

I General provisions

§ 1 General, scope

These general rental conditions apply to this rental agreement between EURO-Leasing A/S, Hermesvej 31, 6330 Padborg (hereinafter referred to as the lessor) and the lessee stated in this rental agreement (hereinafter referred to as the lessee). The lessor does not recognise conflicting conditions or derogations derived from such conflicting conditions on the part of the lessee, unless the lessor has expressly approved their validity in writing. These general rental conditions also apply even if the lessor, without reservations, were to conclude or has concluded agreements with the lessee with knowledge of the lessee's derogations derived from these rental conditions. All agreements concluded between the lessee and the lessor regarding this contract are written down in the rental agreement or these general rental conditions. Verbal supplemental agreements are not available. These rental conditions also apply to all future business transactions with the lessee.

§ 2 Payment conditions, offsetting

The monthly rental fee for the rented object(s) shall consist of a basic rental fee for the rented object(s), any public taxes, insurance premiums and excess, as well as other remuneration for optional services (tire service „Tire Care“, telematics), all including VAT. Additionally, fees are invoiced for the check-in and check-out of the rented object(s) and the preparation of the rented object(s) for use of telematics service, as well as any default interest, all including VAT.

Unless otherwise stated under Comments in the rental contract, the rental fee for trucks is due monthly in advance, while the rental fee for trailers is due in the current month plus 14 days. All other payments are due in the current month plus 30 days. This applies even if any pro forma invoices for accounting purposes may not yet be available.

All payments are offset, regardless of the lessee's specification of the payment purpose, first in any claims for damages against the lessee as a result of damage to the rented object(s), then in any claims for damages from third parties that may be made against the lessor, and which the lessor, according to the rental contract, can demand to be indemnified against by the lessee, then in the, at any time, most recent rental fee and lastly in other claims. The lessee may only offset the lessor's claims in undisputed, or through final court decision, declared counterclaims. The lessee also disclaims all rights to exercise a lien on the rented object(s) for any claims against the lessor.

§ 3 Change in prices

The rental fee is based on the current prices at the time of the offer and the lessor reserves the right to change the rental fee due to price and/or cost increases, including but not limited to price and/or cost increases from lessor's supplier(s) of the rented object(s). The lessor is entitled to change the rental fee until the beginning of the rental period.

Notwithstanding the above, after delivery of the rented object(s), the lessor reserves the right to adjust the rental fee, and other prices agreed upon in the rental contract, at its own discretion twice a year, and for the first time six months after the beginning of the rental period. The lessor will give reasonable notice of any price increase.

§ 4 Payment delay

Subject to further claims, in the event that the lessee is in default with a due payment, the lessor is entitled, as a loss upon the delay, to demand interest on past due payments of 12% per year as well as EUR 68.00 per reminder, unless a greater loss is demonstrated by the lessor in each case.

As collateral for its claims and at the lessee's expense, the lessor is entitled to take immediate possession of the rented object(s) and withhold it without terminating the contract, and without the lessee thereby being entitled to terminate or cancel the rental agreement. If the lessee pays the past due rental fees within three working days after the lessor or its representative has taken the object of the contract into its possession, the lessee can demand that the contract continue after the rented object(s) has been delivered back to the lessee. The lessee expressly approves the above-mentioned removal of the rented object(s) and is not entitled to object to the lessor taking possession of the rented object(s). The lessee shall pay all thereby incurred costs and expenses, and the liability for the object during transport and the lessor or third party's storage of the rented object(s), shall be borne by the lessee. The lessee is not exempt from paying the rental fee in the period during which the lessor has taken the object into its possession by virtue of this provision, or entitled to demand a reduction in the rental fee for this period.

§ 5 Rental deposit

The lessee shall pay a cash deposit upon conclusion of the contract, but no later than the lessor's delivery of the rented object(s) to the lessee. The deposit shall not bear interest. During the term of the contract, the lessee may seek to pay off its past due claims from the deposit in accordance with the contract. In this case, the lessee is obligated to immediately increase the deposit amount again to the original amount. During the term of the contract, the lessee is not entitled to offset repayment claims arising from the deposit in the lessor's past due claims, unless these claims are undisputed by the lessor or declared by final court decision.

Upon termination of the contract and the lessee's compliance with all its obligations under the contract, the lessor shall calculate the remaining deposit and pay the remaining deposit amount to the lessee.

Upon the lessor's offsetting of claims against the lessee in the deposit, offsetting is first performed in any claims against the lessee as a result of damage to the rented object(s), then in any claims for damages by third parties that may be made against the lessor, and which the lessor shall be indemnified against by the lessee according to the rental contract, then in the most recent rental fee and lastly in other claims against the lessee.

