

## Lease and delivery terms and conditions - Modular space

Version 01-2023

### 1. General

Unless otherwise agreed in writing, these terms and conditions together with the individual lease agreement shall apply to agreements concluded between Mobilhouse A/S, Amerikavej 1, DK-7000 Fredericia, CVR no. DK16148040, hereinafter referred to as the Lessor, and the customer, hereinafter referred to as the Lessee.

Any offer, estimation or price information to the Lessee is valid for 14 days, unless otherwise agreed in writing, and are always subject to sale or lease to another party. Any delivery other than offered, if employed, is deemed to be accepted.

### 2. The lease

The lease is pursuant to the individual lease agreement entered into between the parties.

The lease shall be used for the agreed purpose and may not be used for any other purpose without the written consent of the Lessor.

The lease is delivered cleaned, without damage, with all internal and external surfaces intact, and operation ready excluding all types of device connectors and consumables, unless otherwise agreed.

Upon receipt, the Lessee shall inspect the lease to ensure that the lease corresponds to the specifications agreed, including condition and functionality of the lease. Any claim regarding faults and defects of the leased equipment must be made immediately after delivery or collection in order to be taken into account. Later claims will be rejected.

Repairs or modifications may not be executed to the leased equipment without written agreement with the Lessor.

The lease may not be moved to another location than that agreed without approval from the Lessor.

The Lessor reserves the right to inspect the leased premises at any time during the lease period – regardless of location.

### 3. Transport

The Lessee pays for delivery and collection of the lease. Invoices are issued on the basis of elapsed time.

The Lessee shall ensure that the lease can be delivered at the agreed location, including that access roads, etc. are accessible and with sufficient load capacity, and that there are no obstacles to obstruct delivery such as planting, signage, wiring, etc. The Lessee is liable for any losses that the Lessor or any third party may incur in the event that the lease cannot be delivered as agreed, including delay, personal injury and property damage.

### 4. Liability

The Lessee is wholly responsible for the legal use of the lease on the site for the stated purpose, including any regulatory approvals, private legal obligations or easements.

The Lessee is responsible for ensuring that the leased premises can be mounted/erected at the agreed location. The Lessee bears full responsibility for the placement of the lease in accordance with applicable building legislation, all safety regulations, traffic and road legislation as well as provisions on marking, etc. Fines, orders or other expenses are extraneous to the Lessor.

Installation on construction sites, on more than one floor, may require series-connected smoke alarms if manpower modules are mixed with office/meeting and accommodation modules. Series-connected smoke alarms are an additional purchase.

The Lessee is responsible for damage to the leased premises during the lease period, even if the damage is accidental. The Lessee bears responsibility for his employees and himself, third parties and the Lessor in respect of damage that is not ascribed to faults or defects on the part of the Lessor, including damage to property, persons and equipment. The Lessee is also responsible in the event of improper operation/use, downtime, blockage of installations including ventilation/hoses/pipes, etc.

If the Lessee's property is damaged as a result of errors, omissions or non-performance, the Lessor shall only be held liable in such instances where the Lessor has acted in a grossly negligent manner.

The Lessor does not assume the risk of operating losses of any kind, loss of profit, other direct loss or consequential damages, regardless of whether such losses/damages could be attributable to the leased premises. This shall also apply to work stoppages and delays as a result of war, fire, strikes of any kind, lockouts, government interventions or public orders, precipitation, low temperature, wind or other weather conditions.

The Lessee is obliged to indemnify the Lessor against liability to third parties for losses and damages for which the Lessor is not responsible under these terms.

All damages must be reported without undue delay to the Lessor, and a claim form shall be completed. The claim form, along with additional insurance terms and conditions, can be found on the website [www.mobilhouse.dk](http://www.mobilhouse.dk). Theft and vandalism shall also be reported to the police before an insurance case can be initiated.

In the event of a significant impediment to the Lessor's supply, the order is annulled or postponed. Significant impediment to supply may be theft, vandalism, IT breakdowns, hacker attacks, work stoppages and delays as a result of strikes or lockouts, government intervention, outbreaks of infectious diseases, weather conditions, war, import and export restrictions, public orders and other force majeure similar events that significantly complicate, prevent or delay supply, and which the Lessor had



not foreseen at the time of entering into the agreement. In the event of significant impediment to supply, the Lessee cannot raise claims of any kind against the Lessor as a result of an order's delay or cancellation.

## 5. Utility supply

All costs for supplying the lease with electricity, water and hot water incl. charges, sewerage, etc. are paid by the Lessee. The Lessee is wholly responsible for winter protection of any exposed external water and sewer connections.

Costs for establishing all types of connections to the equipment and also for disconnecting the equipment before return transit are borne by the Lessee.

The Lessee also bears, unless otherwise stated in the Lessor's price list, all costs associated with the operation of the leased premises.

## 6. The leasing period

The lease enters into effect according to the lease period agreed in the contract, but no later than the day on which the equipment leaves the Lessor's premises and no earlier than the day on which the equipment is returned to the Lessor's premises.

The lease continues until it is terminated in writing by the Lessee with 3 months' prior notice until the end of a month. Rent must be paid until the end of the notice period, unless otherwise agreed in writing. Upon termination, the Lessee is obliged to conclude an agreement with the Lessor for the delivery of the leased equipment.

If the lease pursuant to agreement or de facto continues beyond an agreed minimum lease period, the above-mentioned notice of termination applies.

The rent is paid/due in accordance with the invoice.

