

Equipment lease agreement

The Equipment Lease Agreement (the "Agreement"):

between

TornboSvejs ApS
Sallingsundvej 24
6715 Esbjerg N
Tlf. +457515 8440
mail@tornbosvejs.dk
CVR nr. 29209863
(The "Lessor")

and

[Kunde]
[Adresse]
[p.n] [by]
Tlf. [nummer]

CVR nr. [CVR]
(The "Lessee")

The leased Equipment

Quantity	Item nr.	Equipment	Serial nr.
[Antal]	[nummer]	[Udstyr]	[Nummer]
[Antal]	[nummer]	[Udstyr]	[Nummer]
[Antal]	[nummer]	[Udstyr]	[Nummer]
[Antal]	[nummer]	[Udstyr]	[Nummer]
[Antal]	[nummer]	[Udstyr]	[Nummer]

§1 – Term (Lease length)

Start date: *)	[Dato]	End date: **)	[Dato]
----------------	--------	---------------	--------

*) The day where the equipment is dispatched/collected from the Lessor

***) The day the equipment is received by the Lessor

The rental period shall be of a minimum of one week(7 days).

§2 – Lease payments

Price pr. week *)	[DKK]	Price pr. month	[DKK]
DKK		DKK	

All prices are ex. VAT.

*) Per week or part thereof.

Is there any maintenance agreement during the rental period:

Yes

No

If yes, price: [DKK] Ex. VAT
DKK _____

See §9 for further information on the maintenance agreement.

§3 – Purchasing of the Equipment

Does the Lessee have the option to purchase the Equipment after term end: Yes No

Equipment value on lease start: [DKK] Ex. VAT
DKK _____

Do the Lessee

Is there an agreement that the Lessee, upon purchase, shall be credited the formerly paid rental payments: Yes No

If yes, the amount: [Procent] %

See §10 for further information on pre-emptive rights.

§4 – Terms and conditions of payment

The payment, if nothing else is agreed upon, is payed a month in advance.

If the Equipment upon return arrives later than the agreed term-end, will the rental period be extended on a weekly basis. Upon month-end an invoice will be send on the extended rental period.

§5 – Ownership

Until such time if the Lessee exercises their option to purchase, the ownership of the rental Equipment is and shall remain the exclusive property of the lessor, during the entirety of the rental period.

§6 – Transportation (Delivery and return)

The Lessee shall be responsible for any and all expenses and costs regarding the transportation of the equipment, both upon delivery and return. Such as freight charges, freight insurance and packaging.

Upon return it is required that the Equipment is packaged in a secure way, and keep the Equipment sheltered from the rough weather.

§7 – Liability insurance

The Lessee is liable for all damages, brought upon the Equipment during the rental period and has full liability on all costs of damaged and/or lost Equipment.

The Lessee obliged to keep the Equipment insured against fire, water damage, theft, vandalism, and must upon request show the documentation on the insurance to the Lessor.

§8 – Defected Equipment

If there any defects in the leased Equipment the Lessee must inform the Lessor immediately. The Lessor is afterwards entitled to a replacement or a repair.

§9 – Maintenance agreement

Upon entering the rental agreement, it is possible to create a maintenance agreement, in which TornboSvejs, cost-free for the Lessee, will repair the Equipment. In case the Equipment is damaged by an accident at the Lessee.

Incorrect usage/handling, vandalism, combustion caused by wrong wire dimensions, hobby cables, usage of unoriginal wearparts etc. is not perceived as an accident and the repair costs will fall upon the Lessee and not being covered by the maintenance agreement.

§10 – Pre-emptive rights

TornboSvejs leases new Equipment with pre-emptive rights. In certain situations, it is possible to get pre-emptive rights when leasing used equipment. If the Lessee want to exercise their option to purchase will the Equipment be sold to the set value in §3, oftentimes credited some of the formerly paid lease payment. The amount of the credit will be evident in §3

§11 – Consequential losses

The Lessor is not in any way responsible for any operating loss, loss of earning or other consequential losses. Neither regarding any damages caused by defects in the Equipment nor in case of any flaws in the Equipment.

§12 – Wear parts/consumer goods

The Equipment can only be used with original wear parts. Wear parts and consumer goods are not included in the rental costs.

§13 – Technical changes and measures

The Lessee undertakes the liability to compensate the Lessor if the Lessee makes any technical changes or measures regarding the Equipment, sockets, plugs, connectors, and cables.

§14 – Operation of the Equipment

The Lessee is obliged to learn about the correct usage of the equipment. The Lessee is liable for any potential damages, which may occur due to incorrect usage of the Equipment, including using the equipment in any way other than the intended use.

§15 – Cleaning of the equipment

It is expected upon return, that the Lessee has cleaned the equipment. If not, then the Equipment will be cleaned during the demobilization by the Lessor. It will be executed on an hourly basis and the Lessee will be charged 615,00 ax. VAT pr. hour.

If nothing else is specified, the *Salgs og leveringsbetingelser* applies for the Lessor.

Location _____, the _____ 20 _____ Esbjerg, the [Dato] 20

The Lessee

The Lessor (TornboSvejs ApS)