

# General rental conditions

Applied by Skandinaviska Gasprodukter AB  
Valid from 2022-



SKANDINAVISKA  
GASPRODUKTER

## 1. General

These terms and conditions are applied when renting out the Supplier's property when the Supplier and the customer have agreed in writing or otherwise. Deviations from the terms and conditions must be agreed in writing to be valid. Information in product information, price lists and similar documents as well as information provided in other ways are binding only to the extent that the parties' agreement expressly refers to them.

## 2. Definitions

Packaging means containers for storing and transporting gas, such as gas bottles, gas bottle packages, baskets for gas bottles, transportable vessels, transportable tanks.

In the case of the Supplier, Gas Station means stationary equipment for the production, separation, storage and/or distribution of gas, for example a storage tank or gas mixer.

Rental agreement means an agreement between the Supplier and the Customer covering the rental of Equipment

## 3. Scope of the lease

The rental agreement covers the Equipment that the Supplier rents according to issued delivery notes or other documents.

The Supplier has the right, in connection with the Supplier's exchange of Packaging, to hand over to the Supplier's Packaging of a similar type to the previously rented Packaging.

## 4. Rent

Rent is charged on an ongoing basis from the day the Equipment is placed at the Customer's disposal.

Rent for Equipment, which is rented for a fixed period, is paid in advance for all or part of the rental period.

Rent for Packaging, which is rented until further notice, is paid in arrears (daily rent) or in advance by agreement between the Supplier and the Customer (monthly rent). When the Customer has paid advance rent for Packaging for a certain time period and does not return the Packaging after the end of the time period or does not pay advance rent for a new time period, rent for the Packaging is charged per day. The same shall apply when the Customer does not return the Equipment to the Supplier after the termination of the Rental Agreement in the manner prescribed by these conditions.

The rent is shown in the Supplier's price list valid at any given time. The delivery note forms the basis for calculating and invoicing rent.

The Customer shall not be obliged to pay rent for the time he was unable to use the Equipment for its intended purpose due to a fault, for which the Supplier is responsible.

## 5. Payment terms

Payment conditions can be seen from the Supplier's price list in force at any given time. This also shows the Supplier's applied invoicing, delay and demand fees as well as late payment interest.

## 6. Delivery of Equipment

Equipment is placed at the Customer's disposal Ex Works Supplier's warehouse.

The conditions stated herein shall be interpreted in accordance with the INCOTERMS applicable at the time of the conclusion of the agreement.

The Customer, or a recipient designated by the Customer, must be present at the handover. Upon delivery, the Customer and Supplier must check that the number of Packaging noted on the delivery note corresponds to the actual number of Packaging delivered, and that the delivery note is provided with the correct customer number. The customer must confirm receipt by signing the delivery note.

If the delivery, after separate agreement in each individual case, takes place at the Customer premises when the Customer is not present, the Supplier must check that the information on the delivery note is correct. The Supplier must note on the delivery note that the Customer has not

been present and as soon as possible thereafter notify the Customer that handover has taken place. Such notification can take place by the Supplier leaving the delivery note in a letter box intended for the purpose or in another agreed place. The information in the delivery note must therefore be considered correct unless the Customer can demonstrate that these are incorrect.

## 7. Return of Equipment

When returning the Equipment, the Customer notifies the Supplier of this, who arranges for return transport. The fee for returns is then charged to the Customer.

In connection with the transport of Packaging to the Customer, which is taken care of by the Supplier, the Supplier undertakes to arrange return transport of the corresponding number of Packaging for compensation. Such Packaging must be prepared for transport and kept available for loading at the place of delivery. If applicable, valve protection must be fitted.

Applicable transport documents for returned Packaging are arranged by the Supplier for this to be drawn up and for the Customer to keep these available to give to the carrier selected by the Supplier.

When returning Packaging, the Customer and the Supplier must check that the number of returned Packaging noted on the delivery note corresponds to the actual number of returned Packaging, and that the delivery note is provided with the correct customer number. The Supplier must confirm the return by signing the delivery note.

Gas cylinder, gas cylinder package and gas cylinder tray must be returned to the Supplier with residual gas pressure. The Customer is not entitled to compensation for such residual gas.

## 8. The Customer's responsibility

The Customer is obliged to follow the authorities' regulations and the Supplier's instructions regarding the transport, storage and use of Equipment.

The Customer must look after and carefully handle the Equipment. From the time the Equipment is handed over to him and until it is returned to the Supplier, the Customer is responsible for loss of and damage to the Equipment, regardless of whether the loss or damage is caused by a lack of care and supervision or for other reasons.

The Customer does not have the right to remedy losses or damage himself, but must immediately notify the Supplier that such loss or damage has occurred. The Supplier must remedy the loss or damage in return for special compensation. If this does not happen within a reasonable time, the Customer has the right to remedy the loss or damage at his own risk and expense.

