

### **CONTAINERTJÄNST I TYRESÖ AB 556339-5143 HEREINAFTER REFERRED TO AS THE LESSOR.**

#### **AVAILABILITY**

The following conditions shall apply unless otherwise agreed in writing between the lessor and the lessee.

#### **DELIVERY**

All rental objects are delivered ex works to the lessor's warehouse and must be returned to the lessor at the lessee's responsibility and expense. It is the responsibility of the lessee to ensure that there is a passable route for the delivery vehicle to the delivery/collection point. The lessee is responsible for ensuring that the rental objects can be lifted off and on to the designated location. Any failed deliveries due to the impossibility of delivery that are related to the lessee's responsibility are the responsibility of the lessee.

#### **RENTAL PERIOD**

The rental period is calculated from the date on which the rental objects are collected by the lessee or its appointed carrier, or in the case of delivery by the lessor, until the date on which the rental objects are returned to the depot by the lessee or the lessor. The rental objects shall be deemed to have been returned when the return note has been issued by the lessor. Rent is charged according to the current price list and may be adjusted during the rental period. Price adjustments will be communicated in writing at the latest two weeks prior to said adjustment.

If the lessee acts in violation of the above paragraphs, the lessee shall indemnify the lessor for any damages the lessor may suffer as a result and the lessee may be subject to prosecution. Please note that the lessor does not inspect or check the goods and their compliance with the terms of this agreement. If the lessee is suspected of acting in breach of this Agreement, the lessor has the right but not the obligation to notify the competent authorities and provide them access to the storage unit for inspection purposes at the lessee's expense. The lessor may, but is not obliged to, inform the lessee of this.

#### **RENT, INVOICING AND PAYMENT**

Basic rent is charged at each rental date, rent is calculated per calendar day. For part of a day, rent is charged as for a full day. Rent is also charged during the holiday periods unless the rental objects have been cancelled in advance and are available for collection; any costs related to transport will be charged to the lessee.

#### **SUBLETTING**

The rental objects, or rental space, may not be used by anyone other than the lessee without the lessor's consent.

#### **USE AND AVAILABILITY**

The lessee is obliged to keep the lessor informed of where the rental objects are stored or used. The lessor shall have unhindered access to this place. The rental objects may only be used for the tasks and under the working conditions for which it is intended in accordance with the operating regulations issued by the lessor. Alterations that alter the construction or function of materials must not be made. In the case of space rental for storage on premise or premise rent, the lessee may have access to the premises or site only during such hours as the lessor may from time to time determine. Normal operating hours are Monday to Thursday 6.30am - 4pm, Friday 6.30am - 1pm. In case of the need for on-call opening outside these hours, an unlocking fee will be charged to the lessee.

#### **SUPERVISION AND CARE**

The rental objects shall be well cared for by the lessee, who shall comply with the instructions issued from time to time by the lessor. On return, the rental objects shall be well cleaned and in good condition with regard to normal wear and tear. If cleaning has not been carried out, the lessee will be charged for this, and any other damage, e.g. cleaning or rubbish removal, will also be charged to the lessee. For rental units that must be cleaned in accordance with the Swedish Working Environment Act (Sw: Arbetsmiljölagen), an additional clean-up charge will be added.

At the end of the rental period, the lessee must properly clear the rented storage space. If this is not done, the lessee will be charged for the cost of cleaning.

#### **DAMAGE AND LOSS**

During the rental period, the lessee is responsible for any loss of or damage to the rental objects that cannot be attributed to normal wear and tear. Unreturned containers, machinery or other equipment will be charged at a replacement value deemed appropriate by the lessor.

### CONSEQUENTIAL DAMAGES AND LOSS

The lessee is responsible for any damage caused to him or third parties in connection with the use and placement of the rental objects during the rental period. In this context, damage also includes graffiti. The lessor shall not be liable for damage or costs resulting from interruptions in operation or delays in delivery of the rental objects.

