

HILLEVÅG ELEKTRO-DIESEL AS

SALE-SERVICE-RENTAL

RENTAL TERMS HILLEVÅG ELEKTRO-DIESEL AS (Issued april 2005)

1. Delivery

All rental material is delivered free of charge from our warehouse. All transport is carried out at the customer's own risk and expense.

Complaints that the rental object is not in contractual condition must be lodged on the same day as takeover, if the hirer wants to sustain the claim. If not, the matter is considered as having been accepted. The customer must state what he requires corrected.

If the hirer so wishes, and the lessor has the opportunity, the lessor may send an instructor to be present during initial commissioning and also to give the necessary instructions for handling and maintenance of the material.

2. The hirer's obligations

The hirer shall treat the rental object and relevant equipment with care. During the rental period the hirer must ensure that all hired material is treated with care and is lubricated in accordance with the lessor's instructions. The hirer is responsible for all damage to the material that might occur during the rental period, if the damage is due to lack of maintenance or accidental means

If the material must be repaired or completed with new details due to such damage, the hirer will be debited for the costs of the new details as well as for the costs related to the repair work.

The hirer is obliged to keep the lessor informed about where the hired material is kept and used. Rental objects such as a compressor, etc., must not be cast-in or in any other way mounted permanently on the ground.

Hirer is obliged to notify the lessor immediately about any damage that must be repaired without undue delay.

If the hirer does not pay the rental on the agreed date and this is not due to the lessor or circumstances on his part, does not treat the rental object with care, or in other respects seriously fails to fulfil his obligations, the lessor may cancel the rental agreement with immediate effect.

The lessor may demand compensation for the loss he suffers as a result of the hirer not meeting his obligations and also for the damage and loss that are the hirer's liability. Compensation shall cover, among other things, lost income, outlay and repair costs.

The hirer must not use the material for more than 8 hours per day without the lessor's prior written consent. If the material is used 2 or 3 shifts per day, the rental will be increased by 60% and 100% respectively.

The hirer shall return the rental object clean and tidy and in other respects in the same condition as on takeover.

Verbal agreements that deviate from this contract are not binding for the lessor.

3. Sub-leasing

The hirer is not entitled to sub-lease all or parts of the rental object without the lessor's written consent.

4. Rental

The rental is calculated according to applicable daily rates. Prices are subject to change during the rental period. Price changes take effect from the day the hirer is notified of these.

The hirer shall pay ongoing operating costs, such as fuel, lube oil and filter costs.

Any packaging required for the rental object is debited extra at full cost.

If the hirer provides an instructor, this is invoiced separately.

5. Payment of rental

Unless otherwise agreed, the rental is invoiced at the end of each month, or as soon as the equipment has been handed in.

Payment takes place 10 days after the invoice date, unless otherwise separately agreed.

The rental may be demanded in cash in advance.

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Enterprise NO	NO 928 960 188 VAT

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Payment of rental shall take place directly to the lessor or to the bank giro number on the rental slip or order confirmation. After the due date interest will be charged in accordance with the Act regarding interest on overdue payment.

6. Rental period

Unless otherwise agreed, the minimum rental period is 5 days.

Daily rent shall be calculated in arrears, whilst monthly rent shall be invoiced in advance each month.

The rental is calculated from and including the day of collection or shipment up to and including the day of receipt.

7. Special basis for execution

The hirer accepts that the lessor may demand that the rental object be returned if the rental is not paid, cf. section 13-2, par. 2 of the Coercion Act. In the same way, the hirer accepts that the lessor may demand that the rental object be returned when the rental period is over, cf. section 13-2, par. 2 (b) of the Coercion Act.

8. Insurance – scope of cover

During the rental period, the rental object is insured via HILLEVÅG ELEKTRO-DIESEL AS through the hirer being charged an insurance premium. The insurance policy applies to hire equipment located in Scandinavia. The policy covers damage which arises suddenly and unpredictably in accordance with conditions for fire, machinery, transport of goods (all risks) and assembly insurance. The policy has been extended to cover damage resulting from theft. The following security conditions shall apply to the policy extension:

1. Mini-excavators, loading machines and other similar self-propelled equipment must be locked using the ignition key (remove the key) and if possible the driver's cab must be locked.
2. Machinery with trailers must be locked with a separate towing bracket lock.
3. Other machinery and equipment must be locked in a steel container or secured by a padlock and chain so that the lock must be broken in order to remove the machine. This also applies to items 1 and 2 if the appropriate security conditions cannot be followed. The locks must satisfy Class 2 as a minimum requirement, corresponding to the insurance companies' security requirements for anti-burglary security at building sites (B2 requirements).

The hirer shall pay an excess for damage that is covered by the policy. This excess shall be NOK 15,000. Excepted from this is equipment whose purchase price is less than NOK 15,000, for which the excess is NOK 5,000. The insurance premium shall be charged to the hirer at 3% of the rental. In the case of hire to private individuals, the excess shall be NOK 5,000 in return for payment of a premium of 5% of the rental.

A separate insurance policy must be taken out in the case of the hire of equipment with a total value of over NOK 3,000,000.

The hirer shall compensate for damage or liability in other respects.

9. Limitation of liability

The hirer shall keep the lessor indemnified against any claim related to:

- A. Personal injury or loss of human life among the hirer or his sub-contractor's employees.
- B. Loss due to damage to property belonging to the hirer or the hirer's sub-contractor or their employees.

The hirer shall keep the lessor indemnified against claims related to loss or damage incurred on a third party in connection with this rental agreement, even if the loss or damage is due to any kind liability contingent factors on the part of the lessor.

The hirer cannot demand compensation for consequential loss in the event of any faults or delays.

The lessor shall keep the hirer and his sub-contractors indemnified against any claim related to:

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- A. Personal injury or loss of human life among the lessor's employees
- B. Loss of or damage to property belong to the lessor or his employees

If the hirer takes out own insurance to cover his risk and / or his liability in connection with this rental agreement, this shall be done at the hirer's own expense and the lessor is mentioned as co-insured under the policy. The policy shall contain a clause where the assurer waives the right to have recourse against the lessor.

10. Force Majeure

Delivery of the rental material applies with a reservation for force majeure such as war, military summons, prevented import and export, fire, strike, lockout, stoppage, failing transport possibilities and all other circumstances over which the lessor has no control and which prevent delivery. The hirer cannot claim compensation due to delayed or missing delivery as a result of a force majeure.

11. Disputes – legal venue

Disputes in connection with this agreement shall be attempted to be settled amicably. If agreement is not reached, the parties accept Stavanger Law Courts as the legal venue.