

1. Rental terms

The undersigned

Mobilhouse A/S Amerikavej 1 DK-7000 Fredericia Business registration number (CVR no.)
16148040 (hereinafter referred to as “the lessor”)

and

You, in your capacity as customer, with reference to the rental agreement including the specified hardware (hereinafter referred to as “the lessee”)

hereby conclude the following rental agreement, being comprised of the individual rental terms specified here, a rental agreement (lease) in which the rented facilities are specified and the appendices listed therein, which collectively comprise an integral component of the rental agreement.

2. The Agreement**2.1. Application:**

The rented facilities shall only be used for its stated purpose and may not be used for other purposes without the lessor’s written permission.

The lessee shall be liable for the legal use of the rented facilities in compliance with any and all regulations.

2.2. Commencement and expiry/termination of the lease:

The lease shall endure until terminated in writing by the lessee or the lessor with seven (7) days’ prior notice for trailers and 14 days’ prior notice for modules.

The rent is invoiced from the start of the rental agreement with a minimum of one month’s prepaid rent, regardless of the duration of the lease. The lease shall always be for a minimum of one month.

The rental agreement must be accepted, either by electronic acceptance or by signature before the rented facilities can be handed over.

The lessee must be able to present valid identification in the form of a passport, driver's license or equivalent upon receipt, collection or delivery.

The lessee or an authorised representative of the lessee must sign the applicable delivery documents when the rented facilities are unloaded. If the lessee or their approved representative is not present at the unloading, the rented facilities will be delivered without the lessee's instructions, at the lessee’s expense and risk.

Should the lessee, a self-employed haulier hired by the lessee or the lessee’s authorised representative return the rented facilities, this person must ask for a signed receipt as documentation of return. Otherwise, the lessee shall bear the risk and responsibility for the rented facilities until Mobilhouse has confirmed receipt in writing.

2.3. Rent amount and index:

The monthly rent is stated in the rental agreement. Rent shall fall due for payment for the first time on the day the rented unit(s) is/are deposited at the delivery address. If the lessee wishes to be sent a paper invoice, the lessor shall be entitled to charge a fee of DKK 50 per sent invoice. Payment terms are net 8 days from invoice date.

Rental amounts (basic rent) and other amounts (basic amounts) stipulated in the rental agreement are adjusted annually on 1 January by the percentage increase in the net price index for the period 1 October to 1 October for the preceding year, however, to increase by a minimum of 2% per year.

When extending the lease, it also applies that the amounts specified in the rental agreement are regulated by indexation, however, to increase by a minimum of 2% per year.

2.4. Deposit and pre-paid rent:

As security for the fulfilment of all obligations incumbent on the lessee pursuant to this agreement, the lessee shall provide a deposit upon signature of the agreement, as stated in the agreement.

The deposit does not accrue interest.

The lessee shall also pay one month’s rent in advance.



2.5. Insurance:

The rented facilities are insured by the lessor against fire. The lessor shall also invoice the lessee for statutory fire insurance.

The lessor may offer all-risk insurance, which covers theft, vandalism and other sudden damage to the rented facilities. This cover is supplementary and will be stated in the rental agreement. The deductible for this damage insurance policy shall be borne by the lessee and amounts to DKK 5,000.

The all-risk supplementary insurance policy fee will be charged together with the rent and invoiced per commenced month.

The all-risk insurance has been extended to cover the trailer's transportation.

This cover is, however, limited only to the start and end date of the lease. The insurance policy only covers the single transport from the Mobilhouse pick-up and drop-off point to the address where the trailer is parked.

Insurance cover is conditional upon the driver of the vehicle holding a valid driving license for the transport in question.

The lessee is also obligated to take out any necessary insurance cover, including contents insurance for the lessee's own chattels. If the lessee has opted out of the lessor-provided all-risk insurance policy, the lessee shall be obligated to insure the rented facilities on their own behalf.