§ 6 Limitation of liability

Notwithstanding the other provisions of these general rental conditions, and except as provided in Section II, § 4 above, the lessor is indemnified in relation to the lessee against any claims due to legal or factual defects in the rented object(s) or due to the lessor's situation in general, except in cases of errors or defects noted by the lessee in the check-out report mentioned in Section II, § 3 and if the lessor has not remediated such an error or defect. This limitation of liability includes, but not exclusively, hidden errors and defects in the rented object(s).

The lessor is in any case exempt from any liability for indirect losses, including operating losses, loss of profits or other consequential losses, which the lessee may suffer as a result of delays, defects, damage or loss, and regardless of whether the lessor bears the risk of such circumstances or not. The lessor is also exempt from any liability for damage to cargo and similar consequential losses. This limitation of liability for indirect losses and consequential losses applies even if the loss is caused by a defect covered by Section II, § 4 in these general conditions.

The lessor is not liable for damages, which the lessee may be required to pay, regardless of how the damage occurred, including as a result of defects in the rented object(s).

The lessee shall bear the risk of damage, which the rented object(s) may cause to persons or property, including as a result of defects in or dangerous characteristics of the rented object(s). The lessee shall indemnify the lessor with regard to claims that may be raised against the lessor as the owner of the rented object(s) due to defects or dangerous characteristics.

The limitation of liability in this provision also applies in favour of the lessor's Board of Directors and management as well as the lessor's employees regardless of their job title.

Any of the lessee's claims for damages shall become obsolete no later than one year after the lessor has become or ought to have become aware of these claims. However, this provision does not entail any reduction in the lessee's obligation to immediately submit a complaint regarding any defects, claims for damages, etc.

§ 7 Termination/cancellation

If the term of the rental contract is agreed to be 3 months or less, the rental contract may be terminated with a notice of five working days. If the term of the rental contract is agreed to be between 3 and 12 months, the rental contract may be terminated with a notice of one month. If the agreed term is longer than 12 months or of indefinite duration, the rental contract may be terminated with a notice of 3 months. Notwithstanding a non-termination period is agreed between the parties, the lessor may terminate the contract with the above-mentioned notice periods during the non-termination period. The lessee may not terminate the rental contract during the non-termination period, and thus termination by the lessee with the above-mentioned notice periods cannot occur until after the expiry of the non-termination period. In this situation, the term of the rental contract is also calculated from the conclusion of the rental contract and not from the expiry of the non-termination period, when determining the length of the termination notice. If there is a material breach of the rental contract or these general rental conditions or contract terms in general, the contract may be terminated without notice by either party. The termination/cancellation shall in any case be in writing.

If the lessee terminates the rental contract prior to the beginning of the rental period, the lessee shall pay an amount of compensation to the lessor equivalent to six months' rental fee.

- The lessor is particularly – but not exclusively – entitled to terminate the agreement, if the lessee does not pay all or part of the rental fee or other financial requirements on time.
- the lessee violates provisions in this contract and the consequences thereof, despite the lessor's request to do so, are not remedied immediately. A request to do so is not required if the breach or violation of contractual obligations is so severe that the lessor cannot reasonably be required to continue the contract
- the lessee dies, goes bankrupt, become subject to reconstruction proceedings, suspends its payments, opens negotiations on composition or voluntary arrangement or enters liquidation, or if individual foreclosure and enforcement actions are initiated against the lessee, or the lessee is registered in RKI/Experian.
- the lessee has provided false information to the lessor regarding circumstances of significance to the contract, in particular inaccurate or incomplete information regarding its financial circumstances,
- the lessee consistently and/or severely violates its custody obligations towards the rented object(s) or fails to take out insurance or ceases to pay insurance premiums.
- The rented object(s) is impounded or confiscated.

§ 8 The lessor's transfer of the contract

The lessor is entitled to transfer its rights under this contract and the contract as such to third parties. The lessor's transfer may be for the purpose of ownership or surety and does not require the lessee's prior consent. Upon the conclusion of this contract, the lessee agrees to such a transfer of the contract. If the lessor has transferred the rental contract to a third party, the lessee cannot make objections or claims against the lessor (the transferor), which did not arise under the contract and which arose before the transfer, applicable against the transferee. These objections and claims can only be made against the lessor (the transferor).

§ 9 The lessee's transfer of the contract, heir's/heirs' rights, joint and several liability

The transfer of the lessee's rights and claims under the rental contract requires the prior written consent of the lessor. The lessee and any liable parties shall be jointly and severally liable, and the liable parties shall accede separately.

