

## **General Terms and Conditions for the Rental of RL Technology** ("GTC")

- 1.1 In consideration of rent, RL lets to Client the technology as specified in the acceptance certificate to use the same for operation during Rental Period for its intended technical purpose in the place agreed by the Parties. Client agrees to pay RL for rental of the technology the rent in accordance with the price list and price offer of RL.
  - 1.2 These GTC form an integral part of all RL's price offers and of all contractual relations with the Client covering rental of the technology.
  - 1.3 Parties agree, and Client gives express consent, that accepting RL's price offer Client agrees to enter into a rental agreement covering rental of the technology under the terms and conditions laid down hereunder and/or in the price offer. If it is not clear when the moment of acceptance of the price offer took place, the rental agreement covering rental of the technology shall be deemed executed upon Client's takeover of the technology for the purposes of rental from RL.
  - 1.4 Parties agree that if any of the provisions of these GTC is held to be invalid or unenforceable, such invalidity or unenforceability shall not have an impact on the validity and enforceability of the remaining provisions of the GTC. Parties agree to replace the affected provision without any undue delay after they find out that such provision of these GTC is invalid or unenforceable with a new provision of the GTC the content of which comes as close as possible to the intent contemplated by the Parties at the time of execution of the rental agreement.
  - 1.5 Parties agree that in the event of differences between the wording of these GTC and the price offer, the provisions of the price offer shall prevail.
2. **Rental Period and Term of Rental Agreement**
    - 2.1 Parties agree that the Rental Period of the technology shall be set forth in the price offer.
    - 2.2 Upon expiry of the Rental Period, Client shall return the technology to the place designated in the price offer or in the delivery note or in the acceptance certificate at the time as determined by RL based on a written acceptance certificate. If the place of return has not been designated, Client agrees to return the technology to RL's warehouse located at Stenbygatan 6, Västerås, 721 36. If the time of return has not been designated, Client agrees to return the technology no later than on the last day of the Rental Period from 9:00 to 16:00 PM.
  - 2.3 If the Client fails to return the technology in a proper condition, in the required quantity, and/or in the agreed time period, RL shall be entitled to receive a sanction rent amounting to the triple the average daily rent based on the price offer for each day until the technology is properly returned to RL, and Client agrees to pay the sanction rent.
  - 2.4 In the event that Client fails to return the technology in a proper condition, Client agrees to reimburse RL for the damage and pay all costs connected with removal of such defective condition of the technology based on RL's request delivered to Client in a period specified therein. In the event that Client fails to return the technology, Client agrees to pay to RL all costs connected with the procurement of new technology of the same kind based on RL's request delivered to Client in a period specified therein. In the event that the Client defaults on the obligation to return the technology, Client agrees to pay to RL any costs connected with the procurement of replacement technology for another client, including any loss of profit, based on RL's request delivered to Client in the time period specified therein.
  - 2.5 Parties agree that if Client fails to return the technology in a proper and timely manner after the lapse of additional grace period of two days after expiry of the Rental Period as set forth in the price offer, RL shall be entitled to receive the contractual penalty of 100% of the total amount of rent including the sanction rent and default interest.
  - 2.6 Parties agree that RL may withdraw from this rental agreement in the event of Client's material violation of obligations including, without limitation, in the event of default on payment of any financial liability to RL, in

the event of Client's delay with the return of the technology for more than 5 days, in the event of damage to the technology, in the event that any of Client's representations is proved to be untrue, invalid, and/or incomplete. Withdrawal shall take effect on the moment a notice is delivered to the Client.

### 3. Payment Terms

- 3.1 The RL's price offer is exclusive of VAT, unless provided otherwise. VAT shall be added to the rent charged in the relevant amount in accordance with the legal regulations valid at the time of invoice issue.
- 3.2 Parties agree that the rent shall be due and payable:
- 3.2.1 based on an invoice issued by RL in 4.4 14 days from issue to the account specified in the invoice; or
- 3.2.2 based on an advance invoice after Client's confirmation of the price offer, and Client agrees to pay the 4.5 same. Parties agree and Client acknowledges that while the Client defaults on proper and timely compliance with the obligation to pay the rent in accordance with the advance invoice, RL shall not be deemed in delay with the obligation to provide the technology for rental. The invoice shall be due and payable 3 days from its issue by RL; in accordance with the price offer
- 3.3 The invoice must contain all prerequisites as set forth under the relevant legal regulations. In the event that the invoice fails to contain all prerequisites, Client may return the invoice and request its correction.
- 3.4 In the event that Client defaults on the settlement of any financial liability under the rental agreement or GTC, RL shall be 4.6 entitled to receive interest on late payment of 0.1% of the due amount for each day of default and Client agrees to pay the interest on late payment.

