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# General terms and conditions: rentals and sales 1.5

1. **Application.** The general terms and conditions in this document apply when Ramudden rents to the client items such as closed road signs, safety barriers, signage, traffic signals, speed bumps, or other rental objects. This general terms and conditions document forms an integral part of the contract. To be valid, deviations from these general terms and conditions must be agreed in writing.

2. **Definitions**. These terms in bold and their meanings apply in this document:

Contract refers to the agreement between Ramudden and the client for the letting of one or more rental objects (regardless of whether the agreement is in written, oral, or other form).

Rental object refers to the object that Ramudden shall rent to the client pursuant to the contract (road closure items, safety barriers, signage, traffic signals, speed bumps, or other movable property) that Ramudden shall rent to the client pursuant to this contract.

Client refers to the party with whom Ramudden entered the contract.

Ramudden refers to Ramudden Sverige AB, corporate ID 556674-6730, or other company within the Ramudden Group specified as a party to the contract.

3. **Interpretation.** References to the contract also include these general terms and conditions. If the contract covers several separate services, then references to service (see above) is to be interpreted as references to each separate service in the contract, unless otherwise stated.

4. **Usage rights**. Through the contract, the client is given a limited right to use the rental object during the rental period pursuant to the terms of the contract. The rental object is, and remains, Ramudden's property (or its subcontractor's property) during the rental period. Nothing in the contract implies (or shall be construed to imply) that client acquires ownership of the rental object.

5. **Limitations.** The client may not use the rental object in contravention of the contract, applicable law, authority decisions, or in ways that risk affecting Ramudden's ownership rights. In addition, the client may not:

(a) re-label or in other ways change identification of the rental object, written instructions, or the like;

(b) insert or fasten the rental object onto permanent or movable property other than property of Ramudden; or

(c) pawn, assign, rent, or in any other way grant rights to the rental object to a third party.

6. **Pickup**. The client must pick up the rental object at the agreed depot. If the parties agreed that Ramudden shall arrange for transport, then the rental object shall instead be delivered to the agreed-upon site. Ramudden is not obliged to obtain delivery receipts or check the receivers' authorization. The client is always responsible for loading and unloading the rental object.

7. **Rental period.** The rental period starts on the day when Ramudden makes the rental object available for pickup from Ramudden's depot. If Ramudden takes care of the transport of the rental object, then the rental period begins the day Ramudden delivers the rental object to the agreed-upon site.

The rental period runs for the period specified in the contract. If the client does not return the rental object to Ramudden at the end of a specified rental period, then the client shall always pay rent for the rental object until the rental object has been returned to Ramudden pursuant to paragraph 19.

If no fixed rental period is specified in the contract, then the rental period runs until the client returns the rental object as per item 19

8. **Delay**. If a special delivery time was contracted for the rental object, and Ramudden do not deliver the rental object within that period, then the client is entitled to compensation of 25% of the applicable daily rent for the rental object for each day of delay. The total delay penalty, however, shall not exceed SEK 10,000 for all rental objects included on the same delivery occasion. Ramudden is not responsible for delay beyond what is stated in this paragraph.

9. **Receipt control**. As soon as possible after receiving the rental object and always before the rental object is put into operation, the client must perform necessary inspections and carefully examine the rental object.

10. **Error claims**. As soon as possible after receipt, and no later than five days after the rental object has become available to the client, the client must submit a complaint to Ramudden, if errors exist in the rental object or related operating instructions. If the client does not submit a complaint as per the aforementioned then the rental object shall be deemed to have been received in satisfactory condition.

11. **User/operating instructions.**

(a) In connection with pickup and delivery of the rental object, the client must ensure that it has received sufficient instructions for the rental object's operation and maintenance. If the rental object is subject to special operating instructions, then the client shall ensure that only authorized, qualified staff use the rental object.

(b) The client shall use the rental object (i) as per the accompanying instructions and (ii) only for work tasks and under working conditions for which it is typically intended.

(c) The client shall store the rental object in such a way that it is not exposed to damage, unlawful use, or theft. If the rental object is stored in a parking space, in a warehouse, or secluded area, then the client shall ensure that the storage location complies with protection class 1 pursuant to the SSF

200 standard: burglary protection for buildings and premises as a minimum.