§ 10 Data protection

Depending on the type of business, the lessee shall be obligated to provide the documentation necessary for the company's survival, including for example, current registration certificate or company report from the Danish Business Authority, if any, before the rented object(s) can be delivered. The lessee is made aware of, and expressly agrees that, the rental contract's data shall be stored and processed in accordance with applicable Danish law, including the Data Protection Act, etc., if this is necessary or useful to fulfil the agreement.

The lessee also agrees that data relating to the lessee, for example, use and settlement information, per the provisions of the Data Protection Act, shall be stored and exchanged with other companies that are part of the technical and administrative processing and transfer tasks, if this is required to fulfil the agreement. The lessee is made expressly aware and agrees that the rented object(s) are partly equipped with telematics systems that record data and information about the condition and presence of the rented object(s) and forward this to the lessor. The equipment of the rented object(s) may, where appropriate, send personal information to the lessor.

The lessee shall make the relevant users aware of this and obtain their consent. The lessee expressly agrees that the lessor may register and use the data registered within the framework of this agreement and corresponding appendices, anonymised, for statistical purposes.

The lessee may at any time and at no extra cost request information about the personal data relating to the lessee from the lessor and the service and network providers used by the lessor.

§ 11 Applicable law, venue, changes to the general business conditions, financial situation

In the event of any legal action or dispute arising out of the rental contract, these general rental conditions and appendices are governed by Danish law, and the court in Kolding shall be the agreed venue.

The lessor is entitled, due to legal changes and in its sole discretion, to change and/or supplement the terms of these general rental conditions, which form the basis of the contract if this does not result in unreasonable changes to significant contract conditions. The changes shall be notified to the lessee in writing. They shall be considered approved if the lessee does not submit a written objection. The objection shall be sent to the lessor by the lessee within six weeks after notification.

Only the lessor's Director or Board of Directors is authorised to make changes or derogations from the terms of these general provisions. Changes or derogations made without the lessor's Director or Board of Directors' consent are void.

Throughout the term of the contract and at the lessor's request, the lessee is obligated to provide information on its financial situation, particularly its operating and cash budgets and its relevant monthly budget follow-ups, internal financial statements and the financial information that is sent to the lessee's bank.

II. Additional provisions regarding rental

§ 1 The rented object(s)

Unless it is agreed in writing that brand new vehicles shall be provided, the lessor may provide a functioning, used vehicle. Instead of delivering the transport material stated in the rental contract, the lessor is entitled to deliver other material if it is equivalent in type, usability and equipment to what is stated in the rental contract.

§ 2 Rental period

The rental fee shall be paid as of the date when it has been agreed that the rented object(s) shall be delivered, or as of the date of the actual transfer of the rented object(s) to the lessee, if such a transfer were to be done before the agreed upon delivery date. The rental fee and other payments payable under the contract are payable from the agreed time of delivery regardless of whether the lessee has picked up the rented object(s) or not. The rental fee shall be payable until the rented object(s), as well as papers and accessories, are returned to the lessor's depot in accordance with the agreement. Delivery and return days are entire rental days. If the rented object(s) is returned after hours, the rent is calculated up to and including the subsequent working day (Monday to Friday). If upon return, damage is discovered on the rented object(s), which is attributable to the lessee, or which cannot be claimed against a third party or the insurance company as a result of lack of claim notification on the part of the lessee, the lessee shall also pay a rental fee for the period of time required to remedy the damage, including the time required to acquire the materials necessary for this purpose. If a non-termination period has been agreed that is longer than a month, and if the lessee does not take possession of the rented object(s) or if the lessee returns the rented object(s) early, the lessor may require the execution of, or after establishment of an appropriate additional deadline, terminate the contract and claim damages for breach of contract. It is not necessary to establish an appropriate additional deadline if the lessee has unilaterally brought the contract to an end or if the lessor has terminated the agreement as a result of the lessee's failure to pay the rental fee.

§ 3 Delivery and delivery time

Compliance with the lessor's delivery obligation requires clarification of all technical and commercial issues, as well as timely and proper fulfilment of the lessee's obligations.

If the delivery time is exceeded, the lessee must establish an appropriate additional deadline. If delivery is not completed prior to expiry of the additional deadline, the lessee is entitled to cancel the contract. The lessee is only entitled to damages as a result of a material breach equivalent to the foreseeable loss if the delay is due to intent or gross negligence on the part of the lessor. Moreover, the liability is limited to 50% of the loss documented by the lessee and is subject to the limitations of liability in Section I, § 5.

The lessee shall immediately assume the rented object(s) and pay the rental fee and other payments payable to the lessor when the lessor has announced that it is available in the lessor's depot. The risk of the rented object(s), including the risk of accidental loss or deterioration, shall transfer to the lessee at this time. If the lessee is delayed in receiving the rented object(s) or if the lessee neglects other obligations to participate, the lessor is entitled to claim damages for its incurred loss, including any additional expenses.