The Customer must take all reasonable measures to limit damage as a result of errors for which the Supplier is responsible. The Customer also does not have the right to remedy such errors himself, but must immediately notify the Supplier of the error.

The Customer undertakes to ensure that the Packaging, which is a closed container, is only filled with gas by the Supplier.

The Customer may not assign, lend, rent, mortgage or otherwise legally dispose of rented Equipment.

In the event of seizure or bankruptcy, the Customer is obliged to immediately inform the Supplier of this and to inform the enforcement officer or the bankruptcy administrator about the Supplier's ownership of the Equipment.

## 9. Complaint

The Customer may claim that the Equipment is faulty, only if he has reported this to the Supplier without delay after he has noticed or should have noticed the fault. The complaint must contain a description of how the error manifests itself.

The Customer may claim that the Supplier has charged incorrect rent, only if he has reported this to the Supplier without delay after he noticed or should have noticed the error. The Supplier's obligation to make

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corrections is limited to twelve (12) months from the date of the last issued rental invoice.

If the Customer complains and it turns out that there is no fault for which the Supplier is responsible, the Supplier is entitled to compensation for the work and the costs that the complaint caused the Supplier.

## 10. Supplier's responsibility

When handed over to the Customer, the equipment must be in good condition and comply with the agreed specification. In the event that the Equipment is faulty, and the fault is not insignificant, but the Customer is obliged to remedy the fault or replace the Equipment without unreasonable delay.

The Supplier is responsible for loss, damage or faults in the Equipment caused by the Supplier's act or omission.

If the Supplier has not rectified the fault within thirty (30) days of receiving the complaint, the Customer has the right to cancel the agreement.

## 11. Product liability

The Customer shall indemnify the Supplier to the extent that the Supplier is held liable towards third parties for such damage or loss for which the Supplier is not liable towards the Customer in accordance with the second paragraph of this clause.

The Supplier is not responsible for damage or loss caused by the Equipment:

- a) on real or movable property or the consequences of such damage or loss, if the damage or loss occurs while the Equipment is in the Customer's possession, or
- b) on products produced by the Customer or on products in which the Customer's products are included, or for loss or damage to property, which these products cause due to characteristics of the Equipment.

Said limitations in the Supplier's liability do not apply if the Supplier caused the damage or loss through gross negligence.

If a third party makes a claim against the Supplier or the Customer for compensation for loss or damage referred to in this clause, the other party must be notified of this immediately.

The Supplier and the Customer are obliged to agree to the court or arbitration board that processes compensation claims against either of them, if the claim is based on damage or loss allegedly caused by Equipment. However, the mutual responsibility between the Customer and the Supplier shall always be determined in accordance with clause 17.

## 12. Marking of Equipment

The Supplier has the right to provide the Equipment with its special characteristics. The Customer does not have the right to remove or change such marking without the Supplier's written consent.

## 13. Transfer of Rental Agreement

The Customer may not, without the Supplier's written permission, transfer or delegate his rights and/or obligations under the Rental Agreement to another.

## 14. Grounds for exemption

If performance of the Rental is prevented or unreasonably burdensome by any circumstance, such as war, government intervention, rebellion, unrest, restrictions in energy supply, labour market disruptions, prohibitions, restrictions, non-appearance of permits, accidents, machine breakdowns, unfavourable transport or weather conditions, interruptions or disturbances in the public telecommunications, restrictions in the supply of motive power or errors in or delays in deliveries from subcontractors, which are caused by such a circumstance, the affected party shall be released from its obligations to the corresponding degree.

## 15. Limitation of Liability

The Supplier has no responsibility beyond what is expressly stated in these terms and conditions. This applies to any form of loss including, but not limited to, loss of production, loss of profit or other consequential

economic loss. However, this limitation of the Supplier's liability does not apply if he caused the damage through gross negligence.

## 16. Personal data

The Supplier processes personal data about the Customer in order to be able to provide the agreed service/product, administer the contractual relationship of the parties, for marketing purposes (includes direct marketing), for customer profiling and invoicing, etc. By providing personal data (includes social security number where applicable) in connection with the Rental Agreement's initial consents The Customer to such processing of personal data. The Customer has the right to receive information about which personal data is processed by the Supplier. The Supplier is also obliged to correct incorrect personal data at the request of the Customer.

## 17. Dispute

Any dispute between the Customer and the Supplier shall be finally settled according to the International Chamber of Commerce's arbitration rules by one or more arbitrators appointed in accordance with these rules. Arbitration shall take place where the Supplier has its registered office, where applicable legislation shall apply. Since the Customer is to be considered a consumer, the dispute must be settled in a general court.