(d) At the request of Ramudden, the client shall notify Ramudden of the location where the rental object is kept and where it is used and ensure that Ramudden has unrestricted access to that site.

(e) The client shall take appropriate measures regarding monitoring and care of the rental object. Besides paying for fuel and lubricants, the client shall also arrange and pay for replacement of consumables and parts subjected to normal wear and tear.

(f) Without special permission from Ramudden, the client may not: (i) upgrade, repair (other than monitoring and care as per paragraph 11e) or otherwise interfere with the rental object or software in the rental object or (ii) move the rental object to another site than agreed, or (iii) allow anyone else but the client use the rental object.

12. **Inspections**. Ramudden is responsible for mandatory inspections of the rental object, whereby the client must participate as needed. After notification, Ramudden may carry out mandatory inspections of the rental object at the workplace during normal working hours.

13. **Measures after theft.** If the rental object is stolen during the rental period, the client must immediately report the incident and inform Ramudden. Until Ramudden has received the police report, the agreed-upon rent is charged for the rental object.

14. **Legal actions.** If legal action is taken regarding the rental object (e.g., liens and impounds) or if the client is declared bankrupt or becomes the subject of another enforcement action, then the client shall:

(a) Present its copy of the contract to the Swedish Enforcement Authority or the bankruptcy administrator and inform the Authority or the administrator of Ramudden's ownership rights to the rental object.

(b) Immediately notify Ramudden about (i) actions taken by the Swedish Enforcement Authority, or (ii) a bankruptcy decision.

15. **Defective rental object**. The rental object must have properties as stated in the contract. If the rental object does not work as per the contract, and the defect does not depend on damage for which the client is responsible, then Ramudden shall correct the defect without undue delay after the client issues a complaint. The client does not have to pay rent during the reparation period. Ramudden is not responsible for defects in the rental object beyond what is stated in this paragraph.

16. **Damages to rental objects**. During the rental period, the client is responsible for loss of the rental object and for any damages that do not constitute normal wear and tear (regardless of who causes the damage). The client must report any damage to Ramudden, and Ramudden then decides how the rented object will be repaired. If the rental object is lost or damaged so that it cannot be repaired, then the client shall compensate Ramudden for the object's replacement cost and any other costs, e.g., transportation cost and destruction of the rental object.

17. **Other property damage**. During the rental period, the client is liable for damage that the rental object causes on the client's property or third-parties' property. The client shall indemnify Ramudden for any third-party claims arising from damage to a person or property caused by the rental object during the rental period.

18. **Communication about potential damage**. The client must inform Ramudden about all accidents, incidents, and other outcomes that occurred and which might affect the rental object's quality or function – irrespective of whether or not the client considers that the rental object was damaged during the incident.

19. **Return.** The client must return the rental object to the agreed-upon depot. If the parties agreed that Ramudden will arrange for transport, then the rental object shall instead be returned to the agreed-upon site. The client is always responsible for loading and unloading the rental object. The rental object shall be considered returned when Ramudden issues a return receipt. Upon return, the rental object must be well cleaned and in good condition (accounting for normal wear and tear). Otherwise, Ramudden is entitled to do the necessary cleaning and repair at the client's expense. If the rental object was specially adapted to the client's requirements, then Ramudden may restore the rental object to standard operation at the client's expense.

20. **Insurance.**

(a) The client must, at its own expense, insure the rental object insured during the rental period with all-risk insurance. The insurance amount must at least correspond to Ramudden's replacement cost for the rental object.

(b) Ramudden shall pay for traffic insurance (if such insurance is required by law) to enable the client to use the rental object during the rental period.

(c) During the rental period, unless otherwise stated in the contract, each party shall have liability insurance that covers the party's liability under the contract.

21. **Rental.** At any given time, the price/fee for each rental object is available in Ramudden's price list. Accessories for rental objects are charged separately. Sanitizing, cleaning, fuel, and transports of rental objects are charged separately.

22. **Rental calculation.**

(a) When applying daily rent, then the rental amount is the compensation that the client must pay to Ramudden per calendar day. Part of a day is charged as a full calendar day.

(b) When applying monthly rent, the rental amount is the compensation that the client must pay to Ramudden per calendar month.

(c) For all types of rentals, rent is also charged during holiday periods and similar days.