## 7. Payment of rent

The payment terms are net + 8 days unless otherwise agreed. The rent is invoiced monthly in advance.

Delivery costs excluding the environmental tax applicable at any time and 1 month's rent will be invoiced upon delivery.

Other settlements are invoiced regularly after delivery or after completion of work.

Invoices are issued via email. If a paper invoice by letter is required, a fee of DKK 50 is charged per invoice.

In the event of non-payment, the Lessee will be charged reminder fees and a compensation charge of DKK 310 in connection with the first reminder. Rent arrears and other arrears under this lease agreement may be assigned to judicial debt recovery without prior notice. The full costs are borne by the Lessee. In the event of late payment, interest is also calculated at 2% per commenced month.

All quoted prices are exclusive of VAT and round-trip transport,

unless otherwise agreed.

The rent and other amounts stipulated in the agreement are adjusted annually every 1st January according to the percentage increase in the net price index calculated by Statistics Denmark, but at least by 2% accumulative per year. Adjustment is conducted using the percentage increase in the net price index from October one year to October the following year. The rent cannot be reduced as a result of a negative development in the net price index.

## 8. Deposit and prepaid rent

As security for the fulfilment of all obligations incumbent upon the Lessee under this agreement, the Lessee shall concurrent with the signing of the lease, provide a deposit as stated in the individual agreement. The deposit shall not accrue interest. The Lessee pays one month's rent in advance.

## 9. Subletting, etc.

The lease may not be sublet, lent or otherwise transferred to a third party without prior written agreement with the Lessor.

## 10. Cleaning and maintenance during the leasing period

Smoking is not permitted in the lease.

The Lessee undertakes to maintain the lease in proper condition inside and out during the leasing period and to perform general maintenance of the lease during the leasing period, and at the same time bears the costs thereof. Operation and maintenance instructions can be found on the Lessor's website.

During the leasing period, the Lessee is obliged to clean the lease both externally and internally.

The Lessor has access to inspect the lease at any time to control that the lease is clean and maintained.

## 11. Delivery

The Lessee is obliged, at the end of the leasing period, to return the lease in the same condition as it was received, including with all interior and exterior surfaces intact. All special devices and traces thereof must be removed.

Any installations, signs, IT equipment, etc. shall be dismantled by the Lessor and disposed of at the Lessee's expense.

If the lease is not returned in the specified and expected condition, the Lessee shall be liable for all related costs thereof according to the time spent and the applicable price list.

Any additional cleaning resulting from smoking shall also be invoiced according to the time spent and the applicable price list.

## 12. Insurance

Compulsory fire insurance of the lease is provided by the Lessor. The premium for this is stated separately or is included in the rent. The insurance excess for this damage protection is borne by

the Lessee and constitutes DKK 25,000 per damage.

For installation on construction sites, the Lessor can offer all-risk insurance, which covers theft, vandalism and other sudden damage to the lease. If all-risk insurance is chosen, it shall be stated in the lease agreement. The insurance excess for this damage protection is borne by the Lessee and constitutes DKK 25,000 per damage.

Payment for all-risk insurance will be charged together with the rent and invoiced per commenced month.

The Lessee is responsible for taking out insurance for inventory, movable property, fixed assets, production equipment, installations, etc., including installations for which the Lessee is responsible, as well as insurance for the company operating at the leased premises.

### 13. Transfer of the Lessor's rights

The Lessee is aware that the Lessor's rights to the lease can be derived from a contract with a third party, such as a finance company, which owns the lease. The Lessee is aware and accepts that the owner of the leased unit is at any time entitled to enter into this lease agreement instead of the Lessor, and that a notification to this effect from the owner of the leased unit to the Lessee means that the Lessee can then only pay both due and future amounts pertaining to the lease in full discharge to the owner of the lease. However, until such notice is issued, the Lessee shall make any payments to the Lessor.

### 14. Communication

The parties communicate digitally by mail. The parties undertake to ensure that the other party is at all times in possession of the party's current email address for use in the communication, and the Lessee bears the risk of lost messages if the Lessor is not informed of any new email address.

The Lessor is entitled to use the project in its marketing internally and externally, including reference to the location, Lessee, the project, etc., to include photographic reproduction.

### 15. Non-compliance

The Lessor may terminate the lease without notice if the individual lease agreement or these terms are not complied with, including failure to provide timely payment. Any breach of the terms and conditions of this agreement shall be deemed material non-compliance.

If the Lessee fails to pay the agreed rent in time, any agreed discount on the rent, and any agreed extended payment terms will be void.

In the event of non-compliance, the Lessor is also entitled, without prior notice, to repossess the lease and to demand payment in accordance with the agreement for the remaining leasing period.

Any costs and losses relating to the termination of the lease, including, but not limited to transport, cleaning and any repair,

shall be paid by the Lessee.

### 16. Applicable law and jurisdiction

Danish law shall apply to any dispute between the Lessor and the Lessee.

Any dispute shall be brought before the District Court of Kolding as the first instance. However, the Lessor reserves the right to select the venue for cases concerning non-payment and possession claims, as the Lessor is entitled to bring possession claims before an optional enforcement court for the purpose of enforcement by an immediate enforcement proceeding.

### 17. Amendments

The Lessor reserves the right to amend the current terms and conditions without notice. The leasing terms and condition on the website [www.mobilhouse.dk](http://www.mobilhouse.dk) take precedence over all printed leasing terms and conditions. The latest edition of leasing terms and conditions, prices and more will always be available on the Lessor's website.