

General Terms and Conditions for Equipment and Machinery Rental from CSK Stålinindustri A/S

1. GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions apply to equipment and machinery rental from CSK Stålinindustri A/S ("CSK"). The party renting the equipment and machinery is referred to as the "Customer". CSK and the Customer are jointly referred to as the "Parties" and individually as a "Party".
- 1.2 The Customer's own terms and conditions do under no circumstances apply to any agreement between the Parties.
- 1.3 Deviations from these General Terms and Conditions shall apply only if agreed upon in writing between the Parties.

2. EQUIPMENT RENTAL TOGETHER WITH A CSK OPERATOR

- 2.1 CSK offers equipment and machinery rental together with an operator (the "CSK Operator"). The equipment and machinery may only be handled by the CSK Operator or as instructed by the CSK Operator.
- 2.2 The CSK Operator is responsible for handling equipment and machinery in accordance with applicable rules, regulations and legislation.
- 2.3 The CSK Operator may at any given time refuse to perform any task if the CSK Operator deems it to be:
 - (a) unsafe due to adverse weather conditions, including but not limited to: low temperatures, strong winds, or other adverse weather conditions that prevent, or delay the performance of a task,
 - (b) unsafe for personnel or materiel, or
 - (c) in violation of applicable rules, regulations or legislation.
- 2.4 CSK reserves the right to invoice the Customer for any time delay due to circumstances stated in clause 2.3.

3. EQUIPMENT RENTAL WITHOUT A CSK OPERATOR

- 3.1 CSK offers equipment and machinery rental without a CSK Operator.
- 3.2 The Customer is obliged to use the rented equipment and machinery correctly in accordance with its purpose and function and the applicable terms and conditions. The Customer is obligated (not exhaustive) to:
 - (a) handle the rented equipment and machinery in accordance with the applicable safety and operating instructions,

- (b) to return the rented equipment and machinery cleaned and in a condition ready for re-rental at the end of the rental period.

- 3.3 If special training, education or certificate etc. is required in order to operate or handle the rented equipment and machinery, the Customer is obliged to ensure that personnel operating the equipment fulfil all requirements.

4. THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer is required to:
 - (a) not to rent out, lend or in any other way transfer or make available the rented equipment and machinery or any part thereof to a third party or relocate the rented equipment and machinery or any part thereof to another site without CSK's prior written approval.
 - (b) to indemnify CSK against claims from third parties in relation to the rented equipment and machinery,
 - (c) at all times to give CSK access to the rented equipment and machinery,
 - (d) not to carry out alterations or repairs to the rented equipment and machinery or use any ancillary equipment with the rented equipment and machinery that is not approved and suitable.

5. CSK'S OBLIGATIONS

- 5.1 CSK warrants that the rented equipment and machinery complies with requirements and standards that can reasonably be expected.
- 5.2 If the rented equipment and machinery do not comply with the provisions in clause 5.1, CSK may choose to replace or repair the rented equipment and machinery within a reasonable period after receiving notification of defects.
- 5.3 CSK is not liable for consequential, direct, or indirect loss as a result of defects in the rented equipment and machinery.

6. DAMAGE AND LOSS

- 6.1 The Customer is liable for theft, damage, lost parts, or defects occurring to the rented equipment and machinery between the Customer's pickup of the equipment and machinery and until the Customer returns the rented equipment and machinery on

the date and place agreed upon in the rental agreement (the "Rental Period").

- 6.2 The Customer is obliged to bear any cost of lost parts and damage or repair of the rented equipment and machinery that occur within the Rental Period.
- 6.3 If lost parts are found after replacement parts have been purchased at the Customer's expense, CSK may, at its own discretion, purchase the lost parts from the Customer.
- 6.4 If the Customer does not return the rented equipment and machinery at the agreed date and place, CSK is entitled to compensation for breach of contract and damages.

