

# General Rental Terms - Doka Danmark ApS – valid from 5 February 2025

The following general terms and conditions apply to the entering into of an agreement on rental of Doka Danmark ApS's products:

## 1. Definitions

1.1 In these terms and conditions, the following terms and expressions shall have the following meaning:

**The Agreement:** The order accepted by Doka by order confirmation, or the agreement on rental signed between the parties.

**Doka:** Doka Danmark ApS, Company Reg. no.: 31 28 67 43

**The Product:** The Product(s) hired out by Doka.

**The Lessee:** The party to the Agreement who hires the Product.

**The Month:** Calendar month

**The Parties:** Doka and the Lessee

**Start-up fee:** The one-time cost paid by the Lessee at the delivery of the Product.

## 2. Use

2.1 These general rental terms shall apply to the hiring out of Doka's Products.

2.2 The rental terms do not apply to the sale or any other transfer of the Product. If the Parties subsequently enter into an agreement on sale of the Product, the provisions of the Danish Sale of Goods Act and Doka's General Terms of Sale shall apply to the agreement.

2.3 In the event of inconsistencies between an agreement in writing and the rental terms, the agreement in writing shall prevail.

2.4 The Rental Terms and Conditions take precedence to any terms and conditions that may have been submitted by the Renter.

2.5 The Danish Business Lease Act does not apply to the Agreement.

## 3. Offers

3.1 Offers made by Doka to the Lessee shall not be binding until a final order confirmation has been sent to the Lessee, unless otherwise expressly stated in the offer.

## 4. Delivery

4.1 Delivery shall take place from Doka's stock at Ullsvej 4, 4600 Køge, at the Lessee's account and risk. This shall apply regardless of whether Doka or a company taken on by Doka is responsible for the delivery of the Product, and regardless of whether the Product is delivered to an address designated by the Lessee, or the Product is made available to the Lessee at a delivery site.

4.2 The Product shall be considered delivered from the time the Product is dispatched from Doka's stock.

4.3 If the Product cannot be received by the Lessee as agreed due to the Lessee's circumstances, Doka reserves its right to claim rental payment from the date that the Product according to Doka legitimately should have been received. The Lessee is obligated to reimburse Doka for freight costs and two months' rent, as well as any other costs that Doka has had to incur as a result of the Lessee not being able to receive the Products.

4.4 Delivery dates stated by Doka are indicative. Doka is not liable for any delay in the delivery of the Product, regardless of its cause. Delayed delivery is not considered a material breach of the Agreement, unless expressly stated in the Agreement.

4.5 At the expiry of the rental period, the Lessee is obligated to return, at its own expense and risk, the Product to Doka's stock Ullsvej 4, 4600 Køge. Doka's acknowledgement of receipt of the returned products only confirms that Doka has received the Product. If, during Doka's subsequent counting of the returned products, Doka finds that the Lessee has not returned the number of units stated in the order confirmation, only the units actually received are defined as returned.

4.6 Return delivery is deemed to have taken place when the Product has been unloaded at Doka's stock.

4.7 At least five (5) days prior to the return of the Product, the Lessee shall notify Doka in writing of the exact time for the return delivery. The specified time is not binding on Doka if Doka, after receipt of the notification, proposes a new time of return.

4.8 In the event that the Lessee is delayed with the return in relation to the delivery time stated in clause 4.7, the Lessee is obligated to regularly inform Doka of the time when the Product can be expected to be returned.

4.9 In the event of a situation as described in clause 4.8, the Product is considered to have been returned too late. The product must then be returned to Doka immediately upon request, as agreed with Doka.

4.10 If the Lessee fails to return the Product at the time determined by Doka, any subsequent delay shall be deemed a material breach of the Agreement, which entitles Doka to terminate the Agreement and/or claim compensation from the Lessee for its loss suffered.

## 5. Rental period and rental payment

5.1 The rental period commences when the Product has been delivered in accordance with clause 4.2 and terminates on the date that the Product is returned to Doka as stipulated in clause 4.6.

5.2 The minimum rental period shall be one (1) month. When calculating the amount of rent to be paid, part of a day shall be considered a full day. Thus, both payment of rent for the collection date and the return date shall be calculated according to the above.

