



Appendix 1

Rental Terms STR

These rental conditions apply to STR (Short Term Rental) rental and must be applied for rental of equipment and trucks with or without driver as well as for demonstration of the truck/ trucks.

§ 1. Rental object

§1.1 The rental object shall be called off and delivered from the Lessor's arranger location or retrieved at the Lessor's arranger location, according to the special agreement between the parties.

§1.2 At delivery the rental object shall be in operable condition, as well as being provided with requisite protection and safety devices.

§1.3 The Lessor shall upon request provide instructions for handling as well as care and maintenance of the rental object.

§1.4 Remarks against the rental object shall, to be enforceable, as soon as possible be notified in writing to the Lessor no later than five (5) working days after the rented object has become available to the Lessee.

§1.5 Upon the return the rental object shall be thoroughly cleaned and with regard to normal wear and tear; in good condition. Otherwise, the Lessor is entitled to have necessary cleaning and repair done at the Lessee's expense.

§1.6 The Lessor accounts for mandatory inspections of the rental object. After notice the Lessor has the right to perform mandatory inspections of the rental object in the workplace during normal working hours. .

§1.7 The rental price includes service, tires as well as mandatory inspections. The Lessee is alone responsible for damages caused directly by himself.

§ 2. Terms of Use

§2.1 The rental object may only be used for such working tasks and under such working conditions for which it is intended.

§2.2 The rental object may not, without specific written permission from the Lessor, be moved to another workplace than agreed or be used by anyone other than the Lessee.

§2.3 The Lessee shall be accountant for the supervision and care of the rental object according to daily supervision and to fill in the rental object control card. The Lessee pays for the propellant himself.

§ 3. Rental Period

§3.1 The rental period counts from the day when the rental object is available, according to the parties' agreement, for the Customer until the date when the rental object is returned/retrieved. When the rental object returns / retrieves shall call off be made to the Lessor. The rental object shall then be cleaned in accordance with Still's information sheet and accessories shall be gathered. It is the Lessee's responsibility to inform the Lessor about the date of return of regarding rented material. The rental object is considered returned when a return form has been issued by the Lessor.

§3.2 The Lessor has the right to charge continued hiring in case the Lessee deficiencies regarding the cleaning or gathering of accessories as long as the error remains.

§3.3 The rental object is rented out for use in one shift of no more than eight hours unless agreed otherwise. The Lessee shall without delay give the Lessor written notice regarding changes of use, such as use in extended shifts or multi-shifts unless agreed otherwise. In multiple shifts of two the Lessee is charged 75% of the rental amount in addition to the agreed rent. In shifts of three the Lessee is charged 100% of the rental amount in addition to the agreed rent. Still reserves the right to increase the rental price for extended shifts. The calculation of the rental price is based on working days; Monday-Friday. If the rental object shall be used on Saturday, Sunday or public holiday, this must be noticed in writing to the Lessor before the rental object is placed in service.

§ 4. Compensation

§4.1 Basic rent is charged for the rental object plus insurance fee at every rental occasion according to the Lessor's price list. In specific cases, specific agreed rental expense is charged or rent is charged per project.

§4.2 Agreed daily rental price represents the rental price per rental object and day. For part of the day use rent for a whole day will be charged. Use of material for more than one shift of 8 hours, shift allowances according to the Lessor's price list will be charged. Non-working Saturdays, Sundays and public holidays, are rent-free. For certain specified rental objects rent will be charged per calendar day or month according to the Lessor's price list. The Lessee is obliged to notify the Lessor in writing if the rental material shall be used in a so-called multi-shift, more than 8 hours per day or if work shall be performed on Saturday, Sunday or holiday, see § 3.3 above. All rental objects will be charged during vacation period and other similar leave.

§4.3 Accessories are charged separately as well as costs of the prescribed cleanup.

§4.4 For downtime and outages for which the Lessor is responsible no rent will be charged.

§4.5 Agreed rents are exclusive of VAT.

§4.6 The Lessor shall be provided the amount of invoice latest by the date specified as the expiration date of the invoice. The Lessee is charged for time between the rents due date and payment date recording to the Interest Act (1975:635) and the current base rate + 8%.

§4.7 When concluding the agreement the Lessor has the right to require the Lessee to provide security equivalent to the number of daily rentals specified for each machine / equipment in the Lessor's pricelist or other adequate security.

§4.8 Transport costs are charged to the lessee from and to the lessors nearest warehouse where the rental object is located.

§4.9 In cases where the rental period is running into a new calendar year, the lessor is entitled to index the rental fee/s one time per year and unit/s, for the first time on 1st of January following the commencement date of the agreement. Indexation is based on Statistiska centralbyråns (SCB) Arbetskostnadsindex SNI 2007 25-30,33 but could also be based on other cost increases for the lessor, for example productions cost, import fees etc.

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§ 5. Responsibility

§5.1 The Lessor is responsible for the cost resulting from normal wear and tear.

§5.2 During the term of the lease the Lessee is responsible for loss of the rental object as well as for all the damage which is not a result of normal wear and tear. Damage shall be reported to the Lessor for the decision on how the rental object shall be repaired. Rental objects that are lost or damaged so that they cannot be repaired shall be replaced by the Lessee with an amount corresponding to replacement cost.

§5.3 During the term of the lease the Lessee is responsible for damage caused by the rental object which effects himself or a third party.

§5.4 The Lessor shall only be liable for direct loss as a result of the Lessor's negligence. The Lessor shall have no liability for consequential damages, of any kind whatsoever including loss of profit, damages to third parties which result from delay in delivery, downtime, outages, or any other reason.

§5.5 The Lessor has the rental object fully insured. Excess of 25% of the Swedish price base amount is paid to the Lessor by the Lessee per item and per claim.

§5.6 Has a return form been issued by the Lessor, but errors in the rental object are detected, which reasonably occurred during the rental period, the Lessee is responsible for this and the Lessor shall give notice thereof to the Lessee within ten (10) working days from the return of the rented property.

§5.7 The Lessor's liability for damage is for whatever reason therefor limited to a maximum amount equivalent to the total invoiced amount of the rent for the rental object.

§ 6. Cancellation

§6.1 A party is entitled to terminate the contract if the other party is guilty of breach of contract and not within three days, take corrective action after reminder of it.

§6.2 The parties may, however, not against each other claim breach of the contract if its fulfillment is prevented by circumstances beyond the parties' control, such as war, public authority decision or otherwise of the party was not negligent relationship with a major impact on its performance, and that the party could not foresee or whose adverse effects he cannot reasonably remove. If the obstacle endures for more than two weeks, however, each party has the right to immediately terminate the agreement.

§6.3 If the Lessee does not pay within the agreed period, suspends their payments, applies for a company reconstruction, is declared bankrupt or enters into composition negotiations the Lessor is entitled to immediately terminate the contract as well as recover the rental object at the Lessee expense.

§7. Controversy

§ 7.1 Any dispute regarding the Agreement shall be settled in accordance with Swedish law and courts in case the parties do not agree on arbitration.