

# Lease and trade terms and conditions relating to the lease of material ('tools')

## 1. General Terms and Conditions

1.1 Unless otherwise agreed, these terms and conditions apply to any lease agreement entered into between the Customer and TMN crew ApS (hereinafter referred to as 'TMN') with regard to the leased material (hereinafter referred to as 'the Material').

1.2 All prices are listed exclusive of VAT and transport costs. The Customer shall be responsible for any transport costs.

## 2. Lease period and rate calculation

2.1 Unless otherwise agreed, the lease starts from the day that the Customer collects the Material at TMN's premises, or TMN delivers said Material to a location specified by the Customer, and ends on the day that the Material is returned to TMN's premises or collected by TMN.

2.2 The daily rate is calculated based on TMN's price list for the entire lease period, regardless of whether the Material is being used or not.

2.3 The minimum lease period is one day, unless otherwise stipulated by the order confirmation.

## 3. Payment terms

3.1 Payment should be made in accordance with the payment terms stated on the invoice. Invoices are issued weekly or, for shorter lease periods, at the end of the lease.

## 4. Deposits and ID

4.1 The Customer shall pay a deposit on TMN's request and TMN is at all times entitled to retain the deposit if they suspect inappropriate use of the Material.

4.2 The Customer must be able to show valid photo ID when requested.

## 5. Insurance premium

The Customer will pay an insurance premium of 5% of the list price for lease of the Material to cover TMN's expenses for keeping the Material insured throughout the lease period, cf. section 8.

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CVR: 34353360  
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## **6. Rights associated with breaches of the agreement**

6.1 The Material is delivered ready for use and in a **safe** condition. The Customer is responsible for examining the Material on collection/delivery and cannot raise complaints with regard to its functional capacity and employability for the purpose if the complaint relates to a fault that should have been identified at the aforementioned inspection.

6.2 The Customer should report any Material faults discovered to TMN without delay. The Customer must not undertake repairs to the Material, or hire a third party to repair the Material, without the written approval of TMN. If the Customer fails to inform TMN, the Customer will be held liable for any damage to the Material.

6.3 If the fault is not caused by the Customer using the Material inappropriately, or other circumstances for which the Customer is responsible, the Customer is solely entitled to request that TMN rectify the fault or replace the Material required in order for the Customer to be able to complete the assignment. TMN will decide whether to implement remedial measures or provide replacement Material.

If TMN chooses to implement remedial measures, these should be implemented within a reasonable time frame and without excessive inconvenience to the Customer.

If the Material is found to be faulty, the Customer is not entitled to request agreement termination or compensation, neither for direct or indirect costs accrued in this connection such as operational losses, work stoppages, rescheduling of work, etc.

6.4 In cases where faults are caused by the Customer using the Material inappropriately, or by other circumstances for which the Customer is responsible, the Customer shall be responsible for compensating for any damage. Similarly, the Customer is obligated to cover the cost of repairing the Material or, if repairs are not possible, to acquire new Material, and for paying the lease for the period in which TMN is unable to lease the Material in question.

## **7. Responsibility for use of the Material**

7.1 The Customer assumes responsibility for any risks associated with the use of the Material for the duration of the lease period, including responsibility for damage to lessee and/or third party staff, property and materials.

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7.2 The Customer is also responsible for ensuring that the Material is only used by trained staff with in-depth knowledge of its use, and solely in accordance with legislation. This includes reporting any work to the relevant authorities where applicable.

7.3 With regard to responsibility for potentially dangerous Material, please see the Danish Products Liability Act applicable at any one time.

7.4 TMN is not responsible for any losses resulting from Force Majeure events including, but not limited to, war, riots, strikes, lock-outs, embargos, export and import bans, seizures, fire, theft, machine damage and adverse weather, including low temperatures, precipitation, strong winds and similar.

## **8. Insurance matters**

8.1 The lessor insures the Material for the duration of the lease period based on the Customer paying the Insurance premium mentioned in section 5.

8.2 The lessor's insurance covers complete loss damage caused by, for example, fire, theft, vandalism or other sudden Material damage.

8.3 Loss or damage to the insured objects that is caused with intent or by gross negligence on the part of the Customer or their employees is not covered by the insurance. The Customer is thus fully responsible for any such loss or damage. The following is also not covered by the insurance: operational stoppages, loss of time or profits or other indirect losses, damage to Customer or third party belongings, staff or property. Nor does the insurance cover the Customer's transport of the Material when the Customer or a party hired by the Customer is responsible for transport.

8.4 TMN shall be notified of any damage to the Material as soon as it occurs. Fire, theft, vandalism and similar must be reported to the police within 24 hours of discovery. It is a condition for insurance coverage that a copy of the police report be forwarded to TMN as soon as the Customer receives it.

8.5 TMN's losses in the event of theft and total loss correspond to the replacement value of the Material in questions is 0-5 years old. If the Material is more than 5 years old it's current value will be used.

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8.6 The Customer undertakes to pay the excess for any damage to the Material covered by insurance pursuant to the table below. The figures are calculated based on the value of the overall loss:

Material value	Excess
DKK 0-2,500	DKK 300-2,500
DKK 2,501-5,000	DKK 800-2,500
DKK 5,001-15,000	DKK 2,000-2,500
DKK 15,001-75,000	DKK 8,000-2,500
DKK 75,001-150,000	DKK 12,000-2,500
DKK 150,001-250,000	DKK 18,000-2,500
DKK 250,001-400,000	DKK 22,000-2,500
DKK 400,001-600,000	DKK 27,000-2,500
DKK 600,001-800,000	DKK 38,000-2,500
DKK 800,001-2,500	DKK 49,000

## 9. Returns, maintenance and operation

9.1 On collection/return, the Material should be clean and in the same condition as when the work started. TMN will examine the Material once it has been returned. The Customer will be charged for any damage caused by excessive loads, incorrect handling or similar and for any cleaning required.

9.2 The Customer is obligated to perform safety-related and operational maintenance on the Material throughout the lease period. This includes, but is not limited to, ensuring that the Material is oiled, cleaned and any batteries charged pursuant to requirements, etc.

9.3 The Customer shall cover all costs associated with the operation of the Material including, but not limited to, the cost of fuel (petrol, diesel, etc.), lubrication and power.

## 10. Ownership rights

10.1 The Material remains the property of TMN throughout the lease period and must not be pawned or otherwise used as collateral toward any third parties. The Customer must at all times ensure that TMN's identification markings remain on the Material.

10.2 TMN shall have the right to inspect the Material at any time. However, this does not affect the Customer's obligation to maintain the leased Material.

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10.3 The Material must not be moved to a site other than the one stated in the order confirmation, or other than that to where it was delivered, without the prior approval of TMN. Nor does the Customer have the right to sublet or lend the Material to any third party without first obtaining the written approval of TMN.

### **11. Breaches of the agreement**

11.1 In the event of a material breach of the terms and conditions outlined in this agreement, or any other agreements entered into with TMN, by the Customer, TMN shall have the right to terminate the agreement and retrieve the Material, and the Customer is obligated to deliver the Material to TMN upon request.

11.2 Material breaches include failure to make payments, filing of a bankruptcy order, entry into liquidation proceedings, insolvency, lending or subletting of the Material to third parties, removal or significant damage to identification markings, repair or other changes to the Material, etc.

11.3 The Customer is responsible for covering the costs associated with dismantling and transporting the Material in connection with a breach of the agreement.

### **12. Choice of law and arbitration**

12.1 Any disputes between the Customer and TMN relating to this agreement shall be settled based on Danish law and cases presented to the Roskilde court.