

SKAKS A/S – GENERAL TERMS AND CONDITIONS

General terms

1.1 The party ordering service shall hereinafter be referred to as the “Customer” and the party providing the ordered service(s) shall hereinafter be referred to as the “Supplier”.

1.2 The present Terms and Conditions shall apply to all agreements on rental and services provided by the Supplier and received by the Customer. Furthermore, the Supplier’s most recent pricelist shall apply, as well as quotations agreed in writing and order confirmations received by the Customer.

1.2.1 The aforementioned documents shall apply respectively.

1.3 The Customer’s own conditions, hereunder but not limited to: general terms and conditions of sale, rental conditions etc., do under no circumstances apply to the Supplier provision of services.

1.4 Deviations under this Clause 1 shall only apply if it is agreed in writing between the parties.

2. The Supplier’s services and settlement hereof

2.1 The Supplier’s services can be charged separately for equipment and wages in accordance with the Supplier’s most recent price lists or quotation and may comprise the following:

2.1.1 Supply of crane services, trucks and lorries, aerial work platforms (AWP’s) and other equipment;

2.1.2 Rental of unsupervised equipment, hereto but not limited to: steel plates, wooden mats or otherwise;

2.1.3 Transport of equipment – mobilization/demobilization of equipment;

2.1.4 Rigging and dismantling;

2.1.5 Repairs and cleaning;

2.1.6 Handling jobs, transports, storage rent and storage.

2.1.7 Technical advice;

2.1.8 Otherwise, according to written agreement;

2.1.9 Additional insurance.

3. The Customer’s obligations

General terms

3.1 The following terms are applicable for any rent of equipment, hereunder but not limited to; cranes, trucks and lorries, AWP’s, machinery moving, storage and overland transport.

3.2 The Customer is responsible for rented equipment in the period of rental, and is at all times liable for any damages, hereunder; any personal and/or material damages, the Customer accidentally, by negligence and/or wilful misconduct, may cause to the rented equipment, himself, a third party and/or the Supplier.

3.3 Furthermore, the Customer is obligated to ensure that the rented equipment is secured and locked up when not in use.

3.3.1 The Customer is not liable in such case the applied damage is caused by the Suppliers intentional faults and deficiencies.

3.3.2 The Customer is liable for any accidental destructions of the rented equipment, as well as destruction caused by the Customer’s negligence, and/or wilful misconduct.

3.4 The Customer is obligated to ensure that the Supplier - at any time - has free access to the place where the services are being performed (hereinafter referred to as the “site”). The Customer is obligated to construct and maintain the site roads and ensure adequate bearing capacity for any use of Supplier’s equipment

3.5 The Customer is responsible and liable for any damages to site roads and work areas incl.:

3.5.1 access roads

3.5.2 surface dressing

3.5.3 subsurface installations (ground conditions)

3.5.4 installations etc.

3.6 The Customer shall obtain necessary permits and authority approval(s) at his own expense for the execution of Supplier’s services.

3.6.1 Waiting time resulting from deficiencies in the above mentioned, shall be charged to the Customer.

3.7 The Customer is obligated to provide the Supplier with fully detailed information about the goods that are to be lifted, transported or handled. The Customer is furthermore obligated to inform the Supplier about all relevant facts and necessary technical information, such as lifting instructions and more, necessary for the execution of the services.

3.8 The Customer must under no circumstances, directly or indirectly, use the equipment aside of its prescribed capacity and area of application. In connection with the performance of services in which the Customer - or his employees – participate, the Customer shall be responsible for such services being performed in accordance with the provisions of the Danish Working Environment Act. Working environment legislation

3.9 The Customer is obligated to, in accordance with Danish Working Environment Act, provide the Supplier’s crew with welfare measures when being at the working-area.

3.9.1 If the Customer does not comply with above, the Supplier reserves the right to charge the Customer for expenses incurred for portable cabins, penalties and fines but not limited hereto.

Special terms for equipment without operator

3.10 The Customer, or a representative of the Customer, shall be present at the site upon the arrival of the equipment.

3.11 The Customer shall not use the equipment before the Supplier has permitted the Customer its use.

3.11.1 The equipment shall only be used for the purpose (agreed upon) and with the load that are stipulated in the order confirmation/operating instructions.