The lessee shall designate and authorise one person (the lessee's representative) to pick up the rented object(s). The lessee's representative shall participate in the inspection of the rented object(s) and shall help prepare a condition report for the lessee, in which any identified defects shall be recorded in writing in a checkout report. The lessee's representative is obligated to provide a power of attorney and a copy of his/her proof of identification to the lessor so that the representative's identity can be established before the rented object(s) is transferred to the representative. It is a crucial obligation of the lessee to perform an inspection of the rented object(s) immediately after the delivery.

The lessee or the lessee's representative shall in this regard do his utmost to ensure that the rented object(s) are inspected thoroughly and must promptly give notice of any defects or other non-conformities. The lessee or the lessee's representative is made aware that warranty claims against the supplier will otherwise lapse, which may result in the lessee losing the right to make its own claims as well as the lessor's claims against the supplier. The lessee shall immediately confirm to the lessor that the rented object(s) has been delivered in accordance with the agreement. If the rental contract includes partial deliveries, the above-mentioned provisions shall also apply.

Upon receipt of the checkout report, the lessee declares having received the rented object(s) in the condition stated in the contract, and that the rented object(s) meets the purposes for which the lessee shall use the rented object(s) unless the lessee has submitted a substantiated and specified notice of defects no later than 14 days from receipt of the rented object(s). The lessor is not obligated to remediate damage or defects stated in the checkout report, if these do not preclude the use of the rented object(s).

§ 4 Defects

The lessor transfers the rented object(s) to the lessee in roadworthy and working order. The lessee's rights require that the lessee has met its inspection and complaint obligations.

If there is a defect in the rented object(s), which the lessor is responsible for and which the lessee could not have discovered through thorough inspection of the rented object(s), the lessor is entitled, at its sole discretion, to remediate the defect or replace it. In the case of remediation of the defect, the lessor is required to bear all expenses necessary for the remediation, especially transport, road, labour and material costs, unless these are increased by the rented object(s) being taken to a place other than the place of delivery.

If the lessor is not willing or unable to perform remediation/replacement, particularly if remediation/replacement is delayed beyond appropriate deadlines for reasons, for which the lessor is responsible, or if the remediation/replacement otherwise fails, the lessee is entitled to cancel the contract in the event of a serious defect.

Unless otherwise expressly provided in these general rental conditions, the lessee may not make further claims against the lessor, regardless of the legal reasons. The lessor shall therefore not be liable, for example, for damage that has not occurred to the rented object(s) itself, and the lessee cannot claim damages or a proportionate reduction against the lessor. The lessor's defect liability, irrespective of the nature of the defect, ceases 1 month after the risk of the rented object(s) has transferred to the lessee.

If and to the extent that the lessee discovers a defect in the rented object(s), irrespective of the nature of the defect, the lessee must give written, specified and substantiated notice of defects to the lessor within 14 days from receipt of the checkout report or from the time of delivery of the rented object(s) if this is before the receipt of the checkout report. Non-compliance with the period within which notice must be given of any defects will result in the lapse of all the lessee's remedies for breach.

§ 5 Use of the rented object(s)

The lessee is obligated to treat the rented object(s) correctly and carefully and keep it in a proper technical, roadworthy and working order and appearance-wise condition. Unless it is agreed in the rental contract that the lessor shall bear the costs of maintaining the rented object(s), the lessee shall bear the costs of maintaining the rented object(s), and the lessee shall comply with the manufacturer's and/or the lessor's instructions at the lessee's own cost. The lessee's obligations in this regard include washing and cleaning and daily monitoring of tire pressure and tread pattern, ensuring that the wheel nuts are tightened and that the technical equipment is working properly. The lessee shall use the rented object(s) with the greatest care and shall carefully protect it against danger and loss.

The lessee is liable for third parties, to whom the lessee grants right of disposal over the rented object(s), including fines. This particularly applies to unaccompanied transport by ferry or train, including loading.

The lessee must carefully monitor the loading and unloading of the rented object(s). Upon request, the lessee is always required to inform the lessor of the location of the rented object(s) and periodically present it to the lessor for inspection at the nearest depot. If the rented object(s) is detained or seized by third parties or by an authority, the lessor shall be informed thereof within 24 hours by e-mail or fax. The lessee shall still pay rental fee in this case, unless the seizure/detention is attributable to the lessor as intentional or gross negligence. The lessee may not sublease or in any other way transfer the rented object(s) to a third party without the lessor's prior written consent. The lessor's refusal to grant such consent does not give the lessee the right to terminate or cancel the agreement. The lessee may use the rented object(s) within the EU's borders. The lessee shall not, without the lessor's prior written consent, use the rented object(s) outside the EU's borders. The lessor's refusal to grant such consent does not give the lessee the right to terminate or cancel the agreement.

