# PRO-trans A/S



## Rental terms and conditions

The general rental and insurance conditions below apply from 23-11-2023 and replaces all previous editions. The latest version can be found on our website: <a href="https://www.protrans.dk/betingelser-salg-og-leje/">https://www.protrans.dk/betingelser-salg-og-leje/</a>. The online version always takes precedence over all other versions.

### General terms and conditions:

The following general terms and conditions apply unless otherwise agreed. In the following PRO-trans A/S is called the lessor and the customer is called the lessee. The lessor reserves the right to change the agreed rental and insurance conditions as well as rental prices without any prior notice. Reservation for typing errors and price changes.

#### Lease duration:

The lease period begins when the equipment leaves the lessor's premises and ends when the equipment is returned. Daily rental fees are charged for the entire period, whether the equipment is used or not.

There's a minimum lease period of one month for shipping containers, office/sanitary containers and pavilions. Minimum rental period is 1 month and has a termination notice period of 14 days. Delivery times are approximations and subject to delay and/or changes.

## Prices, transport and offers:

Prices are quoted ex-depot and do not include VAT, insurance, taxes, fees, setup, takedown, or transport costs. The lessee is responsible for setting up foundations and connecting utilities unless otherwise agreed. Prices are subject to change without prior notice. The lease does not include the cost of water, electricity, or other consumables. Purchased goods are invoiced at current daily prices. Only the lessor may arrange transportation of equipment. After the material has returned at our depot, an inspection takes place, and the lessee pays any damage resulting from nuisance, incorrect treatment and/or necessary cleaning. The lessee may not rent equipment to third parties without written approval from the lessor.

## Payment terms:

Failure to make timely payments may result in the lessor withholding further deliveries, regardless of whether the deliveries are interrelated. The lessor reserves the right to collect the leased equipment in case of payment default.

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## Responsibility and liability:

The lessee should inspect the equipment upon receipt and report (in written form) any defects or issues promptly. Smoking in the leased equipment is prohibited, and any violations may result in additional cleaning charges. The equipment must be returned in proper condition. The lessee assumes all risks associated with using the equipment. The lessee cannot seek compensation for equipment deficiencies or deviations from expectations. Repairs or alterations to the equipment require the lessor's approval. The equipment remains the lessor's property and can be inspected at any time. In case of lessee default, the lessor has the right to collect the leased equipment, and the lessee is responsible for transport costs. The equipment may not be moved without notice to the lessor and no subletting or lending may be made to anyone else without written agreement with the lessor. In the event of abuse of the equipment being found, the lessor shall be entitled without notice to disassemble and transport the equipment at the lessee's expense.

#### Insurance:

The lessee is responsible for insuring the equipment while it's in their possession. The lessee bears the risk and responsibility for any damage not covered by insurance. Incidents like vandalism, theft, or other crimes must be reported to the police and the lessor within 48 hours.

### Choice of law and venue:

In case of disputes not resolved amicably, the Sø- og Handelsretten in København is designated as the legal jurisdiction, and Danish law applies.

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