5.3 At the delivery of the Product, the Lessee shall pay a basic rate. The Basic Rate is a one-time payment to cover stock handling upon delivery and return as well as standard cleaning of the Product.

5.4 All prices are ex stock and thus exclusive of packaging, transportation, taxes, VAT, and insurance.

5.5 An environmental contribution charge of 1.5% is added to all invoiced costs, partly due to taxes and fees imposed by legislation and partly due to Doka's decision to increase costs due to sustainable operations. The environmental contribution charge covers, among other expenses, environmental fees, excise duties imposed by suppliers, handling of large amounts of waste, additional costs for choosing sustainable electricity, CO2 taxes, additional environmental costs due to energy taxes.

5.6 All freight rates are subject to government-imposed tolls.

5.7 Invoicing of rental payment shall take place monthly in arrears.

5.8 Invoices shall be paid within thirty (30) days from the invoice date. In case of payment after the due date, late payment interest will be added according to the Danish Interest Act.

## 6. Use of the Product

6.1 The Product shall be used in accordance with Doka's instructions and otherwise handled with due care and in accordance with applicable regulations. When returning the Product, it shall be cleaned and safely packed according to Doka's instructions.

6.2 The Product may not be used without Doka's express consent on any other site, for other work assignments or in other circumstances than what is expressly stated in the Agreement or in Doka's regulations and instructions. If Doka incurs expenses as a result of the Lessee's unauthorised use of the rented equipment, Doka is entitled to claim reimbursement of the expenses from the Lessee. The Lessee or a subcontractor employed by the Lessee is not authorised to repair, modify or otherwise alter the Product without Doka's written consent.

## 7. Insurance

7.1 The Lessee is obliged to insure the Product during the rental period as stated in clause 5.1 and in connection with delivery, cf. clause 4. The insurance shall cover all insurance-related risks. The insurance shall also continue to apply if the Product is returned late, cf. clause 4.8.

## 8. Transfer of the Product

8.1 In the event that the Lessee wants to purchase the Product, the Lessee shall notify Doka hereof in writing.

8.2 The title to the purchased Product will not be transferred to the Lessee before the Lessee has paid all rental due for payment until the time of purchase and Doka has no other claims against the Lessee. Doka's General Terms of Sale would apply in this case.

## 9. Liability of the Lessee

9.1 When delivering of the Product and during the Rental Period, the Lessee is liable for all damage to the Product with objective liability, unless the Lessee can prove that the damage is caused by normal wear and tear during the Rental Period. Lessee

9.2 The Lessee is liable, with objective liability, for any damage caused to the Lessee or any third party during the use, transportation and storage of the Product during the rental period.

9.3 Doka cannot be held responsible for whether the Product is suitable for the intended purpose of the Lessee.

## 10. Defects in Products

10.1 When delivery has taken place, Doka cannot be held liable for defects in the Product, which may be attributed by the Lessee, including due to the Lessee's improper use of the Product.

10.2 Within four (4) days after delivery, Doka shall be notified in writing of any defect in the Product that is apparent on the date of delivery. If the Lessee fails to notify Doka on time and in writing of an ascertained defect, the Lessee is precluded from subsequently giving notice to Doka of non-conformity.

10.3 Doka shall be notified in writing of any defect in the Product, which has occurred during the rental period, no later than 5 days after the defect has become apparent. The notification shall contain a detailed description of how and when the defect has occurred.

10.4 Doka's products are hired out second-hand. Damages due to fair wear and tear do not constitute defects in the Product, and Doka thus cannot be held responsible for this type of damages.

## 11. Limitation of liability

11.1 Doka cannot be liable for indirect loss or other types of incidental loss incurred by the Lessee, which may arise during the rental period, and which may be attributable to the Product. This limitation of liability includes, but is not limited to, loss of production, rental costs, non-profit or loss of capital.

11.2 Doka shall only be liable for direct, documented loss if the loss incurred by the Lessee is caused on purpose or by gross negligence by Doka or one of Doka's employees. The Lessee shall notify Doka in writing of any claim.