The drivers who drive rented trucks or trucks that tow rented trailers, must be in possession of a valid driver's license. The lessee confirms that it has inspected the rented object(s) and, upon delivery to the lessee, found this to be in flawless condition and conforming to the contract. The lessee guarantees that the rented object(s) shall be used with professional care and in accordance with the specifications for the rented object(s). In this regard, the lessee shall:

- Not transport materials that can make the rented object(s) less suitable or unfit for transporting other goods.
- Act in strict accordance with existing traffic legislation, registration legislation and all other relevant laws, regulations and other obligations, both national and international, including future laws, regulations and obligations that may otherwise apply in the country where the rented object(s) is used in order to protect the lessor against any risk that it be held liable by third parties.
- Only use the rented object(s) on properly paved driving lanes.
- Not transport dangerous goods. Any transportation of dangerous goods is prohibited. The lessee shall indemnify the lessor against all claims from third parties arising out of the transportation of dangerous goods.

Subsequent changes and additional attachments to or markings on the rented object(s) require the lessor's prior written consent. Upon expiry of the rental contract, the lessor may decide that the above-mentioned attachments/modifications etc. shall transfer to the lessor's property free of charge, or the rented object(s) shall be returned to their original state at the lessee's expense.

The lessor is entitled to equip the rented object(s) with its company name, its logo or trademark. The lessee is not entitled to remove, cover or otherwise make these signs unrecognisable.

In terms of the lessor's submission of claims against the owner or driver of the tractor unit used in front of a rented trailer, the lessee shall, during the rental and use period, document the registration number, name and address of the owner and driver as well as the date and duration of the relevant tractor unit's use. The lessee shall obtain consent for the storage and disclosure of data should this be necessary under privacy legislation. Upon the lessor's request, the lessee shall immediately forward all mentioned data regarding the tractor units' use to the lessor.

§ 6 Contractual Penalties

In the event that the lessee does not or only partially fulfil its documentation obligations or otherwise is delayed in fulfilling its disclosure obligation under this contract, cf. for example, Section I, § 10, and Section II, §§ 5, 8 and 9, the lessee shall, for any breach of these contractual obligations, pay a contractual penalty of EUR 1,343.00 to the lessor.

In the event of continued delay, i.e. delay that persists for a period of more than 8 days, each commenced 8-day period within which the lessee's breach has not yet been re-mediated shall be regarded as a new breach. The lessee would therefore have to pay contractual penalties for each commenced 8-day period during which the breach has not yet been remediated.

The lessee's payment of contractual penalties shall not preclude the lessor from using customary remedies as a result of the lessee's failure to meet its documentation and disclosure obligations. The lessor shall continue to be entitled to cancel the rental agreement and, to the extent that the lessor's loss exceeds the contractual penalties resulting from the lessee's breach, claim damages from the lessee in accordance with Danish law.

§ 7 Fees, duties, taxes, fines

The lessee guarantees to the lessor that all the lessee's accrued private or public fees, duties, and taxes and fines related to the rented object(s) shall be paid on time. In particular, the lessee shall pay road tolls, including highway tolls and the like. The lessee shall assume all rights and obligations under the relevant legislation, including, for example, German law regarding toll debtors.

The lessee guarantees that if a third party makes claims against the lessor for private or public fees, duties, taxes, fines, tolls, etc., which have not been paid or have not been paid on time, then the lessee shall immediately, upon receipt of the lessor's written notice thereof, reimburse the lessor the amounts that the lessor may have paid. The lessor is not obligated to object to, or otherwise take legal action against, the mentioned claims by third parties. The lessor will only object or otherwise take legal action in connection with a third party claim as described above, if the lessee requests the lessor do so in writing and if the lessee has deposited an amount in advance to cover the costs, which the lessor, at its sole reasonable discretion, deems will be necessary for such steps.

§ 8 Insurance

The lessee guarantees that the transport vehicle will only be towed by rigids with adequate liability insurance coverage.

The rented object(s) is insured in accordance with what is stated in this rental agreement.

If it is agreed that the lessor shall take out insurance at the lessee's expense, the lessee is required to meet the obligations imposed on the lessor by the insurance company. Non-compliance constitutes a material breach of the rental contract.

If it is agreed that the lessee shall take out comprehensive and downtime insurance, the lessee is responsible for ensuring that the comprehensive insurance and/or any additional insurance covers at least the new price for the rented object(s) during the first 18 months of the term of the rental contract, and subsequently covers at least the book value of the rented object(s) for the lessor in the event of loss or total damage to the rented object(s). For the purposes of these rental conditions, a new price means the price that it costs to acquire a brand-new version of a rented object.