3.11.2 The Customer shall not change or re-configure the equipment mounted by the Supplier, including removing or relocating fastenings etc.

3.12 The Customer is obligated to ensure that;

3.12.1 the rented equipment is being used in accordance with existing regulations and legislation,

3.12.2 applications for registration are submitted to public authorities and supervisory bodies,

3.12.3 all necessary licenses and permits are obtained,

3.12.4 the equipment is only operated by certified personnel,

3.12.5 the operating instructions and loading instructions are complied with, and

3.12.6 the equipment is not misused in any way,

3.12.7 the Customer is responsible for keeping the equipment clean, during the period of rental.

3.13 Repairs to the Supplier’s equipment shall only be carried out by the Supplier, or a repairman designated by the Supplier, and only in accordance upon written agreement.

3.13.1 The Supplier shall not be liable for repairs which the Customer has carried out during the period of rental, regardless of the above.

3.14 The Supplier’s personnel shall at any time have free access to inspect the equipment.

3.15 The Customer is obligated to return the rented equipment in the same condition (incl. cleaning and removal) as the equipment was in when it was received by the Customer - except for normal wear and tear.

3.15.1 Any subsequent cleaning, overhaul, repair and rent, for the time used, shall be charged to the Customer.

3.16 Rental, lending or any other transfer to a third party or relocation of the equipment to another site, must not take place without the Supplier’s prior written approval.

3.17 The following is applicable for steel plates: from delivery and to the return date agreed in writing, the Customer undertakes any risks for personal injuries and/or damages on properties inflicted by the steel plates. The Customer shall ensure that the steel plates - under all circumstances - are laying properly and without being able to inflict injuries and/or damages.

3.17.1 Upon return of the steel plates, the Customer is obligated to stack the steel plates prior collection by the Supplier.

3.17.2 If the steel plates are not stacked and ready to be collected at the agreed time, the Customer will be charged for additional time consumption.

4. The Supplier's liability

4.1 Cranes

Goods hooked on by the Supplier

4.1.1 The following clauses 4.1.2 – 4.1.3.2, are only applicable if the Supplier is responsible for the hook of the subject.

4.1.2 The subjects, that are to be hooked by the Supplier, are covered by the Suppliers lifting and handling insurance, which only covers services performed onshore. The Supplier is only liable for DKK 1.000.000 per assignment/lifting subject and only if the damage is due to the Supplier's default.

4.1.2.1 The Supplier is not responsible for any hooked subjects if subjects are being lifted together with cranes not provided by the Supplier.

4.1.3 The Customer is obligated to take out supplementary lifting insurance for lifting subjects worth more than DKK 1.000.000,- The Customer is to take out the insurance through the Supplier, so that any damages or injuries, which are due to the Suppliers intentional faults or deficiencies, are covered.

4.1.3.1 Excepted aforementioned, the lifting insurance is a precondition to establish the Supplier's liability.

4.1.3.2 In addition, the supplementary lifting insurance the Customer has taken out shall be stated in the Suppliers order-confirmation, and that the subject's value and the size of the insurance premium are specified in the order-confirmation as well.

Goods hooked on by the Customer or a third party

4.1.4 The following clauses 4.1.5 – 4.1.5.1, are only applicable if the Customer or a third party, are responsible for hooking the subject.

4.1.5 The Customer is liable for damages on the subjects hooked on the crane(s), damages on third parties and/or damages on properties incl. equipment.

4.1.5.1 The Supplier is under no circumstance liable for damages caused by Customers or third party's hooking of subject.

4.2 AWP's

4.2.1 To cover the equipment rented, the Supplier has taken out an insurance that covers the equipment during the period of rental.

4.2.1.1 In order to cover the Supplier's expenses for taking out the insurance, the Customer will be added an amount equivalent to 6% of the gross list price for the rental equipment. The add-on of 6% are calculated pr. calendar day and will be added to the invoice.

4.2.2 The lifting insurance's deductible is DKK 25.000, - per damage, and the Customer is obligated to pay for the deductible when using the lifting insurance.

