

## Standard Terms and Conditions for Rentals

---

### The Contract

This agreement is made between DV Trading A/S, the "Owner" and the "Hirer", named in the Order Confirmation. The Owner agrees to hire and the Hirer agrees to take on hire for the "Rental Term" and any period thereafter the equipment listed in the Order Confirmation on the terms and conditions set out below.

### Rental Term

In case of own collection, the rental term shall commence on the day the equipment leaves Owner; in case of dispatch, it shall commence on the next working day following the dispatch day.

The Hirer may terminate this agreement, not earlier than the end of the term, by giving one weeks notice. Unless so terminated this agreement shall continue beyond the term on the terms and conditions thereof.

The Owner does not automatically collect the equipment at the end of the Rental Period. It is the Hirer's responsibility to inform the Owner, in writing, three working days, prior to the end of the Rental Period that the equipment is no longer required. The Hirer will be charged for an additional Rental Period if a collection has not been requested. Similarly if the equipment is returned prior to the end of the rental period the Hirer will be liable for the full Rental Term.

### Delivery

Delivery of the equipment shall be effected when the equipment is turned over to the transporter at the place of delivery. Upon delivery the equipment shall be at the risk of the Hirer in all respects.

### Return of Equipment

The equipment, including accessories and operating instructions, shall be returned by the Hirer in the original packaging, safe from breakage, to Owner. The costs of the return transportation shall be at the Hirer's expense. The risk in the hired items shall always be borne by the Hirer from leaving Owner's warehouse until its return back there.

### Invoicing and Payment

The rental shall be charged monthly in advance unless otherwise specified in the Order Confirmation. Interruption of the period shall not be possible. If the hired item is not received by Owner by the agreed date, a further charge shall be made for a full period.

Five per cent interest over and above the Danish National Bank's discount rate shall be paid on the outstanding amount in case of arrears, however, not less than 9%.

Owner shall also be entitled to demand the immediate return of the equipment and/or to have it returned at the Hirer's expense. Should the Hirer be in arrears with more than one payment or Owner become aware of circumstances which calls the Hirer's creditworthiness into question, the total rent in respect of the full term of the agreement shall be payable forthwith. The withholding of payments or the offsetting of any counterclaims of the Hirer shall be excluded, unless the counterclaims are incontestable or are based on willful acts by Owner.

### Insurance

The Hirer indemnifies the Owner against all liabilities, claims, damages, consequential damages, losses, expenses, demands and costs, howsoever caused or arising including claims by third parties in respect of the equipment its use, its ownership or possession, save for death or injury caused by the Owner's negligence.

The Hirer is liable for the full replacement value of the equipment from the date of delivery. It is the Hirer's responsibility to insure the equipment under a fully comprehensive policy at the Hirer's expense. Without limiting the generality of the forgoing, the policy shall insure the Owner and the Hirer against all liability to the Hirer's employees and to third parties, of damage caused by the equipment of by its use or operation.

## Use of the Equipment

The Hirer shall allow the equipment to be used only by qualified employees in accordance with the manufacturer's operating instructions and in the manner designated by Owner. The Hirer shall be required to follow as precisely as possible all the instructions of the manufacturer or Owner and to comply with Owner's technical instructions. The Hirer shall be liable for any loss arising as a result of the non-observance of the regulations/instructions. Owner shall be entitled to have the hired item inspected at any time at the place of use.

The Owner does not let the equipment subject to any express warranty, condition, representation or stipulation. The Owner does not warrant that the equipment is fit for any particular purpose even if that purpose has been made known to the Owner during negotiations. The Owner accepts no responsibility for the software or data stored on the equipment under any circumstances. Where the Owner makes available licensed software the Hirer agrees to abide by the terms and conditions of the licensor of the software.

The Hirer indemnifies the Owner against all liabilities, claims, damages, consequential damages, losses, expenses, demands and costs, howsoever caused or arising including claims by third parties in respect of the equipment its use, its ownership or possession, save for death or injury caused by the Owner's negligence.

## Possession

The Hirer shall be required to keep the equipment at the location stated in the Order Confirmation. It shall not be permitted to take the equipment outside Europe and to use it elsewhere without Owner's approval. The Hirer shall be liable to Owner for any damage or economic loss incurred by Owner as a result of these conditions being breached. The embargo provisions shall be observed.

## Maintenance

The Hirer shall be required to maintain the equipment in good condition and to use it in accordance with the operating instructions. In the event of loss or damage of the equipment, apart from normal wear and tear, the Hirer shall be required to indemnify Owner at the replacement value.

## Damage and Defects

In the event of defects, faults or damage to the equipment, the Hirer shall be required to inform Owner immediately and to await its instructions. The Hirer shall not be entitled to perform alterations, changes or adjustments, or to carry out or attempt to carry out repair work on the equipment, unless Owner has authorised this in writing. If the Hirer makes unauthorised reconfiguration of the equipment the Owner reserves the right to charge the Hirer for any work in returning the equipment to the original configuration.

## Trademarks and Identification

Trademarks and identification numbers of the manufacturer or Owner, specification labels, calibration labels and any other markings shall be left on the equipment as they are; any change to the hired item shall not be permitted.

## Materials

Packaging, operating instructions and accessories shall be part of the hired item and Owner's property. All components shall be treated with care and returned complete.

## Software

Supplied software may exclusively be used under the license holder's known conditions. The Hirer shall take responsibility that use of the software contrary to the terms of the agreement by it or by its support staff shall be excluded. The Hirer shall be aware that improper use may result in the license holder claiming unlimited damages. It shall hold Owner harmless from all claims in this respect.

## General

If the Hirer fails to observe any of the Hirer's obligations under this Agreement or if any statement made by

the Hirer in applying to enter into this agreement is found to be untrue or if the Owner considers his interest in the equipment to be in jeopardy then the Owner may make notice in writing to the Hirer to terminate this agreement.

If the equipment is subject to distraint, the Hirer shall be required to forward the distraint protocol to Owner without undue delay. The same shall apply if rights are enforced on the hired item by an outside authority (property owners, mortgages, etc.).

In the event of a breach of this agreement, the Hirer entering into a voluntary arrangement with its creditors or the Hirer appointing a receiver this contract shall terminate forthwith. All monies due under this contract become immediately payable and the Owner has the right to immediately repossess the equipment.

Title to the equipment shall never pass to the Hirer.

This contract is non-transferable without the written consent of the Owner.

No relaxation or indulgence granted by the Owner to the Hirer shall affect the Owner's rights. In the event of any provision of these hire conditions being found to be invalid, the remainder of the provisions shall continue to be valid and in full force and effect.

This Agreement shall be governed by Danish law and the Hirer submits to the jurisdiction of the Danish Courts.