

## HIRE TERMS

Agreements/offers will contain terms that deviate from our general hire terms. These documents take precedence over the hire terms.

### 1. DELIVERY

The object of hire is made available on the contractual date, at the place of delivery. If the object of hire has not been collected within 5 days of the date on which it has been made available, UCO may terminate the agreement with immediate effect by means of a notification to the hirer. UCO is entitled to the contractually pre-established hire amount corresponding to the elapsed period until the agreement is terminated.

### 2. PAYMENTS OF HIRE CHARGE

A hire charge is invoiced in accordance with the current price list. The hire charge is calculated per one-shift agreement (8h). The hire period starts when the object of hire is made available and ends the day it is returned to UCO. 60% is added to two-shift agreements and an extra 60% is added to three-shift agreements. If the object of hire is returned after 0900, another day is charged. Once the hire period has been decided, you must obtain UCO's consent if you wish to shorten it. Customers to whom credit has not been granted must pay the hire charge in advance. Customers granted credit are invoiced in arrears, unless otherwise agreed, with payment due in 15 days. Interest is charged on late payments in accordance with the law. An environmental tax of NOK 50 is charged on all invoices. Any assembly or dismantling fee shall be paid by the hirer in addition to the agreed hire charge.

### 3. OBJECT OF HIRE

Upon delivery, the object of hire must be in operational condition and satisfy the safety requirements that apply at any given time. If the object of hire provided deviates from the agreement, the hirer must immediately notify UCO, who can deliver a new object of hire or rectify the first one provided. If a significant fault is not rectified, the hirer has the right to terminate the agreement. These hire terms also apply to all additional equipment, tools, etc., that may be delivered to the tenant even though they are not specifically mentioned in the agreement.

### 4. OPERATIONAL GUARANTEE

UCO offers registered business customers a so-called "Operational Guarantee". For further details regarding this guarantee, please visit UCO's website ([uco.no](http://uco.no)). If making a claim under the guarantee, travel time is not included and the amount of the credit cannot exceed the total invoiced hire charge. The hire charge covered by UCO's "Operational Guarantee" is otherwise governed by UCO's General Terms, as stated in this document.

### 5. USE AND SUPERVISION OF THE OBJECT OF HIRE

The hirer is responsible for the use of the object of hire. He must ensure that the user/driver has the necessary skills, as prescribed by current regulations and official requirements. The hirer must comply with the current daily maintenance regulations, in accordance with the user manual. The hirer is responsible for all other operational maintenance, such as changing a tyre in the event of a puncture and materials that are normally replaced during operations. The hire charge does not cover fuel and lubricants. The hirer is also obliged to make the machines available for services / the annual inspection. The object of hire shall only be used for the purposes and under such operating conditions for which it was intended. It shall not be subjected to specific environment burdens without prior written consent. Nor shall it be subjected to stresses or used for purposes for which it was not intended. You cannot sublet or use the object of hire outside Norway without receiving prior authorisation from UCO. The hirer cannot transfer his rights under this agreement to others or take any legal measures affecting the object of hire. UCO may inspect the object of hire at any time and the hirer will keep UCO informed regarding where the object is being used.

### 6. INSURANCE

#### 6.1 Insuring the object of hire

The object of hire is insured (throughout Scandinavia) during the hire period against theft, damage caused during a burglary and natural disasters. For damage covered by the insurance, the excess is NOK 15,000. If the purchase price on the day of the damage is less than NOK 15,000, the excess is the replacement price.

The insurance premium is charged to the hirer together with 5% of the agreed hire charge agreed per calendar day. For private customers, the excess is NOK 5,000 against a premium of 6%.

The following safety precautions apply to cases of theft:

If the weight or the volume of the object of hire means that it cannot be stored in an approved locked room, it must be stored in an equally satisfactory manner,

For example:

A. Objects of hire equipped with propulsion engines must be locked with the ignition key.

If possible, the driver's cab must be locked (the keys should be removed).

B. An object of hire with a trailer must be secured with a drawbar.

C. Other objects of hire must be locked inside a container or locked with a padlock and chain, so that the lock (category 1) must be broken in order to remove the object of hire. This last point also applies to objects of hire under A and B if suitable security measures cannot be implemented.

In the event of theft, the hirer is responsible for the matter being reported to the police and a copy of the police report being sent to UCO. In the case of theft or damage, the hirer must provide UCO with a completed damage report.

### 6.2 Hirer's insurance

The hirer must take out hirer liability insurance, in accordance with section 9 of the hire terms.

### 7. TERMINATION

For per day or per week agreements, the agreement can be terminated by the hirer with 1 day's notice. For per month agreements, one week's notice is required unless otherwise agreed in writing. If the object of hire is not handled in a satisfactory manner, UCO can terminate the contract with immediate effect, as well as collect the object of hire at the hirer's expense. The same applies if the hire charge or any additional charges are not paid on time, the hirer becomes bankrupt, declares himself or proves to be insolvent, or if a significant term of the agreement is breached.

### 8. RETURN

When the hire period comes to an end, the hirer must return the object of hire to the UCO's department it was delivered from or to another agreed location. He does so at his own expense and risk. Upon return, the object of hire must be complete, including all additional equipment and instructional materials. Everything must have been cleaned and in the same condition as it was upon delivery, with allowances made for normal wear and tear. The hirer will have to pay any expenses incurred due to defects, necessary cleaning etc., as well as any final repairs that have to be carried out due to extraordinary deterioration. UCO is entitled to subsequently invoice the hirer in connection with the latter. A failure to return an object of hire may result in the hirer being required to pay the purchase value of a new object of hire. If the hirer fails to fulfil his duty to return the object of hire at the end of the hire period, the hirer accepts that the hire company may demand compulsory return, without having to resort to legal action, as per §13-2, paragraph 2, letter b. of the Norwegian Enforcement Act. Furthermore, the hirer agrees that the enforcement of returns without legal action shall take place if the agreed hire charge is not paid on time, as per § 13-2, paragraph 2, letter b, of the Norwegian Enforcement Act.

### 9. RISK AND RESPONSIBILITY

The risk attached to the object of hire passes to the hirer from the moment the object of hire handed over. The risk is borne by the hirer until it is returned.

UCO cannot be held responsible if the object of hire does not satisfy the tenant's needs. UCO cannot be held liable for indirect loss, including damage and costs suffered as a result of a service interruption, forced returns or late deliveries of the object of hire, unless UCO or one of its agents has acted with gross negligence or intent. In addition to UCO's liability under the Norwegian Car Liability Act, the hirer is liable for every aspect pertaining to the lease, including loss of property, damage to property and injury to people as well as consequential damages that the object of hire or the way it is used may cause the hirer, the hirer's employees, users, third parties or third party property. This does not apply if damage is caused by a technical failure, which the hirer had not discovered – nor should have been expected to discover – whilst using the object of hire. Should any damage occur, UCO shall immediately be notified, irrespective of fault or causation. Major repairs shall not be initiated without UCO's written consent.

### 10. DISPUTES

Disputes arising in connection with this agreement will be resolved via negotiations. The hirer cannot retain more than the disputed amount. If the negotiations do not result in an agreement between the parties, the dispute regarding the contractual conditions shall be settled by standard legal proceedings unless the parties agree to settle the dispute by means of arbitration.