The lessee is liable for any damage to the rented facilities during the rental period. Upon cancellation or termination of the lease, the lessee shall make an agreement with the lessor about the delivery of the rented material.

The lessee is solely responsible to itself and its own employees, third parties and the lessor for damages that are not due to errors or defects on the part of the lessor, including damage to property, persons and equipment.

The lessor shall assume no liability for operating losses of any kind, for lost profits, other direct losses or consequential damage, regardless of whether such losses/damage could be attributed to the rented facilities. This also applies to work stoppages and delays arising from acts of war, fire, strikes of any kind, lockouts, government intervention or public orders, precipitation, low temperature, wind or other weather conditions.

Damage caused by defects in the equipment or related to its use must be reported to the lessor without delay.

2.6. Breach of contract:

If the lessee does not pay the agreed rent on time, any agreed discount on the rent will lapse just as any agreed extended payment condition will lapse. In the event of non-timely payment, the lessee will be charged a reminder fee of DKK 100. Failure to make timely payment will also incur interest and fees in accordance with applicable law.

Lack of timely payment means that the lessor shall be entitled to terminate/revoke the lease.

If the agreement is breached (defined as a violation of the provisions specified in this agreement), the lessor shall be entitled, without prior notice, to remove the rented facilities and to demand payment in accordance with the agreement for the remaining rental period, removal and transport etc. as well as compensation for any losses resulting from the lessee's default.

2.7. Utilities supply:

All costs for supplying the rented facilities with electricity (including taxes, water and hot water including fees, drainage and the like) shall be paid by the lessee.

2.8. Maintenance and cleaning:

All internal and external maintenance, including necessary renovation work on the rented facilities shall be the responsibility of the lessee, so that the rented facilities are always kept in a reasonable and good state of repair.

The lessee's duty of maintenance obligation includes, among other things, the replacement of defective fluorescent lamps and light bulbs, cleaning of gutters and roof drains for fallen leaves and the like, cleaning of ventilation systems and underneath the rented units so that they are not blocked by objects, fallen leaves and the like, operational maintenance and inspection of the rented facilities, including ventilation system and heat pump servicing and filter changes.

The lessee is duty-bound to carry out cleaning of the rented property both externally and internally for the duration of the lease.

Where nothing else is mentioned in the lessor's price list, the lessor shall bear all expenses in connection with the operation of the equipment/the rented facilities.

Administration:

Amerikavej 1
7000 Fredericia
Denmark
Tel. (+45) 7020 3566

Department:

Industrivej 3B
4632 Bjæverskov
Denmark
Tel. (+45) 7020 3566

info@mobilhouse.dk
www.mobilhouse.dk
CVR no. 16148040

Sydbank: 7040 0002384872
BIC/SWIFT: SYBKDK22
DKK: IBAN: DK04 7040 0002 384872
EUR: IBAN: DK25 7040 0009 424754



The lessee shall bear the risk of any damage to the rented facilities that may occur during the lease period. The lessee shall also be liable in case of/for incorrect operation/use, downtime, blocking of installations including ventilation/hoses/cables etc., frost damage, incorrectly connected power, etc.

2.9. Sub-letting:

The rented property may not, without the lessor's written consent, be sublet or lent, used for other than the agreed purpose, used in any other way or moved to a place other than the agreed location.

2.10. Transfer of the lessor's rights:

The lessee understands that the lessor's rights to the rented facilities may be derived from a contract with a third party, e.g. a finance company that owns the rented facilities. The lessee is aware of and accepts that the owner of the rental unit is entitled at any time to enter into this lease instead of the lessor, and that notification to this effect from the rental unit's owner to the lessee means that the lessee can then only pay both due and future amounts regarding the lease with liberating effect to the owner of the rented facilities. Until such notice is given, however, the lessee must pay any amount to the lessor.

2.11. Departure and delivery:

The lessee receives the rented facilities in faultless and cleaned condition. Any complaints must be presented on the first day of rental. The rented facilities shall otherwise be considered to be free of defects.