### INSURANCE

In order to fulfil his liability under these rental conditions, the lessee is responsible for keeping the rental objects and, where applicable, the vehicles, chassis, containers, etc., well insured against all types of damage. This also applies to all types of goods stored by the lessor on his land or in premises belonging to the lessor, as well as on premises owned by the lessor as well as any of the lessor's available space.

### PAYMENT TERMS

VAT is added to the rent. If the lessor so requires, the lessee shall deposit the amount requested by the lessor as security.

### CREDIT TERMS

The lessee has the right to pay rent against issued invoices after a special credit check. Lessee with large rentals may obtain 30 days' credit after a credit check. Lessee with smaller rentals may obtain 20 days' credit after a credit check. The lessor may review the credit granted when there is reason to do so. In the event of late payment, a late payment charge will be levied at the current reference interest rate 8 % interest per month. The lessor is entitled to request security when deemed necessary. The lessor has the right to issue charges on customers with smaller rentals as stated above.

### RIGHT TO STOP

The lessor has the right to prevent a product from being handed over if the lessor suspects that the lessee/buyer is in default or that the buyer will not be able to pay according to the contract, or if it is suspected that the product is part of illegal activities or activities that may damage the lessor's brand. This also applies if the product is being transported or is available for collection at another location, e.g. at a haulage company.

### RECEIPT

If the lessee fails to make payment within the agreed period, suspends payments, goes bankrupt, initiates composition proceedings without bankruptcy or otherwise fails to fulfil his obligations under the agreement, the lessor is entitled to terminate the Agreement with immediate effect and repossess the rental objects. Such repossession shall be at the lessee's expense. If payment of the monthly storage charge and fees has not been received in full by the due date, the lessor may refuse the lessee access to the storage unit until the whole balance is evened out. The lessor may also charge an administrative fee of 150 SEK after the first reminder and an administrative fee of 400 SEK after each subsequent reminder. If any storage charge or fee payable under this Agreement is not paid within 30 days of the due date, the lessor shall also have the following rights:

- a) to break the existing lock on the storage unit and install a new one,
- b) to move the goods from the storage unit to alternative storage premises at the lessor's discretion without any liability for loss or damage arising from such movement,
- c) to charge the lessee the full cost of removing the goods from the storage unit and storage costs elsewhere, as well as any repeat costs if the lessor requires the goods to be moved further,
- d) to terminate the contract and, in the meantime, to charge a monthly fee equal to the monthly storage cost.

The lessor has the right to retain the stored goods as security for all storage costs, charges and other amounts due to the lessor, which means that access to the goods in the storage unit may be denied until full payment has been received. The lessee also accepts that this security may result in a loss of ownership of the goods in the storage unit. If the goods are lost or destroyed, the lessor will instead have a right of retention in the compensation paid by the insurance company or another party.

## GENERAL TERMS AND CONDITIONS

If payment is not made by the due date, the lessor has the right, within 30 days of the lessee being notified, to retain the stored goods without compensation and/or to sell the stored goods (to cover the lessor's total claims). If possible, the lessor shall inform the lessee in advance of the sale of the goods. The proceeds from the sale referred to in the above paragraph may be retained by the lessor and used to pay any expenses incurred by the lessor in the exercise of the lessor's rights under this paragraph and any additional amounts due to the lessor under this Agreement. The balance of the proceeds shall then be repaid to the lessee (or the relevant legal representative in the event of the lessee's inability to pay); if the lessee cannot be located or does not collect the balance of the proceeds, the lessor shall reserve this balance for the lessee.

### INSURANCE

In order to fulfil his liability under these rental conditions, the lessee is responsible for keeping the rental objects and, where applicable, the vehicles, chassis, containers, etc., well insured against all types of damage. This also applies to all types of goods stored by the lessor on his land or in premises belonging to the lessor, as well as on premises owned by the lessor as well as any of the lessor's available space.

### PAYMENT TERMS

VAT is added to the rent. If the lessor so requires, the lessee shall deposit the amount requested by the lessor as security.