4.2.2.1 Damages that occur because of gross negligence, wilful misconduct, or other breaches caused by the Customer, are not covered by the lifting insurance, and the Customer is obligated to pay for such damages in total.

4.3 Handling

4.3.1 Machinery and equipment shall at all times be:

4.3.1.1 transport-proof,

4.3.1.2 prepared for transport,

4.3.1.3 and drained for cutting oil, hydraulic oil, cooling water etc.

4.3.2 All subjects being handled, are covered by the Supplier's lifting insurance until DKK 1.000.000, - per occurrence and if the Supplier is liable for the damage.

4.3.2.1 Excepted aforementioned, are subjects that are handled in cooperation with cranes or other equipment that is not provided by the Supplier.

4.3.3 The Customer is obligated to take out supplementary lifting insurance, when handling/lifting subjects are worth more than DKK 1.000.000, the Customer shall take out an insurance through the Supplier, so that any damages or injuries, which are due to the Supplier's faults or deficiencies, are covered.

4.4 Storage

4.4.1 Any storage of Customer's equipment and/or goods including third party's properties ("Goods") shall be at the expense and risk of the Customer.

4.4.1.1 The Customer is obligated to take out an insurance against fire, theft and water damages.

4.4.2 Furthermore, it is the Customer's responsibility to ensure that stored/delivered Goods is preserved and protected from freezing and ready for storage in unheated warehouses.

4.4.3. The Supplier has a right of retention of Goods that is stored at the Supplier's warehouse as security for any overdue (and not yet overdue) claims. Occasions that activate the Suppliers right of retention, are below mentioned and more occasions.

4.4.3.1 The Customer's bankruptcy, or

4.4.3.2 The Customer's suspensions of payments, or

4.4.3.3 The Customer's non-compliance with the payment terms, or

4.4.3.4 The Customer's financial situation is unstable and the Customer being unable to pay the Supplier when the payments are due, etc.

4.4.4 The Supplier has - at all times - the right to demand that the Customer provides adequate security for payments to the Supplier.

4.4.5 The Supplier has the right to - but is not obligated to - sell the stored Goods for the account of the Customer, 30 days after the Supplier has sent a written notice to the Customer, proclaiming that the right to retain or suspend the Goods, will be used if not the Customer has paid, or provided adequate security for the payment, before the payment deadline.

4.4.5.1 The Customer is still required to pay the Supplier for storage of Goods in the period after the Supplier has sent the Customer a notice, proclaiming that the right to retain or suspend will be used.

4.5 Transport

4.5.1 The Supplier's liability for miscarriage, deterioration or damage, caused on goods that are being transported onshore, are limited to SDR 8,33 per kilogram and total liability cannot exceed Danish Law; cf. the International Carriage of Goods by Road Act.

4.5.1.1 In case the Customer shall require a higher coverage, the Customer shall take out a supplementary transport insurance for own goods and at own expense.

4.5.1.2 Performance of the transport: SKAKS A/S is obliged to ensure that the equipment and transport are handled by staff, who has adequate training to perform the agreed assignments. The drivers must possess the required knowledge of working time rules, securing of cargo, document procedures in cross-border transport, geography and traffic conditions. The entire transport route must be free of various obstructions such as signs, fences, wires etc., and the road surface must be firm to ensure that the entire transport may be performed without hindrance. The costs of removing signs, lights, traffic islands etc. or laying out iron plates are not included in the quote, unless otherwise agreed. Costs related to police escorts and the like are not included. All extra costs will be billed as per account rendered + 10%. The quote is based on the shortest possible route.

In case of obstructions such as roadworks and the like, where significant changes of the route are required, we will submit a revised quote. Unless otherwise provided in the quote, covering of the cargo is not include.

however, we do offer tarpaulin covering at DKK 2,500.00 per transport.

5. Quotations and prices

5.1 All price information, estimates, quotations and orders are exclusive of value added taxes (VAT, etc.) and environmental surcharge.

5.2 All prices are listed in the current price lists.

5.3 These "General terms and conditions for sale and delivery" are applicable for every quotation, estimate or price information provided by the Supplier.

5.4 Any quotation, estimate or price information shall apply for 3 weeks and shall always be subject to intermediate rent and the equipment's availability.