Toilet grinder pumps (fixed and free-standing) are all tested before leaving the lessor's premises. Any expenses in connection with damage/downtime shall be at the lessee's expense.

When returning the rented facilities, the lessee also has a duty to return the rented facilities in the same condition as when they were received.

Transport costs shall be paid by the lessee. DKK 500 will be invoiced for loading/unloading by forklift truck unless otherwise agreed. Delivery and installation presupposes a horizontal and load-bearing roadway and surface at the location, with free and accessible access conditions to a cleared and prepared site, with the possibility of vehicle-side crane unloading and no wait times.

The lessee is also liable to the lessor for 50% of the agreed rent for downtime days during the period in which damage to the rented facilities for which the lessee is responsible are being repaired. The lessor accepts no liability for delays or the like.

Transport liability for the lessee's own transport lies with the lessee. The lessor reserves the right to require the lessee to present a valid insurance policy which provides the appropriate cover as stated for damage if the lessor's own all-risk insurance policy has not been taken out.

Any cleaning will be invoiced according to the current daily price and shall be at the lessee's expense.

2.12. Other:

2.12.1. Smoking is not permitted in the rented facilities.

2.12.2. The lessee may not make repairs or changes to the rented facilities without the lessor's permission.

2.12.3. The lessee shall ensure that there is adequate ventilation under the rented facilities. If skirting is used, skirting must be fitted as panel material per 1200 mm, with an 8 mm air gap to the plate mounting point, or equivalent. Skirting must be installed so that it is retracted from the climate screen.

2.12.4. To establish level-free access, a steel ramp or similar can be fitted, provided that the afore-mentioned ventilation is not blocked.

2.12.5. In the event of theft or write-off, the loss will be calculated corresponding to the equipment's new value for up to five (5) years after acquisition. If the equipment is more than five (5) years old, the loss will be calculated on the basis of fair value.

2.12.6. Technical support is available via

a. Telephone (Free) Phone calls

b. Video (Free) Video calls via FaceTime, Skype, WhatsApp, Messenger

c. Visit (Paid) Remedial visit to your address

d. Self-help assistance is available here: www.mobilhouse.dk - Brochures - Tips and tricks

Billing may be applied for the following situations: Improper operation / use, damage, downtime, blocked installations including ventilation/hoses/cables etc., frost damage, incorrectly connected power, etc.

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If a visit is desired, the lessee also accepts that the lessor may demand payment for time spent, mileage and materials if the error can be attributed to one or more of the above situations.

Visits are charged according to the current normal hourly and mileage rate on weekdays between 7.00 -16.00. A surcharge of 50% is applied to the hourly rate for visits outside these hours.

2.12.7. Mobilhouse shall not pay the following costs:

- a. Ordering and laying out roadway boarding
- b. Mobile crane
- c. Low voltage installations
- d. Earthwork operations before and/or after installation
- e. Cast foundations
- f. Layup/stacking
- g. Connection of electricity, water and drainage

2.12.8. Rent paid does not entitle the lessee to a reduction in the purchase price in connection with a possible subsequent purchase of the rented facilities.

2.12.9. The lessor shall have access to the rented facilities at all times.

2.12.10. The lessor shall not cover operating losses that may be incurred by the lessee.

2.12.11. If the rented facilities are to be set up on a construction site, the lessee shall bear the risk of damage to the construction site's access roads, concrete floors or similar, as well as for underground installations of any kind that may be damaged by the use of the equipment and its transportation to and from the rented facilities.

Application for a building permit and the building permit application fee for processing by the public authorities shall be at the lessor's expense. If regulatory requirements exceed the proposed and described deliverable, any additional expenses in this regard shall be at the developer's expense.

2.12.12 Installations at construction sites with more than one floor may require series-connected smoke alarms if crew modules are combined with office/meeting and residence modules, c.f. Section 6a of BR18. Series-connected smoke alarms are an additional purchase.

2.13. Disputes:

Any dispute between the parties that may arise from this agreement shall be brought before the court in Kolding, Denmark.