7. PAYMENT AND SETTLEMENT HEREOF

- 7.1 Payment for the equipment and machinery rental and the CSK Operator will be charged in accordance with CSK's quotation and current price lists from time to time.
- 7.2 All price information, estimates, quotations and orders are exclusive of VAT and any environmental charges.
- 7.3 Any quotation, estimate or price information shall be valid for 14 days and shall always be subject to rent and the availability of the equipment and machinery in question.
- 7.4 Confirmed orders shall be subject to price increases due to intervention by public authorities, public orders or collective agreement interferences.
- 7.5 These General Terms and Conditions apply to every quotation, estimate and price information provided by CSK.

8. INVOICING AND PAYMENT

- 8.1 CSK will issue an invoice after the end of the Rental Period.
- 8.2 CSK may require a deposit prior to the commencement of the Rental Period. The amount of the deposit will be determined by CSK from time to time.
- 8.3 In the event of long-term rental, an invoice will be issued at the end of every week/month.
- 8.4 Unless otherwise agreed, CSK's invoice is due for payment no later than 8 days after receipt.
- 8.5 Any late payment or non-payment is a breach of these General Terms and Conditions.
- 8.6 In the event of late payment, CSK will charge default interest at a rate of 2% per month until payment is received. Paying interest for late payment does not mean that the due date is postponed.
- 8.7 CSK is at all times entitled to demand advance payment for the equipment and machinery rental and any other services and to demand a deposit or other security for rental payments and any other services.
- 8.8 Any disagreement and/or dispute between the Customer and

CSK, or any counterclaim made by the Customer, shall not entitle the Customer to hold back payments of invoiced services, rental payments, etc.

9. TERM AND TERMINATION

- 9.1 In the event that the Customer breaches or disregards these General Terms and Conditions, CSK is entitled to:
 - (a) terminate the rental agreement without notice;
 - (b) cancel and/or suspend any orders for subsequent rentals or services.
- 9.2 In the event of the Customer's bankruptcy, CSK is entitled to retake possession of and collect the equipment and machinery at the Customer's expense.
- 9.3 Unless otherwise stipulated in a separate agreement, CSK is entitled to terminate the agreement between the Parties for the equipment and machinery rental by giving 4 weeks' written notice.
- 9.4 The Customer is not entitled to terminate the rental agreement for convenience. Any termination shall be addressed to CSK in writing.
- 9.5 The Rental Period appears from the rental agreement and the Customer cannot without a separate agreement for extension expect to be able to rent the equipment for longer than the agreed Rental Period.
- 9.6 In certain instances, legislation in Denmark prohibits heavy transport etc. If a curfew or other statutory restrictions are imposed, delivery of equipment will not be possible in the period where the curfew rules may prohibit heavy transport. CSK is under no circumstances liable in the event of delays due to such curfew or other statutory restrictions.
- 9.7 CSK reserves the right to invoice the Customer for transport, mobilisation, and the estimated Rental Period if the Customer cancels or suspends the order within:
 - (a) 24 hours of the scheduled time of order initiation as regards orders to commence Tuesday - Saturday.
 - (b) 72 hours of the scheduled time of order initiation as regards orders to commence Sunday - Monday.

10. INSURANCE AND LIABILITY

- 10.1 CSK has taken out liability insurance in accordance with Danish law, covering liability for damages which CSK may incur for personal injury or damage to third party property.
- 10.2 CSK shall under no circumstances assume any liability or risk in excess of the amount covered by the insurance. The Customer shall take out additional insurance covering any liability or risk that exceeds the amount covered by the insurance taken out by CSK.
- 10.3 In the event that the Customer is liable towards any third party, the Customer shall indemnify CSK for any liability beyond that which the Customer could have claimed against CSK in accordance with these General Terms and Conditions.