5.4.1 Confirmed orders shall be subject to price increases caused by intervention by public authorities, public orders or collective agreement interferences.

5.4.2 For rent/orders under DKK 500, a handling fee shall be charged in accordance with the price list.

6. The service period and termination of the service

General

6.1 In case the Customer breaches or disregards the "General terms and conditions for sale and delivery", the Supplier is entitled to;

6.1.1 terminate any services without notice,

6.1.2 cancel and/or postpone any order for subsequent performance.

6.2 In the event of the Customer's bankruptcy, the Supplier is entitled to remove and collect the equipment at the Customer's expense.

6.3 The Supplier is entitled - at his own initiative - to remove the rented equipment from the site. All expenses that incur for the removal (including transport) shall be at the Customer's expense.

6.4 Unless otherwise stipulated in a separate agreement, the Supplier is entitled to terminate the agreement (agreement regarding rental of equipment") with 4 weeks written notice.

6.4.1 The Customer's termination of a separate agreement shall be in writing and shall be addressed to the Supplier's representative.

6.5 The period of rental is evident in the agreement, and the Customer cannot expect to be able to rent the services in excess to the agreed rental period.

6.6 Current legislation in Denmark, occasionally prohibits transport of heavy transports, hereunder cranes and truck-mounted AWP's. If curfew, or other statutory restrictions are imposed, delivery and cancellation of equipment will not be possible in the period where the curfew-rules may prohibit transport of heavy transports, hereunder cranes and truck-mounted AWP's. The Supplier is under no circumstances liable in case of delay's due to aforementioned curfew or other statutory restrictions.

7. Invoicing and payment

General

7.1 The Supplier will issue an invoice after the end of the services.

7.1.1 In case of provision of long term services, an invoice will be issued at the end of every week/month.

7.2 Unless otherwise agreed, Supplier's invoice shall be due for payment 14 days upon receiving.

7.2.1 Any delayed or missed payments, are considered a breach of the agreement.

7.2.2. The Supplier shall charge a late payment interest at 2% per month until the payment has been received.

7.2.3 Interest payments shall not mean that the due date of payment is postponed.

7.3 The Supplier is, at all times, entitled to demand advance payment for rental (and other services), and demand a deposit, or other security, for payment of the rental (or other services).

7.4 Any disagreements/ disputes between the Customer and the Supplier, or any counterclaims made by the Customer, shall not entitle the Customer to avoid making due payments of invoiced service, rent, transport, mobilization, demobilization, rigging, etc.

Cancellation and postponement of orders

7.5 The Supplier reserves the right to invoice the Customer for transport, mobilization and the estimated rental period, if the Customer cancels or postpones the order later than;

7.5.1 24 hours before the scheduled time of order initiation, as regards orders to start Tuesday - Saturday.

7.5.2 72 hours, before the scheduled time of order initiation, as regards orders to start Sunday - Monday.

8. The Supplier's obligations

8.1 The Supplier is obligated to, at own expense, to take out an insurance for machinery breakdown, which covers in case the Supplier is responsible.

8.2. The Supplier has taken out a public liability insurance in accordance with Danish law, covering any liability for damages, which the Supplier may incur for the injury to a person of a third party or damages to third party property.

8.3 The liability insurance shall cover by up to DKK 5,000,000 for damage or injury caused by one and the same event.

8.3.1 Aforementioned liability insurance does not cover damages caused on aircrafts.

8.3.2 The liability insurance does not cover damages caused on computer systems or other electronic equipment. The Supplier's services must therefore never be used in connection with such objects.

8.3.2.1 If the Customer fails to comply with this provision, the Supplier will disclaim any liability for damage to such subjects.

8.3.2.2 The Customer shall cause to take out a separate Insurance for use of Supplier's equipment for computer systems or other electronic equipment.

8.4 The Supplier shall - under no circumstances - assume any liability or risk, in excess of the amount covered by the insurance. The Customer shall be obligated to take out an additional insurance that covers any liability or risk that exceeds the amount covered by the Supplier's insurance.

