

## General Terms for hire of materials.

### 1 Applicability

- 1.1 These terms apply for hire of equipment and machines without machine operators. The terms apply until a change has been notified in writing. Finja Bemix AB is referred to as the supplier, and the individual hiring the hire object is referred to as the hirer.

### 2 Hire Object

- 2.1 The costs of loading, unloading and transport are borne by the hirer.  
2.2 All consumables during the hire period are borne by the hirer unless otherwise agreed.  
2.3 The hire object must be returned thoroughly cleaned and in the same condition as when delivered, except for any deterioration caused by normal wear and tear. Otherwise the hirer is debited for any materials, cleaning and inspection as well as any testing in accordance with the supplier's fixed hourly rates.  
2.4 The supplier is responsible for the mandatory inspections of the hire object. In the event an inspection is required at the place of work however, the hirer shall organise and pay for such an inspection.

### 3 Usage

- 3.1 The hirer is responsible for checking that the hire object is fully functional when collected or delivered.  
3.2 The hire object can only be hired and used by an individual who has the necessary professional skills. The hire object must be lubricated and treated with care. Inspection and management of hired material can only be performed by a professional individual.  
3.3 The hirer is responsible for carefully adhering to the applicable handling instructions and must ensure the electric mains voltage is correct for the respective machine.  
3.4 The hire object must be protected against damage at the hirer's expense. If any damage occurs to the hire object during the hire period, whether the damage is the fault of the hirer or not, the hirer must compensate the full cost of the damage and hiring costs during the time the damage is repaired.  
3.5 The hire object cannot be sub-let by the hirer or lent for the use of someone else without the agreement of the supplier. The hire object cannot be moved to another place of work not stated in the agreement without the prior agreement of the supplier.  
3.6 The hire object can only be used for the tasks it is intended to be used for. Interference with the object which changes its construction or function is not allowed.

### 4 Hire period

- 4.1 The hire period is from and including the date the hire object becomes available for collection by the hirer until and including the date the hire object is returned to the supplier or is available to be collected.

### 5 Remuneration

- 5.1 Rental is charged for the hire object on each hire occasion according to the supplier's price list as valid at any time. Day rent is charged for at least three working days.  
5.2 Consumable accessories as well as repairs and breakdown of machinery caused by the hirer are charged to the hirer.  
5.3 The supplier is not responsible for any costs associated with any downtime due to for example delay in supply, interruptions to operation, mechanical faults etc. These costs are covered by the hirer alone regardless of cause.  
5.4 The hirer is responsible for the cost if the hire object must undergo repairs or must be exchanged because of the negligence of the hirer. Hire is not debited for downtime due to repairs not caused by the hirer. The supplier is entitled to decide if the hire object should be exchanged or repaired and when this is to take place.  
5.5 Invoicing takes place at the end of each month or at the end of the hire period. Payment must be made at the latest within 30 days of the invoice, unless otherwise agreed. Minimum rental 3 working days.

### 6 Liability

- 6.1 The hire object is regarded by the recipient as being in full working order unless a written notification (for example e-mail) has been received by the supplier without delay in connection with start of use.  
6.2 The supplier is liable for costs resulting from normal wear.  
6.3 The hirer is liable for any damage the hire materials may cause to property or persons. The hirer undertakes to indemnify the supplier against any claims for compensation directed towards the supplier as the owner of the materials.  
6.4 During the hire period it is the hirers responsibility to insure the hire object for the full replacement value without any costs to the supplier.

### 7 Termination

- 7.1 Each party has the right to terminate the hire agreement if the other party is in breach of contract, or in the event of non-payment in accordance with the payment terms. The supplier can terminate the agreement if the hirer initiates composition negotiations or applies for bankruptcy or liquidation. On termination by the supplier, the hirer is responsible for returning the hire materials or covering the supplier's costs for return transport of the same.

### 8 Disputes

- 8.1 Disputes arising from this agreement will be decided according to Swedish law and by the ordinary courts, unless the parties agree to arbitration proceedings.