10.4 CSK's liability is limited to CSK's liability insurance.

10.5 Liability is also limited to the actual coverage obtained under the liability insurance, less the deductible.

11. CSK'S DISCLAIMER FOR INDIRECT DAMAGES

11.1 CSK is under no circumstances liable for any consequential losses, loss of profits, loss of time, loss of business or any other indirect loss or consequential damage irrespective of whether such loss/damage can be attributed to the rented equipment and machinery and/or CSK's services.

11.2 CSK is under no circumstances liable for stoppages, engine failure and delays resulting from war, pandemics, fire, strikes of any kind, lockouts, intervention by public authorities or public orders, including orders from the Danish Working Environment Authority, rainfall, low temperatures, winds or other weather conditions which stop the performance either fully or partly.

11.3 For product liability, Danish law shall apply. To the extent that nothing else follows from mandatory legal rules, CSK is not liable for any consequential loss, loss of profits, loss of time, loss of business or any other indirect loss or consequential damage.

12. FORCE MAJEURE

12.1 In the event that performance of the agreement is prevented, made impossible or is unreasonably obstructed for one of the Parties due to extraordinary circumstances which the affected Party cannot mitigate or could not have foreseen, including but not limited to war, pandemics, strike, lockouts, accidents, fires, conflagrations, catastrophes, orders or omissions of the authorities, new or changed legislation, insurrection or civil commotion, exchange rate restrictions, reduction in the supply of fuel and defective or delayed deliveries, a Party may invoke the circumstances as grounds for release.

12.2 A Party invoking a force majeure event, shall, without undue delay, inform the other Party of the circumstances, the impact the circumstances have on the Party's performance and when such circumstances are expected to cease.

12.3 The Parties each pay their own costs and cover their own losses due to force majeure.

12.4 The Customer can under no circumstances impose any liability on CSK or demand compensation for delayed delivery of CSK's services in the event of force majeure.

12.5 In case essential parts of the agreement are made impossible to perform for more than 30 consecutive days due to force majeure, the Party not affected by the force majeure event is entitled to terminate the agreement by giving 14 days' written notice without either Party being entitled to compensation.

13. PROCESSING OF PERSONAL DATA

13.1 Personal data is processed by CSK as data controller in accordance with the General Data Protection Regulation ("GDPR").

13.2 CSK will collect and process the categories of information that are relevant to CSK's purpose and legal basis of performing the rental agreement, including name, phone number and email address.

13.3 In accordance with the Danish Bookkeeping Act, the data collected will be stored for 5 years after the customer relationship has ended and will then be deleted.

13.4 As a data subject, you have the right to request access to and rectification or erasure of personal data or restriction of processing concerning or to object to processing as well as the right to data portability. As a data subject, you also have the right to lodge a complaint with the Danish Data Protection Agency.

13.5 CSK will only share personal data with suppliers and business partners who assist us with the performance of the rental agreement or who assist us with our IT operations, hosting, SMS gateway, etc.

14. GOVERNING LAW AND VENUE

14.1 Any agreement made with CSK shall be governed by and interpreted in accordance with Danish law.

14.2 Any dispute between CSK and the Customer shall be submitted to and governed by CSK's preferred venue, being either the Danish Building and Construction Arbitration Board in Copenhagen (Voldgiftsnævnet for bygge- og anlægsvirksomhed) or the Danish Courts of Law (Domstolene).

15. SEVERABILITY

15.1 If any provision or part-provision of these General Terms and Conditions for any reason is held to be invalid, illegal or unenforceable, then that provision or part-provision shall not affect any other part-provision of these General Terms and Conditions, as it is the intent of the Parties that these General Terms and Conditions shall be construed in such fashion as to maintain their existence, validity and enforceability to the greatest extent possible. In any such event, these General Terms and Conditions shall be construed as if such provision or part-provision had never been contained in these General Terms and Conditions and be substituted by such provision as will accomplish most nearly the intent of the Parties as expressed in these General Terms and Conditions to the fullest extent permitted by applicable law.