11.3 Compensation for direct loss cannot exceed the limit of Doka's product liability insurance.

## 12. Title and retention of title

12.1 The Product is Doka's property, to which the Lessee cannot acquire any property rights.

12.2 With reference to clause 12.1, the Lessee is not entitled to:

- i. sell or otherwise transfer the Agreement to any third party or through an agreement with any third party limit its or Doka's right of disposal of the Product without Doka's written consent
- ii. sell, hire out, pledge or otherwise dispose of the Product
- iii. mix the Product with the Lessee's own materials or with materials of the same or similar kind, manufactured by any third party
- iv. attach or otherwise unite the Product to the Lessee's real estate or premises.

12.3 If it is impossible to clearly distinguish the Product to be returned from the products of the Lessee or any third party, Doka is entitled to select and collect the Product. In such case, the Lessee shall indemnify Doka and hold Doka harmless in relation to any third-party claims.

## 13. Breach of agreement

13.1 Doka is entitled to terminate the Agreement and/or demand the Product returned with immediate effect if;

- i. the Lessee fails to fulfil its obligations in accordance with these general terms and conditions thereby infringing Doka's property rights or the value of the Product.
- ii. the Lessee fails to pay due rental for more than 30 days.
- iii. the Lessee discontinues payments, applies for a restructuring, commences negotiations for a composition, is declared bankrupt or goes into liquidation, or if Doka estimates that the Lessee is otherwise insolvent, and payment of rental thus cannot be expected in due time.
- iv. the Lessee otherwise violates any terms of the Agreement or these general terms and conditions.

13.2 In the event that Doka legitimately raises a claim for compensation in accordance with clause 13.1, the Lessee is obliged to pay:

- i. all costs incurred in connection with the repatriation,
- ii. all due and unpaid rental payments together with interest until the date of termination, and
- iii. compensation corresponding to two months' payment of rental for the Product.

13.3 If Doka's direct and indirect costs due to the Lessee's breach of agreement exceed the compensation, cf. clause 13.2(iii), Doka may demand that such additional costs be paid by the Lessee.

## 14. Force Majeure

14.1 Doka's obligation to deliver in accordance with the Agreement shall be postponed in case of impediments to delivery due to circumstances that are beyond Doka's control, including: executive orders, new or amended legislation, labour disputes, blockade, fire, flood, lack of means of transportation, goods and energy, major accidents, and defects or delays in deliveries from subcontractors, which are likewise caused by unforeseen circumstances.

14.2 Doka is not deemed to breach of any obligation of this Agreement (except any obligation of payment), if the breach is resulting from acts or events beyond that party's reasonable control, including but not limited to any act of God, outbreak, epidemic or pandemic of any kind communicable or virulent disease/infection and any actions taken by any government or public authorities in response to any of the foregoing, any acts of war or terrorism, hostilities (war be declared or not), invasion, act of foreign enemies, strikes, lock out, disorder, any shortage of supply or labour, breakdowns or malfunctions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, lab difficulties, civil unrest, riots, revolution, rebellion, quarantine of any kind, natural disaster, flood, fire, embargo, boycott, insurrection, explosion, shortage of gas, fuel or electricity, hacker attack, piracy, interruption of transportation, governmental actions and injunctions, change of law, unavoidable accident, failure of any supplier, contractors or subcontractors.

14.3 If a force majeure event occurs, Doka is entitled to postpone the delivery of its service to the extent and for the period during which Doka will be prevented from delivering the service due to the force majeure event. If such an event occurs, the party invoking Force Majeure must notify the other party as soon as possible.

In the inability to perform shall continue longer than 6 months, Doka may terminate the Agreement by notice with immediate effect. Such termination will not relieve the Lessee from its obligation to pay any amounts accrued or otherwise owed for products or services rendered until termination.

## 15. Modifications

15.1 Any modification or addition to the Agreement shall be in writing and be duly signed by authorized representatives of both Parties in order to be valid and binding.

15.2 The Agreement together with appendixes constitute the Parties' complete regulation of all matters in relation to the Agreement. All written and oral agreements preceding the Agreement shall be replaced by the Agreement with appendixes.

15.3 Doka is entitled to change these rental conditions with three (3) months' written notice.

## 16. Non-action

16.1 The failure of Doka to exercise its rights in accordance with the Agreement or failure to give notice of existing circumstances does not imply that Doka forfeits its rights under the Agreement.

## 17. Applicable law and jurisdiction

17.1 The individual stipulations in the Agreement and any dispute arising out of or in connection with the Agreement shall be settled according to Danish law.