In the case of loss of or total damage to the rented object(s), the lessee shall be liable to the lessor for any difference between the amount paid by the insurance and the above-mentioned minimum coverage. This applies regardless of whether the loss/total damage is attributable to the lessee as negligence or not.

If the lessee entrusts the insured objects to a third party, it must ensure that the obligations set forth in the insurance agreement are known and observed by the third party.

The lessee shall also be liable for the lessor's losses arising from the insurance company being exempt from payment due to breach of an obligation, and the breach being caused by the lessee.

Likewise, the lessee shall be liable for a corresponding loss by the lessor due to the behaviour of a third party who has been entrusted with the insured object, and the behaviour in question leads to the insurance company not covering the lessor's losses.

The lessee shall also be liable for the lessor's losses which are not covered by the insurance if the loss is caused by the lessee.

The lessee shall under all circumstances pay the excess. If the insurance company increases the lessor's insurance premium as a result of conditions that were fully or partially caused by the lessee, the lessee shall bear the cost of the increased insurance premium.

The lessee is entitled, at its own expense, to take out additional insurance with its own insurance company.

Upon request from the lessor, the lessee is obligated to immediately disclose the information regarding the prevailing insurance policies on/for the rented object(s), which the lessor may request.

§ 9 Damage, destruction, loss and accidents

The risk of damage to, accidental destruction or loss of the rented object(s) shall be borne by the lessee. Such events shall not exempt the lessee from its payment and other contractual obligations. In case of damage to, accidental destruction or loss of the rented object(s), the lessee shall immediately inform the lessor thereof in writing. In the event that the rented object(s) are completely lost, the lessee may be released from the contract prematurely. In this case, the lessee shall, without prejudice to due payment obligations and as compensation to the lessor, pay the sum of the current discounted value of future rental payments at the time of the premature termination of the contract, as well as other financing costs until the expiry of the rental contract regardless of the cause of loss of the rented object(s), etc. and regardless of whether the lessee may terminate the rental contract after the occurrence of incidents under clause 9. For theft or other loss of the rented object(s), a police report must be filed immediately, and the lessor shall be informed thereof within 24 hours by e-mail or fax.

In the event of accidents, except for trivial damage, a claim shall be submitted to the insurance company immediately and a police report shall be filed. Trivial damage means damage where the repair costs are expected to be below EUR 336.00 net. In addition, the lessee shall immediately, and as far as possible before the lessee's remediation of the damage, notify the lessor of any accident or operational damage with estimated repair costs of over EUR 336.00 net, and otherwise of any damage which the lessor, according to the lessee, must compensate. The lessee shall provide all necessary information to counter claims by third parties or to submit the lessor's own claims. Only the lessor is entitled to obtain expert statements for the purpose of damage assessment. The lessee shall, after consultation with the lessor, allow damage on the rented object(s) to be remediated at an authorised specialist garage, unless the lessor expressly provides other instructions. The above-mentioned also applies to damage covered by the insurance.

§ 10 Wear on tires

The rental contract includes tire wear of 1 mm per commenced month of the rental period, excluding spare wheels for each carrying wheel. If the tires are to be replaced for reasons other than normal wear and tear (e.g. colliding with objects, damage to the sides of the tire, etc.) or if the tire wear, except for the spare wheel, exceeds 1 mm per commenced month, the lessee shall bear these costs with 1/13 of the price of new tires plus installation costs for each millimetre that must be replaced, unless otherwise agreed. The latter rate also applies to the calculation of the proportional residual value of a new or previously used tire which the lessee must replace because it has become useless or has been lost during the rental period. Any repair by third party in the event of accidents, emergency breakdown, etc. without the lessor's approval will result in the lapse of any claim against the lessor.

§ 11 Rental contract with costs of wear, maintenance and inspection

If agreed in the rental contract, the lessor shall bear the customary costs for the remediation of wear, repair and maintenance work and customary costs of technical inspections. Such work is performed in one of the lessor's depots or, after obtaining a cost estimate and the lessor's prior approval, at a garage specified by the lessor.

§ 12 Rental contract without costs of wear, maintenance and inspection

The lessee shall bear all costs associated with the remediation of wear, repair and maintenance work as well as technical inspections. The lessee shall ensure that all prescribed technical inspections, regardless of whether prescribed by the manufacturer, lessor or legislation, are performed in a timely manner and that the rented object(s) is otherwise maintained adequately. Such work must be performed according to the manufacturer and/or the lessor's instructions and must also only be performed after the lessor's prior written approval. For repairs and maintenance, the lessee may only use original spare parts and all repair/service shall be performed by a repairman approved by the lessor. In the event of returns, tires and other parts that are worn and thus consumed as a natural part of the use of the rented object(s), must be in the same condition as when the lessee took over the rented object(s) upon commencement of the rental agreement. The lessee's obligation to pay the rental fee shall continue for the time needed for maintenance. The lessee shall also ensure that servicing prescribed by the manufacturer of the rented object(s) is performed at an authorised garage at the lessee's expense.

