject to Danish law, and the venue has been agreed to the Court in Herning.