

Basic Terms

- Provided that there is no other written agreement, then rental charges will always be those listed in the current and valid rental price list.
- All quotations, estimates, price information, rental agreements or services are governed by the following terms & conditions.
- The one who requests a service is hereinafter referred to as The Hirer and Renta A/S is hereinafter referred to as The Owner.
- Only written quotations from The Owner are legally effective and are valid for a period of 4 weeks. It is a precondition that quoted material is currently in stock and that services are carried out in normal working hours.
- All prices are excl. VAT, sundry charges, insurance and environmental charges.
- The Owner reserves the right to make changes to any quotation without notice.
- All quotations are covered by a printing error clause.

Period of Rental

- The rental period begins when the rented equipment or service leaves The Owner's premises and ends when it is returned to The Owner's premises, both days inclusive.
- Equipment returned before 08:00 will not be charged for that day.
- Termination must be made with at least 1 day's notice. Equipment rented on a monthly basis is rented for a minimum period of 1 full month and must be terminated with at least 8 days' notice.
- The daily rental rate applies to the entire period, regardless of actual usage.
- The daily rate is based on an 8-hour working day; usage beyond this will be charged as an additional 8-hour period.
- Rental is based on a 5-day working week and calculated on a daily basis.
- However, if equipment is used on Saturdays, Sundays or public holidays, additional charges will apply.
- Rental to private customers is always charged on a calendar day basis.
- Rental of equipment that does not require an operator is also charged per calendar day; this includes mobile site offices and containers.
- Accessories such as hoses, cables, and similar items are not included in the rental price unless otherwise agreed.
- All rented equipment remains the property of The Owner and may not be sold to The Hirer.
- Periods during which the equipment cannot be used due to circumstances beyond The Hirer's control do not qualify for a rental reduction.
- The Owner reserves the right to terminate the rental agreement at any time without notice, including in cases of company reconstruction or bankruptcy.

Obligations and Responsibilities of The Hirer

- Transport costs are the responsibility of The Hirer and charged according to current rates or written quotation.
- The Hirer is responsible for all assembly and disassembly costs, operational costs, fuel, lubricants, electricity, etc. Only fuels and lubricants approved by The Owner may be used.
- The Hirer is responsible for the daily maintenance of the equipment. The Owner refers to the operating manual if the Hirer is in doubt about the required procedures.
- Diesel-powered equipment may only be operated with approved auto diesel. Tax-exempt fuel is strictly prohibited.

- The Hirer may not carry out repairs or modifications on the rented equipment.
- Any necessary repairs or modifications must be carried out by The Owner or an authorised representative.
- The Owner accepts no liability for unauthorised repairs or modifications made by The Hirer, who is solely responsible for any resulting claims.
- The Hirer assumes full risk and responsibility for the rented equipment, including liability for accidents, theft, vandalism, injuries to employees, third parties, and property, as outlined in the insurance terms.
- Responsibility for the equipment lies with The Hirer from the moment of delivery or pick-up until it is returned or collected, regardless of the rental period.
- The Hirer is not entitled to compensation or cancellation of the rental agreement due to deficiencies or unmet expectations regarding the equipment.
- The Owner will make every effort to supply suitable equipment as requested.
- The Hirer guarantees that subleasing, lending, or moving equipment to another location will not take place without prior written consent from The Owner.
- Under no circumstances may the rented equipment be transported outside Denmark without The Owner's written permission.
- The Hirer must return the equipment clean and in the same condition as it was received.
- Cleaning required after use with concrete, asphalt or other materials will be charged at the current daily rate.
- The Hirer is only liable for personal injury if negligence or fault can be proven on the part of The Hirer or their representatives.
- Compensation for personal injury is limited to the amounts defined by Danish law.
- Equipment requiring certification may only be operated by individuals with valid certificates.
- The Hirer is responsible for obtaining permits for excavation and notifying authorities of underground cables and pipelines.
- The Hirer must ensure that equipment is placed in compliance with all building codes, safety rules, traffic regulations and signage laws. Fines and related costs are the responsibility of The Hirer.
- The Hirer must exercise due care when using The Owner's vehicles. The Owner may seek compensation if losses arise due to The Hirer's unlawful actions, including reckless driving or violations leading to vehicle confiscation.
- All rented equipment is subject to an environmental fee of 2% of the current gross catalogue price per unit.
- Smoking inside the equipment is strictly prohibited. Breaches will result in additional cleaning charges.

The Owners Obligations and Responsibilities

- Equipment is delivered in working, legal and safe condition. The Hirer, by signing the rental agreement, confirms acceptance of its condition and function.
- The Owner reserves the right to inspect the rented equipment at any time.
- The Owner may adjust rental rates, public duties, and taxes at any time.