§ 13 Return of the rented object(s) upon termination of the rental contract

Upon termination of the rental contract, regardless of the reason, the lessee shall, at its own risk and expense, return the rented object(s) along with accessories and all corresponding documentation with current insurance to a location designated by the lessor during normal business hours on weekdays. If no return location is designated, the rented object(s) shall be returned to the lessor's depot.

If the rented object(s) is not returned at the time of the rental contract's termination, the lessee shall be in default without requiring a reminder from the lessor. The rented object(s) shall be returned completely and in the same condition as when the lessee received it (including the corresponding valid documents), with the exception of normal wear.

Upon return of the rented object(s), a check-in report shall be prepared on the condition of the rented object(s), which must be signed by a representative of the lessee. The check-in report may form the basis of the lessor's claim upon return regardless of whether the check-in report has been signed by the lessee or not. If defects are noted in the check-in report, or in the case of an incomplete return, or if the rented object(s) is otherwise not in the same condition as when the lessee received it (including documents), with the exception of normal wear, the lessor's claims and rights under the contract shall continue to be valid, and the lessor may remediate these defects at the lessee's expense. The lessor is entitled to settle according to an estimate or based on a statement from an expert appointed by the lessor. The lessee is entitled to demand reasonable compensation for the preparation of the estimate or the expert's report, however, for a maximum of EUR 81.00. The lessor's claims for damages are due upon demand when the lessor or an authorized garage has remediated all the defects. The lessee is obligated to continue payment of the rental fee until the date upon which the lessor receives the rented object(s) in the condition in which it was upon delivery. In the event of delayed return, the lessee shall, for each day of delay and as compensation for the use, be obligated to pay 1/30 of the average monthly rental fee (the sum of rental payments to be paid, divided by the rental period). The lessor reserves the right to demonstrate a greater loss and charge the lessee for this.

If the rented object(s) is returned with cargo or taken back through the enforcement court for a fee, and the cargo is not picked up within 24 (twenty four) hours after the lessor has given notice thereof to the lessee, then the lessor shall be entitled to, or through a third party, store the cargo at the lessee's expense. For perishable goods, the lessor may have the goods destroyed at the lessee's expense if storage is disproportionately expensive or impossible. If the goods are owned by the lessee, the lessor may, for the satisfaction of its claim, sell the goods by auctioning off the cargo. The proceeds from this shall, to the extent possible and after deducting all costs of the auction, be used to offset the lessor's claim against the lessee.

III Additional provisions regarding telematics and general provisions

§ 1 Product description, prices

The lessor offers the lessee additional telematic services in connection with rental of the rented object(s).

In this regard, the lessor equips the rented object(s) with a telematics device that regularly registers specific data and information about the rented object(s) and forwards it to the lessor through a mobile connection.

The telematics device contains a SIM card, which is necessary for the data transfer. The transfer of data is free for the lessee within Europe's borders. The lessee shall pay the costs incurred outside Europe's borders, according to consumption.

The lessor processes the data in accordance with the agreed scope of services and makes them available to the lessee through an Internet portal.

The scope of services and prices depend on the ordered package, transfer frequency and the type of rented object(s). The scope of services and prices as well as additional fees are stated in the lessor's current price lists, which the lessee has read. All prices therein are stated excl. VAT.

The lessor is entitled to use external service providers and network operators to pay for the service. The additional telematic services are paid per these general rental conditions' Section I, § 2, together with the monthly rental fee.

§ 2 Rights of use

If the services, which the lessor or the used service providers pay for, are legally protected, in particular copyright, the lessee shall obtain a non-exclusive right of use that cannot be transferred or sublicensed in connection with the lessee's own business purposes, for the contract term for these services. The lessee is especially not entitled to transfer such data or information to third parties. During the contract term, the lessee shall obtain a simple, non-transferable right of use to the data and information that is sent to the lessee in accordance with this agreement or which is otherwise made available to the lessee solely for the lessee's own business purposes.

The lessee shall only use this data in accordance with applicable law, including the prevailing privacy legislation.