### 4. Delivery Conditions

- 4.1 Client is aware and acknowledges that the RL's price offer shall remain valid 14 days from its issue date. The RL's price offer includes the rent for the technology; unless 5.1 provided otherwise, the RL's price offer does not include installation, operation, erection, insurance, repairs, etc.

4.2 RL reserves the right to not provide, at any time, the technology to the Client even without giving the reason.

4.3 Client acknowledges that the technology is delivered EXW (Incoterms 2010) from RL's warehouse located in Stenbygatan 6, Västerås, 72136. Client agrees to take over the technology in the time period specified in the price offer. The responsibility for the technology and the risk of damage to the technology shall pass on the Client upon Client's acceptance of the technology for the purposes of rental from RL, including the damage incurred due to force majeure. Client acknowledges and agrees that the technology shall be transported at Client's cost and responsibility.

Client acknowledges that signing the acceptance certificate or the delivery note Client acknowledges that the technology is in a proper condition and fit for operation according to its intended purpose.

Parties agree that in the event that RL undertakes to provide any other works connected with rental of the technology, Client shall be required to take care, at Client's cost and responsibility, of all required legal and factual actions allowing performance of such works including, without limitation, sufficient access for RL's workers required to perform such works including the access for mechanisms, scaffolding, etc., sufficient preparedness of the site for performance of such works, sufficient space for performance of such works. In the event that Client falls behind schedule with performance of such actions and RL incurs costs due to such delay, Client agrees to pay all such costs to RL at RL's request delivered to Client in the period set forth therein.

Parties agree that any costs arising out of customs regulations including arrangement of transport documents and/or customs documents (JCD, AT carnet) shall be borne by the Client.

4.7 Parties agree that RL may also deliver the technology by way of partial deliveries.

### 5. Rights, Obligations, and Representations of the Parties

Client represents that Client is capable to properly and duly meet Client's obligations arising out of these GTC.

- 5.2 Client represents that Client is able to properly use the technology, is aware of the condition thereof, and knows how to handle the same. Client agrees to only use qualified workers to handle the technology. RL agrees to provide the Client at Client's request with the user's manual of the technology.
- 5.3 Client acknowledges and expressly agrees that RL shall not be held liable for damage, loss of profit in conjunction with this agreement. Client acknowledges that RL shall not be liable for damage caused as a consequence of using the technology.
- 5.4 Client acknowledges that the technology shall remain the property of RL during the entire duration of rental.
- 5.5 Client acknowledges and agrees that the Client shall not make any changes on the technology without RL's prior written consent.
- 5.6 Client agrees to take out insurance policy covering the technology at Client's cost and responsibility and maintain the same valid during the entire Rental Period.
- 5.7 Client agrees to take care that the technology be used in accordance with the intended purpose thereof, in accordance with the applicable legal regulations, and in accordance with RL's instructions. Client agrees to obtain, at Client's cost and responsibility, all relevant permits required for the operation thereof.
- 5.8 Client acknowledges and agrees that Client is not authorized to provide the technology to another person or enable the use thereof by another person.
- 5.9 Client herewith gives RL an irrevocable and unconditional promise of indemnification to reimburse RL at RL's first demand for all damages and expenditures incurred or used by RL as a consequence of execution of this rental agreement and RL's meeting the obligations arising out of this agreement. In this context, Client acknowledges that Client applied with RL for execution of the rental agreement, whereas RL was not obligated to do so. The promise of indemnification under

this section also applies to the event when Client breaches any of Client's obligations under this rental agreement and such event (violation of the obligation including the consequences) is not remedied or otherwise removed by the Client to the satisfaction of RL in the period of 14 days from delivery of a written request for remedy from RL to Client - in such event, Client is requested to reimburse RL, at RL's request, for all damages and expenditures (including attorney's fees) required to reinstate the same condition as if the relevant Client's obligation was met in a proper and timely manner. RL further agrees that the exercise of RL's right arising out of this promise shall not be inappropriately misused, shall not be in conflict with the fair business principles, or in conflict with good faith in a market competition.

## **6. General Provisions**

- 6.1 Client acknowledges that RL may assign the rights and obligations out of this rental agreement to a third person even without Client's consent. Client is not authorized to transfer the rights and obligations out of this rental agreement to a third person without RL's prior written consent, which consent shall not be unreasonably withheld by RL.
- 6.2 Client acknowledges and agrees that these GTC may be unilaterally amended by RL.
- 6.3 Parties agree that their mutual relations established by the rental agreement, or its invalidity, revocation, or violation of the obligations out of the same (including the obligation of damage indemnification), shall be governed by the Swedish laws, and particularly by the Commercial Code.
- 6.4 Parties agree that the Swedish courts shall have jurisdiction over disputes out of their contractual relationship established by the rental agreement, or its invalidity, revocation, or violation of the obligations out of the agreement, including the disputes out of the claim to damages. Such jurisdiction shall be exclusive.