Insurance Conditions

- All equipment rented from Renta is insured under third-party liability and comprehensive insurance. A premium for this insurance is charged as an additional 5 % of the gross price per unit.
- Selected equipment is theft-protected.
- Insurance is calculated on a calendar-day basis.
- The insurance covers damage to the equipment caused by fire, theft, water, vandalism and other sudden and unforeseen incidents, in accordance with the insurer's terms and conditions. Full terms can be provided upon request.
- Equipment must, where reasonably possible, be stored indoors in locked premises within a fenced and locked area, taking into account the size of the equipment and the level of security that can reasonably be expected from The Hirer.
- If such storage is not possible, equipment stored outdoors – whether in fenced/locked or unfenced/unlocked areas – must be secured to a fixed, immovable object using an approved Class 3 padlock and Class 3 chain to prevent removal or relocation without force.
- Heavy, motorised equipment with a lockable cabin is exempt from this requirement, provided that the cabin is properly locked by The Hirer.
- The insurance provided by The Owner does not cover equipment while it is being transported by The Hirer.
- The insurance does not cover operational losses, loss of profits or other indirect or consequential losses.
- Site offices, pavilion buildings, and containers are covered by fire insurance provided by The Owner.
- Theft and vandalism involving rented equipment must be reported to both The Owner and the police within 24 hours of the incident. All other damage must be reported to The Owner within 24 hours of discovery.
- The insurance only covers equipment located on the Danish mainland.
- Damages resulting from negligence, misuse, or any other breach of contract not accepted by The Owner are excluded from coverage and are the responsibility of The Hirer.
- Registered machines are also covered under a general motor insurance policy, including third-party liability, hull, and fire insurance.
- Unregistered self-propelled machines are liability insured only while being used as transport vehicles.
- The insurance does not cover damage occurring when a machine is used as a working tool (e.g. digging, cutting, lifting etc.).
- The Hirer is liable for a deductible per insurance event, calculated according to the value of the loss per object, as follows:

DKK	0 - 15,000	DKK	2,000
DKK	15,001 - 150,000	DKK	12,000
DKK	150,001 - 500,000	DKK	20,000
DKK	500,001 - 750,000	DKK	25,000
DKK	750,001 -	DKK	35,000

- Deductible for motor liability under the Danish Traffic Act: DKK 10,000.
- Multiple insurance events on the same machine may result in multiple deductibles.
- Liability related to any hazardous or dangerous properties of the equipment is governed by current Danish product liability law.
- Downtime or delays caused by defects, malfunctions, or repairs are the responsibility of The Hirer.

- In the event of fire, theft, vandalism, or similar, The Hirer will be held liable for repair or replacement costs if The Owner has not received a copy of the official police report within 14 days of the incident.
- Damage caused by oil spills, including contamination or damage to surfaces such as roads or paving, is not covered by the insurance. All related repair costs will be the responsibility of The Hirer.
- Simple theft (i.e. without signs of forced entry) is not covered, including theft from containers or site offices unless it can be documented that insurance-approved double locks were used.
- For cases of theft or total damage, the replacement value is calculated based on the equipment's age: new value for equipment up to 3 years old, and fair market value for equipment older than 3 years.
- For all hull damages and damages occurring within the scope of the Danish Traffic Act, The Hirer is liable to pay the applicable deductible as outlined above.

Payment terms and indexation

- Payment terms are net cash unless otherwise agreed in writing. The Owner reserves the right to request a deposit.
- Late payment will incur 2% interest per commenced month.
- A reminder fee of DKK 100 will be charged per reminder.
- Non-payment entitles The Owner to suspend further deliveries, even if part of a larger agreement.
- Discounts are valid only if payment terms are respected.
- The Owner reserves the right to collect rented equipment without notice in the event of non-payment.
- Legal disputes shall be settled at the court in Copenhagen.
- Site offices, containers and modular buildings require one month's deposit and one month's advance payment.
- Renta reserves the right to adjust prices without notice based on market conditions or cost changes.
- Rent and other charges may never be lower than those stated in the lease contract.

Emergency Service

- The Owner offers an emergency service as specified in the current and valid price list.

Invoicing

- Charges are invoiced twice monthly and at the end of the rental period
- Invoices include payment terms, miscellaneous fees, cleaning, repairs, insurance, environmental fees and VAT.
- The Owner will only invoice third parties if agreed in writing in advance.

Choice of Laws and Court Venue

- Rental agreements are governed by Danish law. Any disputes are settled in the court in Copenhagen.

Warning

- Use of false identity or failure to return rented equipment will be considered theft and reported to the police.

All prices are exclusive of VAT.

The Owner reserves the right for errors and price changes.