### CREDIT TERMS

The lessee has the right to pay rent against issued invoices after a special credit check. Lessee with large rentals may obtain 30 days' credit after a credit check. Lessee with smaller rentals may obtain 20 days' credit after a credit check. The lessor may review the credit granted when there is reason to do so. In the event of late payment, a late payment charge will be levied at the current reference interest rate 8 % interest per month. The lessor is entitled to request security when deemed necessary. The lessor has the right to issue charges on customers with smaller rentals as stated above.

### RIGHT TO STOP

The lessor has the right to prevent a product from being handed over if the lessor suspects that the lessee/buyer is in default or that the buyer will not

be able to pay according to the contract, or if it is suspected that the product is part of illegal activities or activities that may damage the lessor's brand. This also applies if the product is being transported or is available for collection at another location, e.g. at a haulage company.

### RECEIPT

If the lessee fails to make payment within the agreed period, suspends payments, goes bankrupt, initiates composition proceedings without bankruptcy or otherwise fails to fulfil his obligations under the agreement, the lessor is entitled to terminate the Agreement with immediate effect and repossess the rental objects. Such repossession shall be at the lessee's expense. If payment of the monthly storage charge and fees has not been received in full by the due date, the lessor may refuse the lessee access to the storage unit until the whole balance is evened out. The lessor may also charge an administrative fee of 150 SEK after the first reminder and an administrative fee of 400 SEK after each subsequent reminder.

If any storage charge or fee payable under this Agreement is not paid within 30 days of the due date, the lessor shall also have the following rights:

- e) to break the existing lock on the storage unit and install a new one,
- f) to move the goods from the storage unit to alternative storage premises at the lessor's discretion without any liability for loss or damage arising from such movement,
- g) to charge the lessee the full cost of removing the goods from the storage unit and storage costs elsewhere, as well as any repeat costs if the lessor requires the goods to be moved further,
- h) to terminate the contract and, in the meantime, to charge a monthly fee equal to the monthly storage cost.

The lessor has the right to retain the stored goods as security for all storage costs, charges and other amounts due to the lessor, which means that access to the goods in the storage unit may be denied until full payment has been received. The lessee also accepts that this security may result in a loss of ownership of the goods in the storage unit. If the goods are lost or destroyed, the lessor will instead have a right of retention in the compensation paid by the

insurance company or another party. If payment is not made by the due date, the lessor has the right, within 30 days of the lessee being notified, to retain the stored goods without compensation and/or to sell the stored goods (to cover the lessor's total claims). If possible, the lessor shall inform the lessee in advance of the sale of the goods. The proceeds from the sale referred to in the above paragraph may be retained by the lessor and used to pay any expenses incurred by the lessor in the exercise of the lessor's rights under this paragraph and any additional amounts due to the lessor under this Agreement. The balance of the proceeds shall then be repaid to the lessee (or the relevant legal representative in the event of the lessee's inability to pay); if the lessee cannot be located or does not collect the balance of the proceeds, the lessor shall reserve this balance for the lessee. Nothing in this paragraph affects the lessor's right to be paid for storage costs or other debts to the lessor under the Agreement, whether or not the lessor has chosen to exercise any or all of the above rights.

### **IMPOUND**

The lessor reserves the right to refuse to hand over vehicles, chassis, containers, etc. in case he perceives a danger in delaying the payment of rents due, this only applies until the rents have been paid in full.

### **SPECIAL CONDITIONS OF PURCHASE**

The lessor, when acting in the capacity as seller reserves the right of ownership of the goods sold until the buyer has fulfilled his obligations to the seller. In the event of criminal liability, the buyer is prohibited by law from selling, pledging or otherwise disposing of the goods or any part thereof before ownership has passed to the buyer. If the buyer fails to pay on time, the seller has the right to repossess the goods.

### **DISPUTES**

Disputes arising out of the Agreement shall be settled in accordance with Swedish law and by the district court of Stockholm in the event that the parties do not agree to arbitration.