23. Invoicing and payment. Ramudden is entitled to in-voice the client every two weeks. The client must pay Ramudden's invoices no later than 30 days from the invoice date. If late payment occurs, then Ramudden is entitled to (i) interest on late payment of reference rate +10% per annum; (ii) compensation for the issued payment reminder; and (iii) a late-payment fee consisting of a legislated amount (currently SEK 60). Ramudden may also discontinue execution of its obligations under the contract until full payment is received.

24. **Value-added tax (VAT).** All contracted rent, prices, fees, and other remuneration are exclusive of VAT.

25. **Security**. At Ramudden's request, the client shall provide a security deposit for the rental object in an amount that corresponds to replacement cost.

26. **Force majeure**. The parties are exempt from penalty for any failure or delay in execution of their obligations arising from (or caused by) unforeseen circumstances or forces beyond their control, including extreme weather conditions: fires, droughts, flooding, extreme temperatures; civil or military disturbances: terrorism, requisition, embargo, riots; currency restrictions; scarcity of raw materials and resources; general scarcity and energy supply restrictions; strikes, work/transport stoppages; interruptions, loss, or malfunctions of utilities and telecommunications and IT (software and hardware) services.

If a party wishes to claim exemption, then the party shall immediately notify the other party when the force majeure commenced and when it is expected to cease. If the party fails to provide such notice, then the party forfeits the right to claim the circumstance as grounds for exemption.

Execution time for the relevant obligation shall be extended by the same number of days as the force majeure was ongoing. Regardless of what otherwise applies under the contract, either party may terminate the contract by submitting written notice to the other party if execution of the contract is postponed by more than 6 months due to a force majeure.

27. **Liability limitations.**

(a) Ramudden is only responsible for direct damage that arises due to Ramudden's negligence. Ramudden is not responsible for indirect damage such as delivery delays, downtime, outages, production loss, usage lost, data/information loss, contract loss, profit loss, or other consequential financial loss.
(b) Ramudden's total liability under the contract shall not exceed the lower of (i) the total amount paid by the client to Ramudden during the contract at the time of the loss, and (ii) SEK 2,000,000.
(c) The client is not entitled to impose other sanctions on Ramudden's breach of contract than those expressly stated in the contract.

28. Early cancelation. Ramudden may cancel the contract (effective immediately) if the client:

(a) violates the contract or applicable law and does not resolve the situation (if resolution is possible) within 10 days from Ramudden's written request for correction, or
(b) does not pay within the specified time, suspends its payments, commences negotiations for settlement with its creditors, files bankruptcy, submits an application for corporate reconstruction or financial settlement or similar, closes its business, liquidates, or if Ramudden for other reasons decides that there is a risk that the client will not fulfil its obligations under this contract.

29. **Reclamation**. If Ramudden terminates the contract as per stipulations in paragraph 28 or other contract provisions, then Ramudden may immediately reclaim the rental object at the client's expense.

30. **Remaining provisions.** Contract provisions (by nature or specifically stated in the contract), which are intended to continue after contract expiration shall do so, including (but not limited to) paragraphs 17, 29, and 31 in this general terms and conditions document.

31. **Applicable law and dispute settlement.** Swedish law shall apply to the contract. Disputes arising from this contract, where the parties do not agree in writing on arbitration, shall be arbitrated in proceedings administered by the Stockholm Chamber of Commerce's Arbitration Institute (SCC). Rules for simplified arbitration shall be applied unless the SCC decides that standard arbitration rules shall apply (after accounting for the severity of the case, the value of the dispute object, or other circumstances). In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators. The seat of the arbitration proceedings shall be Stockholm. The language of the proceedings shall be Swedish.

Arbitration proceedings that were invoked with reference to this arbitration clause shall be subject to confidentiality. Confidentiality covers all information revealed during the hearing and the decision or arbitration that is announced in connection therewith. Information covered by confidentiality may not be passed on to third parties without prior written consent from the other party. But a party shall not be prevented from forwarding such information to best exercise its right against the other party due to the dispute, or if a party is obliged to provide such information pursuant to the laws, regulations, authority decisions, stock exchange contracts or the like.

Regardless of what is stated in paragraph 31, Ramudden has the right at any time to bring an action before any court of law for reclamation of the rental object.