17.2 Any dispute arising out of or in connection with the Agreement is subject to the jurisdiction of the Danish courts and shall be brought before the courts in the jurisdiction where Doka has its registered office.

# General Terms of Sale - Doka Danmark ApS – valid from 5 February 2025

## 1. Definitions

1.1 In these Terms, the following words and expressions shall have the following meanings:

**The Agreement:** The order accepted by Doka by order confirmation or the purchase agreement signed between the parties.

**The Day:** Calendar day

**Doka:** Doka Danmark ApS, Company Reg. no. 31 28 67 43

**The Buyer:** The party acquiring the Product

**The Product:** The Product(s) that are sold to the Buyer

**The Month:** Calendar month

**The Parties:** Doka and the Buyer

## 2. Delivery

2.1 Delivery shall take place from Doka's stock at Ullsvej 4, 4600 Køge, at the Buyer's account and risk. This shall apply regardless of whether Doka or a company taken on by Doka is responsible for the delivery of the Product, and regardless of whether the Product is delivered to an address designated by the Buyer, or the Product is made available to the Buyer at a delivery site.

2.2 The Product shall be considered delivered from the time the Product is dispatched from Doka's stock.

## 3. Payment

3.1 Payment shall be made within thirty (30) days from the date of invoice to the bank account indicated.

3.2 All prices are ex stock and thus exclusive of packaging, transportation, taxes, VAT, and insurance and duty.

3.3 An environmental contribution charge of 1.5% is added to all invoiced costs, partly due to taxes and fees imposed by legislation and partly due to Doka's decision to increase costs due to sustainable operations. The environmental contribution charge covers, among other expenses, environmental fees, excise duties imposed by suppliers, handling of large amounts of waste, additional costs for choosing sustainable electricity, CO2 taxes, additional environmental costs due to energy taxes.

3.4 All freight prices are subject to road tolls from the government.

## 4. Drawings and other documentation

4.1 In the event that Doka is required to provide drawings and other documentation, such material shall (regardless of media) remain Doka's property and may not without written consent be copied or used for any other purposes than the installation, operation and maintenance of the Product as well as be disclosed to third parties.

## 5. Retention of title

5.1 The Product shall remain Doka's property until the full purchase price and the transfer costs have been paid to Doka's bank account. The Buyer is therefore obligated to keep Doka's goods separate from the Buyer's other goods until the full purchase price has been received by Doka.

## 6. Delivery delays

6.1 The Buyer is not entitled to compensation for late delivery of the Product. In case of delay, Doka is entitled to request a reasonable postponement of delivery.

6.2 If the Product cannot be delivered as agreed, due to the Buyer's circumstances, or if the Buyer refuses to receive the Product, Doka reserves its right to store the Product at the Buyer's expense or, if this is not possible, to sell the Product elsewhere. The Buyer is then obliged to reimburse Doka for its expenses relating to the impediment to delivery. The buyer must pay a rent determined by Doka for this purpose up to the time when delivery actually takes place.

6.3 Delivery is made without prejudice to circumstances which are beyond Doka's control, such as labour disputes, war, executive orders,

## 7. Liability for defects

7.1 Doka is entitled to rectify defects in the Product, which result from defects in the design, material or fabrication. At Doka's request, a defective component or part of the Product shall be sent to Doka for repair or replacement. Doka shall bear the costs in connection with the forwarding of the component.

7.2 Doka's liability does not comprise defects, which may be attributed to material provided by the Buyer, or designs prescribed or specified by the Buyer.

7.3 Doka is not liable for defects resulting from circumstances arising after the Product has been delivered to the Buyer, such as lack of maintenance, improper use of the Product from the Buyer's side, improper repair carried out by the Buyer, changes made without Doka's written consent or normal wear and tear.

7.4 The circumstances stated in clauses 7.3 - 7.4 and 6.3 as well as clause 12 regulate Doka's exhaustive liability for defects in the Product.

## 8. Notification of defects and limitation

8.1 The Buyer shall inspect the Product upon delivery. If the Buyer fails to carry out a regular inspection of the delivery, the Buyer is precluded from subsequently relying on a defect in the Product, which by such an inspection ought to have been discovered.

8.2 The Buyer shall notify Doka in writing of any defect in the Product immediately after the defect has become apparent or has been ascertained. The notification shall contain a description of how the defect manifests itself and the extent hereof.

