

GENERAL RENTAL TERMS FOR HALLS AND WEATHER SHELTERS, [AVH-06]

NSS International (Secondary name of Hallbyggarna-Jonsereds AB, hereinafter referred to as the *Lessor*)

1. **Delivery**
Freight from the *Lessor's* store, installation, operation and maintenance costs will be born by the *Lessee*. Costs of disassembly and return freight to the *Lessor's* store shall be paid by the *Lessee*.
2. **Inspection, claims**
The *Lessee* shall inspect the *Rented Property* immediately after delivery, at their own expense. It is the responsibility of the *Lessee* to take the requisite measures, at their own expense, to be able to receive the *Rented Property* when the *Lessor* makes it available to the *Lessee*.
3. **Rental charge**
Rent for the *Rented Property* shall be paid as stipulated in the contract. The rental charge and other remuneration which the *Lessee* pays to the *Lessor* is subject to Value added tax. The *Lessee* does not have the right to retain any part of the rental fee by offsetting or by refusing to pay in other ways, because of demands for financial compensation from the *Lessor*,
4. **Rental period etc.**
The rental period is stipulated in the rental contract.
5. **Payment of rent**
Rent shall be paid when invoiced, unless otherwise specified. Payment terms are 30 days net from the date of the invoice.

If there is any delay in payment of rent or other compensation, penalty interest is payable as from the due date, in accordance with the Interest Payment Act. In addition to penalty interest, particular fees which are applied by the *Lessor*, such as payment reminders and debt collection costs are payable.
6. **Care and maintenance of the *Rented Property* etc.**
The *Lessee* shall conscientiously look after and care for the *Rented Property*, in accordance with the written instructions provided by the *Lessor*, and shall protect it from damage. Modifications to, or repairs of the *Rented Property* must only be done by the *Lessor*, in accordance with their instructions.

On return, the *Rented Property* shall be essentially in the same condition as when delivered – when consideration has been given to normal wear and tear, and to normal soiling during the rental period. The cost of any reduction in value or damage which is not attributable to normal wear

and tear, shall be specially debited after the end of the rental period.

The *Lessee* is solely responsible for loss of or damage to the *Rented Property* – irrespective of whether due to cause or accident – during the rental period. If the *Rented Property* is fully or partly lost or damaged, the *Lessee* shall immediately inform the *Lessor* about this. Even if the *Rented Property* is fully or partly lost or destroyed or if the *Lessee* cannot use the *Rented Property* for other reasons, the *Lessee* is responsible for fulfilling their obligations in accordance with the rental contract. The same applies if the *Rented Property* becomes unusable before the end of the rental period, due to wear or neglect.

The *Lessor* has the right to inspect the *Rented Property* at any time during the rental period. The *Lessor* is not responsible for damage if the *Lessee* carries out assembly themselves and has not followed the *Lessor's* assembly instructions.

7. **Insurance**
When a rental contract is signed, the *Lessor* offers the *Lessee* the opportunity of using Hallbyggarna-Jonsered's all risk insurance policy. (Please refer to the Insurance appendix). This insurance can only be obtained if the *Lessee* has a foreman on site during setup. If the *Lessee* chooses to decline the offer of accepting Hallbyggarna-Jonsered's all risk insurance policy, the *Lessee* is responsible for obtaining insurance themselves and for enclosing a copy of the policy together with a signed order confirmation, before delivery takes place.

The *Lessee* shall ensure that the *Rented Property* is insured for a sum equal to the replacement price during the entire rental period, whereby the beneficiary is specified as being the *Lessor*. The *Lessee* shall send a copy of the insurance policy to the *Lessor* when requested. All right to compensation from the insurance company or other compensation that might accrue to the *Lessee*, due to damage to the *Rented Property*, shall be transferred to the *Lessor*. The *Lessee* shall indemnify the *Lessor* for any excess.
8. **Damage**
The *Lessee* is responsible for bearing the cost of any repairs required to the *Rented Property*. During the time that the *Rented Property* is damaged or being repaired, full rent shall be payable, but when the repair has been completed, the *Lessor* shall utilise any insurance benefit paid. If the *Rented Property* is completely destroyed or damaged, the *Lessee* shall continue to pay rental fees to the *Lessor* until such time as the *Lessor* has received the benefit from the insurance company. If this benefit from the insurance company does not fully indemnify the *Lessor*, the *Lessee* must compensate the *Lessor* for the difference between the value of any unpaid rental

fees, together with any unpaid but due rental fees, penalty interest and costs discounted to current value at the time that the insurance company pays the benefit, on the one hand, and the benefit received from the insurance company on the other hand. When the *Lessor* has received full payment in accordance with this point, the rental contract shall cease to be valid.

Discounting to current value shall be done with the discounting factor on which the rental contract is based. In cases such as have now been noted, if no insurance benefit is payable, the rental contract shall cease to be valid and the *Lessee* is liable to pay an amount equal to the discounted current value of the remaining, unpaid rental fees in accordance with the above-mentioned principles.

The *Lessor* is not responsible in any respect, for direct or indirect damage or losses suffered by the *Lessee* or any third party due to use of or damage to the *Rented Property*. The *Lessor* shall also be absolved from responsibility for costs or losses due to circumstances outside the control of the *Lessor*. The *Lessee* is not entitled to compensation for non-existent or delayed rental.

9. Cancellation

The *Lessor* has the right to give notice of cancellation of the rental contact with immediate effect and to reclaim the *Rented Property* in the following cases:

- a) If the rent is unpaid 12 days after the due date,
- b) The *Lessee* is careless with the *Rented Property*, uses the *Rented Property* in a way that the *Lessor* estimates will entail a risk of damage or abnormal wear and tear, or refuses the *Lessor* access to carry out an inspection,
- c) The *Lessor* suspends its payments, is declared bankrupt, initiates a composition scheme or can be assumed by other means to be insolvent.
- d) The *Lessor* neglects the terms and conditions of the rental contract.

The *Lessor* is entitled to cancel the contract if rental is delayed, which is not due to their own actions or lack thereof.

10. Reclaim

All costs associated with a possible reclaim of the *Rented Property* shall be paid by the *Lessee*. In addition, the *Lessee* shall compensate the *Lessor* for the damage sustained by the *Lessee's* breach of contract and the premature cancellation of the rental contract.

If it is found during reclaiming that the *Rented Property* has not been maintained in accordance with this contract, or it must be repaired for other reasons, the *Lessee* shall bear the costs thereof. During the period that repairs are in progress, the *Lessee* shall pay rent.

11. Sub-letting/seizure

The *Lessee* does not have the right to lend, pledge or lease the *Rented Property* to any third party or to transfer this contract. If seizure or other executive measure may be considered as regards the *Rented Property*, the *Lessee* shall immediately inform the *Owner* about this and prevent seizure by showing the rental contract.

12. Transfer/pledging

The *Lessor* is entitled to transfer or pledge the rights conferred by this contract, without the permission of the *Lessee*.

13. Contracted works

When contracted works are carried out, the stipulations of AB 04, chapter 5 shall apply.

14. Official permits

The *Lessee* is responsible for obtaining the requisite permits from public authorities (such as building notification/planning permission).

15. Disputes

Swedish law is applicable to this contract. Disputes related to this contract shall be settled in a Swedish court in accordance with Swedish law.