§ 3 The lessee's liability

The lessee shall not open or modify the telematics device that is made available to the lessee. In particular, the SIM card shall not be removed. The SIM card may only be used in connection with the lessor's telematic service system. The lessee is obligated to safely protect the telematics device against unauthorised third party access and use. If the SIM card or telematics device is damaged, destroyed or lost, the lessee shall inform the lessor thereof within 24 hours by e-mail or fax.

The lessee is liable for damage suffered by the lessor through the SIM card, which has been provided to the lessee, or the telematics system being used for other systems or by a third party, or if the lessee does not fulfil its obligation to inform the lessor thereof in a timely manner.

The lessee shall immediately notify the lessor in writing of any malfunction in the telematics device.

The lessee shall provide the lessor, and/or the service provider used by the lessor, access to perform the necessary remediation in the event of malfunction, including in particular, access to modify hardware and software.

It is the lessee's responsibility to make sure that the lessee's computer systems and communication equipment are suitable for and compatible with the information and data which the lessor makes available under the telematics agreement.

§ 4 Contract term, termination

The duration of the telematics agreement depends on the rental conditions that form the basis of the telematics agreement. Termination/cancellation of the rental contract is also a termination/cancellation of the telematics service agreement. Both the lessee and the lessor can separately terminate the telematics service agreement without such a termination affecting the rental contract regarding the rented object(s). Such a separate termination of the telematics service agreement can be made in writing with 14 days' notice to the end of a calendar month.

If there is a material breach, either party may terminate the telematics service agreement unilaterally without notice. In the event of the lessee's material breach of the telematics service agreement, the lessor is also entitled to terminate the entire rental agreement. The lessor is particularly entitled to unilaterally terminate the telematics service agreement or the entire rental agreement, if the lessee does not comply with material provisions in the telematics service agreement and does not remediate the consequences thereof immediately after the lessor has demanded that the lessee do so. Such a demand is not necessary if the lessee's breach of its contractual obligations is so severe that it is not reasonable to demand that the lessor continue the agreement.

- the lessee persistently and/or in a serious manner uses the SIM card the lessee has been provided with for non-authorised purposes and in particular for other systems,

- the lessee persistently and/or in a serious manner violates the provisions in Section III, § 3, including, in particular, providing data and information to third parties.

The lessor's breach of the telematics service agreement only grants the lessee the right to terminate the telematics service agreement. The lessee may only terminate the rental contract regarding the rented object(s) in the event that the lessor has breached its obligations under the rental contract itself.

Termination/cancellation shall under all circumstances be done in writing.

If the telematics service agreement is terminated without notice, the lessor is entitled to block the SIM card and/or demand its return at the lessee's expense and risk. The return location is the lessor's headquarters in Padborg.

§ 5 Warranty, liability

The lessor shall ensure the operation of the telematics system at the current technical level.

The lessor shall immediately inform the relevant network operator of grid disturbances after the lessee has notified the lessor of such disturbances.

The lessor shall remediate device errors unless such errors are attributable to the lessee. After prior written agreement with the lessor, the lessee shall have the error remediated at a professional garage specified by the lessor. The lessor's liability is limited according to the provision in the general rental conditions, Section I, § 5.

In addition, the lessor assumes no liability for direct or indirect economic losses, property damage or other types of damage/losses that may arise from the use, and where the cause is not within the lessor's immediate influence. In particular, the lessor assumes no liability for the data made available to the lessee being correct. The lessor does not control this data.

In particular, the lessor is not liable for losses due to operational disruptions, which are not caused by the lessor's circumstances. This particularly applies to operational disruptions as a result of force majeure and other unforeseeable, exceptional circumstances, for example, strike, lock-out, orders from the authorities, epidemics and pandemics, malfunctions and failure of the GSM and/or GPS system, lack of access to or overloading of the mobile network. Even if such operational disruptions were to occur in the lessor's or its service providers' services, the lessor is not liable for losses resulting from such disruptions, including losses that may arise in connection with binding deadlines and dates.

Furthermore, the lessor does not assume any liability for operational disruptions that may occur due to technical or other measures (e.g. software updates, maintenance, repairs, etc.) in the lessor's or its service providers' systems. In addition, the lessor provides no guarantee that its computer systems have capacity beyond what is normal.

§ 6 Validity of the other general business conditions

If no derogations from provisions have been agreed above, Section I and II in the lessor's general rental conditions shall apply.

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The lessee, or the representative of the lessee with power of attorney, shall confirm with his/her signature that s/he has read and received these general rental conditions, and shall confirm this for the lessor with his/her signature below. The signer warrants that s/he has the power required to bind the lessee under the rental contract. The lessee cannot claim that s/he is not bound by the rental contract as a result of non-compliance with the signing powers of the lessee or as a result of lack of power to bind.

The lessee's stamp and signature

Location, date

EURO-Leasing A/S

Authorised signatory

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