

General conditions of lease of 1 March 2023



1. General

These general conditions of lease are valid from 1 March 2023.

Unless otherwise agreed in writing, the following conditions and the lease prices applicable at any time shall apply to all lease agreements and framework agreements concluded with GSV Materieludlejning A/S.

The gross lease prices indicated on www.gsv.dk are ex warehouse and exclude consumables of any kind, assembly, insurance, VAT and any taxes and duties.

In the following, the customer is referred to as Lessee and GSV Materieludlejning A/S as Lessor.

2. Duration of the lease

2.1 Equipment delivered/collected by Lessor

In the event that the leased equipment is delivered and collected by the Lessor, however, the Lease shall commence on the day on which the leased equipment leaves the Lessor's premises and shall continue until the day on which the Lessee cancels the leased equipment, provided that the lease is cancelled on the same day during the applicable opening hours, cf. clause 2.3.

2.2 Equipment delivered/collected by Lessee

In the event that the leased equipment is collected and returned by the Lessee, the Lease shall commence from the agreed date of collection. If the Lessee returns the equipment on their own, it must be returned no later than 08.00 on a weekday, as the lease fee will otherwise be charged for that day.

If the Lessee wishes that the Lessor collects the equipment, the Lessee is obliged to cancel the Lease within the applicable opening hours if the Lease is to be terminated (see Cancellation of Lease).

2.3 Cancellation of Lease

The equipment can be cancelled via the GSV App or Link in SMS received when the equipment was leased out, and by calling 70 12 13 15.

After cancellation, the Lessee continues to be liable for the leased equipment, including lease fees and insurance, until it is collected, but no longer than 24 hours.

2.4 Lease period and prices

For all leases, a 5-day work week is assumed, within normal working hours, which are weekdays 6 am - 5 pm and Fridays 6 am - 3 pm. For service and breakdowns outside this period, the service charge applicable at any time will be invoiced.





Equipment may be used for up to 7.5 hours per day, unless otherwise agreed in writing. If the equipment is used beyond the 7.5 hours per day, lease fee will be charged for an additional day. If equipment is used on Saturdays, Sundays and public holidays, these will be invoiced as additional lease days.

The daily lease fee is calculated for the entire lease period, regardless of whether the leased equipment is used or not.

For site huts, containers, modules and the like, a minimum lease period of 30 days applies, during which the Lessee cannot terminate the agreement.

For leases with driver, the lease fee is calculated according to the machine operator's hourly statement, acknowledged by the Lessee. However, a minimum of 8 hours per day will be charged. Overtime pay, etc., is paid in accordance with the applicable collective agreement and other rules and conditions.

2.5 Obstruction of delivery

In the event of a material impediment to the Lessor's delivery, the order shall lapse. Material impediment to delivery includes, but is not limited to:

- Theft
- Vandalism
- IT breakdowns
- Hacker attacks
- Machinery damage
- Work stoppages and delays due to strikes or lockouts, regulatory intervention
- Outbreaks of infectious diseases preventing the exercise of a profession
- Weather conditions
- War
- Import and export restrictions
- Public orders
- Other force majeure-like events that significantly complicate, render impossible or delay delivery of the order and that the Lessor could not have foreseen at the time of the Lessor's acceptance of the order.

In the event of substantial impediment to delivery, the Lessee may not make any claim of any kind against the Lessor as a result of the cancellation of an order.

Any price quote, estimate or price information to the Lessee is valid for 30 days, unless otherwise agreed in writing, and is always made subject to reservations regarding sale or lease to another party. If an alternative to that which was initially offered is delivered and put into use, that alternative shall be deemed to be accepted.



3. Obligations and responsibilities

3.1 The Lessor's obligations

The Lessor is obliged to deliver all equipment in a completely clean, ready and legal condition. After the return of the leased equipment by the Lessee to the Lessor's premises, the Lessor shall carry out an inspection of the equipment. If any damage is found, the Lessee shall be informed as soon as possible. For major repairs over DKK 75,000, the Lessee has the opportunity to inspect the damage within 24 hours before repair begins.