### **REFRIGERATED CONTAINER AND TRAILERS**

Refrigerated containers or trailers may only be used for normal use within a radius of 100 kilometres from the lessor's depot, unless otherwise agreed. The lessee is responsible for ensuring that he has an approved driving license category for the trailer and towing vehicle. The lessee is not responsible for goods in the cold store in the event of theft or breakdown. Any servicing of the unit during downtime is the responsibility of the lessee during normal use. The lessee may not service, rewire, or tamper with the refrigeration unit without the consent of the lessor. It is the lessee's responsibility to supply the correct amount of electricity required by the machine. Neither the refrigerated container nor the refrigerated trailer may be removed from the territory (Sweden). Unauthorised attempt to take the rental object out of Sweden means that the lessee has forfeited his right to dispose of the rental object in accordance with the Agreement, whereupon a police report for theft will follow. The lessor is not responsible for any downtime or damage to other machines/properties/electrical functions or associated goods that are knocked out during the use of the refrigerated container/refrigerated trailer. Any remediation will be charged to the lessee.

### **RETURN OF REFRIGERATED CONTAINERS AND TRAILERS**

Refrigerated containers and trailers must be returned to the same place where they were collected (not if the lessor has undertaken to deliver/pick up). The lessee is responsible for ensuring that the trailer is returned in the same condition as when it was collected, taking into account normal use. Any damage to the trailer, container or unit will be charged to the lessee. The refrigerated trailer is insured, in the event of larger damages and additional fee will be charged. In case of return outside the terms of the contract, the lessee is obliged to reimburse the lessor for all additional costs.

### **SPACE RENTAL FOR SETTING UP**

The lessor also rents space for the parking of vehicles or chassis, containers, etc. on fenced land owned or disposed of by the lessor. The lessor grants the lessee the right to dispose of and use the storage unit in accordance with the terms of the contract for the sole purpose of storing permitted goods. The lessee may not use the storage unit for any other purpose.

## GENERAL TERMS AND CONDITIONS

The lessee expressly acknowledges and agrees that nothing in the Agreement shall be construed as creating any legal right or title to the storage unit. The lessor does not act for any purpose whatsoever as warehouse keeper, guardian or supervisor of the storage unit or the goods.

### **THE FOLLOWING IS NOT ALLOWED FOR THE LESSEE:**

- no commercial activities may be conducted from the storage unit,
- the storage unit may not be used as a registered office or seat of business,
- the depository must not be used for illegal, criminal or immoral activities or tax evasion,
- electrical appliances and other equipment/ services must not be connected to the storage unit without written permission from the lessor: all approved electrical appliances must be switched off at all times during the lessee's absence,
- No fixed objects may be installed in or on the storage unit without the prior written consent of the lessor.

**It is strictly forbidden for the lessee to store the following goods in the storage unit (the list is not complete):**

- any object emitting odours, birds, fish, animals or other living creatures, rubbish and other waste (including animal waste and toxic/hazardous waste), foodstuffs and other fresh produce.
- firearms, explosives, weapons or ammunition, illegal substances such as drugs, illegal objects or goods that obtained illegally as smuggled or stolen goods etc.
- chemicals, radioactive substances, biological substances, asbestos and/or processed asbestos, (artificial) fertilisers, gas cylinders or other compressed gases and/or batteries, fireworks, liquids, including diesel and petrol or any other toxic, flammable or dangerous substances or preparations classified as such under applicable laws or local regulations, such as:
  - explosive substances and preparations such as (liquid) gases like LPG, hydrogen, acetylene, propane and butane;
  - (highly) flammable substances and preparations such as petrol, benzene,
  - irritants and preparations;

- allergenic substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to reproduction;
- environmentally hazardous substances and preparations such as CFCs, PCBs and PCTs;
- pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
- Pesticides and herbicides

### **SPACE RENTAL FOR STORAGE ON PREMISES**

When renting space in premises provided by the lessor, a square metre charge (m<sup>2</sup>) is applied. In the case of storage in a hot store, a heating surcharge is added. Stored goods must not be of an explosive, corrosive or flammable nature. Otherwise as in paragraph "Space rental for storage."