8.5 In case the Customer is liable to a third party, the Customer is obligated to indemnify the Supplier for any liability, which exceeds what the Customer could have claimed from the Supplier in accordance with the General Terms and Conditions for Sales and Deliveries.

9. The Supplier's disclaimer for indirect damages

9.1 The Supplier is under no circumstances liable for any consequential losses, loss of profits, loss of time, or any other indirect loss or consequential damages irrespective of whether such loss/damage can be attributed to the rented equipment and/or the supplied service.

9.2 The Supplier is under no circumstances liable for work stoppages, engine failure and delays resulting from war, fire, strikes of any kind, lockouts intervention by public authorities or public orders, hereunder orders from the Danish Working Environment Service, precipitation, low temperature, wind or other weather conditions which stop operations either fully or partly.

10. Professional Indemnification

10.1 The following professional indemnification shall only be applicable if the Customer has requisitioned a separate consultant services from the Supplier and the parties have entered into a separate written agreement hereof.

10.2 The consultant is solely liable for the advisory services that have been provided and the Customer is liable for the usage of the provided advisory services.

10.3 The professional indemnification for advisory services shall always be limited to 100% of the agreed price sum and as set out the separate consultant agreement, subject Clause 10.1 above.

10.3.1 Supplier's limitation of liability shall be applicable regardless whether the Customer's requisition of the advisory services is a part of any other requisitioned service from the Supplier as well as a third party, or not.

10.4 The consultant is solely liable if the advisory services is a direct consequence for a damage due to gross negligence or wilful misconduct.

10.5 The consultant disclaims any liability for any indirect damages or consequential losses according to the terms in Clause 9 above.

11. Adverse weather

11.1 The Supplier reserves the right to invoice the Customer for the time where the services have been interrupted due to adverse weather, hereunder;

11.1.1 low temperatures,

11.1.2 strong wind, or

11.1.3 other adverse weather conditions that prevent or delay the services.

12. Force majeure

12.1 In the event that performance of the agreement is prevented, made impossible or reasonably hampered for one of the parties, due to extraordinary circumstances, which the prevented party cannot mitigate or could not have foreseen, hereunder but not limited to;

12.1.1 war, strike (only includes strikes where the whole trade unions strike), lockouts accidents, fires, conflagrations, catastrophes, order or omissions of the authorities, new or changed legislation, insurrection or civil commotion, exchange rate restrictions, reductions in the supply of fuels and defective or delayed deliveries, then a party may invoke the circumstances as grounds for release.

12.1.2 Abovementioned is only applicable if the circumstances could not be foreseen when the agreement was entered.

12.2 A party who seeks rely on a force majeure event, shall, without undue delay, inform the other party about the circumstances, the effect the circumstances have on the party's performance and when such circumstances can expect to cease.

12.3 The parties bear own expenses and eventual losses due to Force majeure.

12.3.1 The Customer cannot under no circumstances, impose any liability on the Supplier or demand compensation for delayed delivery of the Suppliers service.

12.4 In case essential parts of the agreement are made impossible for more than consecutive 30 days, due to the event of force majeure, the party, whom is not prevented of the force majeure event, is entitled to terminate the agreement with a 14 days written notice, without either party being entitled to compensation.

13. GDPR – data processing and storage

13.1 All collecting, processing and storage of personal data is being performed responsible and in accordance with the General Data Protection Regulations.

13.2 When entering this agreement the Customer gives the Supplier consent to collect and process the categories of information that are relevant for the Suppliers performance of the ordered service.

13.3 Due to the Danish Bookkeeping Act, the collected data will be stored for 5 years after the customer relation has ended and will then be deleted.

13.3.1 Data will always be deleted when it is not relevant in the purpose it was collected, or if the Customer withdraws the consent before the agreement has been entered into.

14. Confidentiality

14.1 Confidentiality and trust is essential for a solid and valuable cooperation. Therefore, the parties are obligated to treat all information received in accordance to this agreement, in confidentiality. This confidentiality includes all information received, from or about the Supplier or Customer, being processed responsible.

15. Law and Venue

15.1 Any agreement made with the Supplier is governed by and interpreted in accordance with Danish law.

15.2 Any disputes between the Supplier and the Customer shall be submitted to and governed by the Suppliers law venue.