3.2 The Lessee's obligations

Upon receipt, the Lessee shall inspect the leased object to ensure that it lives up to what was agreed, including the condition and functionality of the leased object. Any complaint about defects in the leased equipment must be made within 24 hours of delivery or collection in order to be considered. Subsequent complaints will be rejected.

At the end of the lease, the Lessee is obliged to return the leased equipment in the same condition as it was received in. This means cleaned, refuelled, etc., without defects and in the same condition as when received. If the Lessee has not complied with their obligations as set out above, the Lessor has the right to invoice the Lessee for this cost.

All cleaning of concrete, asphalt, polluting materials and soil waste and subsequent disposal, carried out by the Lessor, shall be invoiced to the Lessee and calculated according to the extent and the applicable fees/daily rates.

The Lessee is liable for any damages and defects discovered upon cancellation/return to the Lessor.

The Lessee bears all costs for the installation, dismantling, collection and return of the equipment, as well as the costs for fuel, lubrication, electricity, operating instructions for the equipment with driver and the like. Lubricating oil, grease, etc. may only be used in accordance with the types and qualities specified by the Lessor. Under no circumstances may tax-free or dyed fuel be added to the hired equipment.

Lost or damaged equipment, as well as accessories such as keys, instruction manuals, tools, cables, etc., shall be replaced in full (replacement value) by the Lessee.

Leasing or lending of equipment to third parties may not take place without the consent and acceptance of the Lessor.

Furthermore, the leased equipment may not, without the consent and knowledge of the Lessor, be moved from the address stated in the lease agreement or be taken out of Denmark. The Lessor reserves the right to inspect the leased equipment at any time during the lease period – regardless of location.



The Lessee is obliged to ensure that equipment for which a driving licence is required is only used by persons with a valid licence.

3.3 The Lessor's liability

The Lessor shall not be liable for the Lessee's operating loss, loss of time, loss of profit or other indirect loss, whether or not such is attributable to the leased equipment. Any loss or expense resulting from machine breakdown/failure/delay or otherwise shall be of no concern to the Lessor. Beyond this, the general rules of Danish law apply.

3.4 The Lessee's liability

The Lessee is liable for the legal use of the leased equipment and is obliged to notify the Danish Working Environment Authority, other authorities and any cable and wire owners.

For leases with a driver, the Lessee is fully responsible for ensuring that such is carried out in a safe and healthy manner. The Lessee has full authority to instruct and is therefore liable for any damage/error that may occur during the execution of the work.

The Lessee bears the full risk and liability for the leased equipment for the full lease period, including safety checks and necessary maintenance. The Lessee is also responsible for all types of damage, breakdown, theft and vandalism, as well as damage to the Lessee's or third party's property by accidental, negligent or intentional acts.

The Lessee shall at all times bear the risk of damage to surface pavements, access roads, installations under pavements and roads, as well as oil damage and the like.

The Lessee is obliged to indemnify the Lessor against liability to third parties for loss and damage for which the Lessor is not liable under these Conditions. .

4. Use, repairs and maintenance

The leased equipment may only be used for normal purposes and in accordance with the manufacturer's instructions.

The Lessee may not repair, modify, alter or convert the leased equipment without prior written consent. The Lessee is obliged to carry out the prescribed maintenance of the leased equipment in accordance with the manual provided, as well as operational daily maintenance, including, but not limited to, checking the battery charge, fluid level, cleaning, etc.

Smoking is not allowed in the Lessor's machinery – a breach of this will result in an additional cleaning charge.

In the event of loss, destruction, etc., as well as failure to return upon termination of the lease, the Lessee shall be charged according to the replacement value of the equipment. Special conditions apply to the leasing of containers, sheds, accommodation, crew and sanitary vehicles.