8.3 If the Buyer fails to notify Doka as stated in clause 8.2, the Buyer forfeits its right to subsequently terminate the Agreement or demand the defect rectified by Doka.

## 9. Defective Products and insurance

9.1 The Buyer is obligated to take out a product liability insurance. The Buyer shall maintain the insurance during the time the Product is used by the Buyer and shall provide a copy of the product liability insurance policy upon request.

## 10. The Buyer's breach of the Agreement

10.1 Doka is entitled to terminate the Agreement if the Buyer is in material breach of The Agreement or if Doka has reasonable cause to believe that the Buyer is insolvent.

10.2 At the entering into of the Agreement, Doka has made clear to the Buyer that it is important to Doka that payment is made in due time. Invoices that have not been paid within four weeks from the due date are thus considered a material breach of the Agreement, which entitles Doka to terminate the Agreement.

10.3 If payment is made after the due date, default interest will be added according to the Danish Interest Act.

10.4 In case of overdue payment, the Buyer is responsible for any loss, direct as well as indirect, that Doka may suffer as a result of the breach of agreement. This applies regardless of whether the Agreement remains in force in its entirety.

## 11. Force majeure

11.1 Doka's obligation to deliver in accordance with the Agreement shall be postponed in case of impediments to delivery due to circumstances that are beyond Doka's control, including: executive orders, new or amended legislation, labour disputes, blockade, fire, flood, lack of means of transportation, goods and energy, major accidents, and defects or delays in deliveries from subcontractors, which are likewise caused by unforeseen circumstances.

extensive operational irregularities at the premises of Doka or any of Doka's subcontractors, or other unusual circumstances, which Doka could not reasonably have anticipated.

11.2 Doka shall not be deemed to breach any obligation of this Agreement (except any obligation of payment), in case the breach results from acts or events beyond that party's reasonable control, including but not limited

to any act of God, outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authorities in response to any of the foregoing, any acts of war or terrorism, hostilities (war be declared or not), invasion, act of foreign enemies, strikes, lock out, disorder, any shortage of supply or labour, breakdowns or malfunctions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, lab difficulties, civil unrest, riots, revolution, rebellion, quarantine of any kind, natural disaster, flood, fire, embargo, boycott, insurrection, explosion, shortage of gas, fuel or electricity, hacker attack, piracy, interruption of transportation, governmental actions and injunctions, change of law, unavoidable accident, failure of any supplier, contractors or subcontractors.

11.3 If a force majeure event occurs, Doka is entitled to postpone the delivery of its service to the extent and for the period during which Doka will be prevented from delivering the service due to the force majeure event. If such an event occurs, the party invoking Force Majeure must notify the other party as soon as possible.

In the inability to perform shall continue longer than 6 months, Doka is entitled to terminate the Agreement by notice with immediate effect. Such termination will not relieve the Buyer from its obligation to pay any amounts accrued or otherwise owed for products or services rendered until termination.

## **12. Limitation of liability**

12.1 Doka is in no case liable for indirect loss or other types of incidental loss incurred by the Buyer, which may be attributable to the Product. This limitation of liability includes, but is not limited to, loss of production, rental costs, non-profit or loss of capital.

12.2 Doka shall only be liable for direct, documented loss if the loss incurred by the Buyer is caused on purpose or by gross negligence by Doka or one of Doka's employees. The Buyer shall notify Doka in writing of any claim.

12.3 Compensation for direct loss cannot exceed the limit of Doka's product liability insurance.

## **13. Modifications**

13.1 Any modification or addition to the Agreement shall be in writing in order to be valid and binding.

13.2 The Agreement together with appendixes constitute the complete regulation of all matters in relation to the Agreement. Written and oral agreements entered into between the Parties prior to the entering into of the Agreement shall be deemed rescinded.

13.3 Doka may change these terms of sale with three (3) months' written notice.

## **14. Applicable law and jurisdiction**

14.1 The individual stipulations in the Agreement and any dispute arising out of or in connection with the Agreement shall be settled according to Danish law.

14.2 Any dispute arising out of or in connection with the Agreement is subject to the jurisdiction of the Danish courts and shall be brought before the courts in the jurisdiction where Doka has its registered office