5. Special conditions applicable to the leasing of containers, sheds, accommodation, crew and sanitary vehicles

In addition to the above general conditions of lease, the following supplements apply to the leasing of shed equipment.

If it is agreed that the Lessor will provide water, electricity and sewage connections, the Lessee is obliged to indicate the connection point and is responsible for ensuring that connection of the equipment at the connection point is possible. The Lessee is fully responsible for winterising external water and sewage connections. The Lessee bears full responsibility for ensuring that the leased equipment is placed in accordance with the applicable building regulations, all safety regulations, traffic and road regulations, and regulations on signage, etc. Fines, injunctions or other costs are of no concern to the Lessor. Before returning the leased equipment to the Lessor, the Lessee is obliged to ensure that the water system of site hut equipment, including toilets etc., is drained. If this is not done, the Lessee shall bear all resulting costs in connection with the necessary draining and/or resulting frost erosion. Any installations, signs, IT equipment, etc. shall be dismantled by the Lessor and disposed of at the Lessee's expense. The Lessee shall also bear the costs for subsequent renovation.

6. Transport

The Lessee pays transport costs according to the applicable rates. When transporting equipment over 3.65 metres wide, an additional charge is made for an escort vehicle, regardless of the duration of the lease.

However, the Lessee is entitled to carry out the transport themselves, but in such cases bears full responsibility during loading and unloading, as well as during the transport itself.

Delivery times are approximate and reservations are made for delays.

The Lessor's transport prices are calculated on the assumption that the transport can take place without obstacles, on stable, roadworthy and even ground – where no mobile crane, ground protection mats and the like are necessary to enable delivery. If this is not the case, a surcharge payable by the Lessee shall be added to the transport price. In connection with the leasing of site huts, modules, etc., the Lessee shall obtain permission for installation on public areas, as necessary. The Lessee should be aware of the requirement by the authorities that the Lessee ensures the public street area is cordoned off at least 48 hours before the equipment is installed. The Lessor assumes no liability for additional costs, delays, etc., which may arise as a result of parked cars, etc., in the cordoned off area.

7. Insurance

Applicable conditions of insurance including Lessee's excess are stated on www.gsv.dk. See also "General Conditions of Insurance dated 1 March 2023".





8. Terms of payment

Unless otherwise agreed, the Lessor's payment terms are: "Net – cash in advance" and a deposit of at least 3 days' lease fee must be paid. In the case of lease agreements with no fixed term, invoices are issued at the end of a month and at the end of the lease period. In case of late payment, the Lessor charges interest per month or part thereof at a rate of 2%. The Lessor also charges a reminder fee of DKK 100 per written reminder sent and a compensation amount of DKK 310 for late payment in connection with the 1st reminder. Any discounts are subject to timely payment. Should disputes arise between the Lessee and the Lessor, for whatever reason, this shall not justify the Lessee in failing to continue to pay invoiced amounts on time.

9. Breach

Any breach of these conditions of lease, conditions of insurance or payment conditions will be considered a breach of contract by the Lessee. Breaches of any kind obliges the Lessee, without further notice, to assist in the return of the leased equipment at the Lessee's expense.

10. Applicable law and venue

Any lease agreement, etc., concluded with the Lessor shall be governed by Danish law and the place of jurisdiction shall be the Court of Roskilde or the District Court of Copenhagen. The Lessor reserves the right to choose the place of jurisdiction.

11. Amendments

The Lessor reserves the right to amend these "General conditions of lease" without prior notice. Conditions of lease on www.gsv.dk take precedence over all printed conditions of lease. The latest version of the conditions of lease, prices, etc. will always be available on the Lessor's website.

12. On-call service

An on-call service has been established outside normal opening hours, so that the Lessee can always get in touch with the Lessor. The Lessee shall be invoiced according to the rates applicable at any time, as indicated on www.gsv.dk.