



GENERAL RENTAL TERMS AND CONDITIONS OF WESTMANS RENTAL SERVICE AB

VALID FROM 2020-01-15

1 GENERAL

1.1 Definitions

The Lessor refers to Westmans Rental Service AB. The Lessee refers to the renter of the rented property. Force Majeure includes, among other things, fire, storm, bad weather, hail, water, burglary, theft, vandalism, explosion, leakage of hazardous substances and/or gas, or other danger related to similar negligence by the Lessee or third parties such as suppliers or transporters, illness of key personnel of the Lessor who cannot be easily replaced, siege, blockade or actions by authority and terrorism.

1.2 Agreement/order

For all transactions, the Lessor's rental and delivery conditions apply exclusively. The content and scope of the rental agreement correspond to the Lessor's written order confirmation with information about the order and rental and delivery conditions. Changes to the binding rental agreement are only valid after written confirmation by the Lessor.

1.3 Prices

The price per item is based on the current price list and applies for three days: delivery day, use day, return day (basic price), or delivery/pick-up on Thursday-Friday and return on Monday. The price for use day number two is 25 percent of the basic price, then 15 percent for each additional use day.

1.4 Rental period

The rented property is only made available to the Lessee during the agreed rental period. An extension of the rental period requires the Lessor's written consent. In the event of an extension, the Lessor is entitled to invoice additional rental fees in accordance with the above-described pricing method (see point 1.3 Prices). If the Lessee cannot return the rented property at the agreed time, the Lessor must be informed no later than the day before the rental period expires. Rent is then charged until the rented property is returned in accordance with the above-described pricing method (see point 1.3 Prices) and any additional costs up to the replacement value.

1.5 Responsibility

The Lessee is responsible for all damage to and loss of the rented property and packaging during the rental period. This also applies to damage caused by third parties or Force Majeure. If the damage can be repaired and the cost of the repair does not exceed the cost of the replacement value, the Lessee shall reimburse the Lessor for the cost of the repair. Otherwise, the Lessee will be invoiced for the replacement value. The Lessee shall indemnify the Lessor to the extent that the Lessor is held liable to a third party for damage or loss arising from the rented property during the rental period and which is not due to the Lessor. The Lessor is responsible for damage caused by the Lessor through negligence or intent. The Lessor's liability is limited to the order value.



1.6 Transfer of risk

The rented property is not insured. The responsibility for the rented property is transferred to the Lessee upon pick-up (when the Lessee picks up the property) or delivery of the rented property (when the property is delivered to the Lessee). The Lessor recommends that the Lessee insure the rented property during the rental period (including the construction and dismantling period).

1.7 Availability

If the Lessor delivers or picks up the rented property too late or if other contractual obligations are not fulfilled on time, the Lessor cannot be held liable when this is the result of Force Majeure. The tenant only has the possibility to terminate the lease agreement when the landlord's obligations can be considered permanently impossible due to delayed delivery of the rented property. However, the tenant is obliged to inform the landlord in writing - taking into account all circumstances - and first give the landlord a deadline to remedy the delay. If the landlord is still unable to fulfill his obligations after this deadline, the tenant may terminate the agreement. If the tenant discovers a defect or deficiency in the rented property at the time of delivery that makes it unusable, the tenant is entitled to an equivalent alternative.

The rented property may only be used by the tenant in accordance with the agreed provisions and for the agreed project. Therefore, without the landlord's written consent, the rented property may not be transferred to a third party, for example. If the landlord has given written permission to transfer the rented property to a third party, the tenant still has full responsibility in accordance with these conditions.

1.8 The tenant's duty to provide information

The tenant is obliged to inform the landlord immediately of:

The rented property is not complete upon delivery (no later than two (2) hours after the handover of the property). The rented property is damaged (no later than two (2) hours after the handover of the property). The rented property has been stolen or lost in some other way.

1.9 Cancellation

Cancellation of orders with a value exceeding SEK 100,000 / excl. VAT is fully charged regardless of the booking date (materials are charged, but not services such as transportation, furnishings, etc.).

Orders with a value of SEK 10,000 to 100,000 / excl. VAT can be canceled up to 30 days before the delivery date (materials are charged, but not services such as transportation, furnishings, etc.).

Orders with a value less than SEK 10,000 / excl. VAT can be canceled up to 7 days before delivery (materials are charged, but not services such as transportation, furnishings, etc.).

Adjustments can be made after a special agreement, but no later than 3 days before the delivery date. After a booking has been made, a reduction exceeding 15% of total booking amount is not permitted.

1.10 Copyright

The landlord reserves the right to photograph or film the rented property for marketing purposes in places/locations where the rented property is located.



2 THE RENTED PROPERTY

2.1 The tenant's obligations

Pickup, delivery, and return.

When the tenant picks up the rented property, he or she is obliged to check that the rented property is complete and fit for purpose. In addition, the tenant is responsible for ensuring transportation in accordance with applicable rules. The rented property must be transported in a closed space. Unless otherwise agreed, the tenant picks up and delivers the rented property. Upon agreement, transportation for payment can be arranged by the landlord. The transport will be organized so that the tenant has access to the rented property before the event. The landlord cannot be held responsible for delayed delivery due to force majeure. All goods are delivered on trolleys and must be able to roll. 15 minutes of loading and unloading time is included. If the rented property needs to be carried or transported within the property, ongoing debiting will be added. The rented property must be stored protected from the weather. Upon delivery, the tenant must immediately check the rented property. Any omissions must be reported within two (2) hours after delivery.

On the agreed pickup day, the rented property must be clean and stacked, collected in one place, and easily accessible to the driver. Upon pickup, the rented property, if possible, directly controlled and counted (carts, packaging, furniture). When the rental equipment consists of porcelain, cutlery, napkins and/or other small items, the rental equipment cannot be directly checked and counted at loading. The tenant accepts that the final check and count will be made only at the Lessor's premises. The Lessor guarantees that no loss or damage will occur between pick-up and the final check.

In cases where the tenant himself returns the rental equipment, the arrival must be reported to the Lessor before the rental equipment is unpacked. Any missing or damaged rental items that are not counted by the Lessor upon arrival will be replaced by the tenant.

2.2 Cleaning

The tenant must handle the rental equipment with care. Porcelain, cutlery, glasses and kitchen equipment, etc. are cleaned after transport by the Lessor. The rental equipment must be returned in such a way (sorted and without food and/or grease residue) that the rental equipment can be cleaned mechanically immediately. If the rental equipment is extremely dirty, the Lessor has the right to invoice the tenant for additional cleaning costs. Textiles (e.g., tablecloths and napkins) must be returned to the Lessor dry after use.

3 HEATING, CLIMATE, ELECTRICITY AND TOILET FACILITIES

3.1 Energy

The quoted price does not include costs for energy and fuel consumption or connection costs (e.g. to the power grid), unless otherwise stated. Our daily price will be invoiced upon delivery of fuel. This may deviate from the quoted price for fuel costs.



3.2 Tenant's obligations

The tenant is responsible for ensuring that the necessary connections/installations for the installation are in place in time. In doing so, the tenant is obliged to strictly follow the Lessor's instructions. In addition, the tenant must ensure that the location where the rental equipment is to be installed meets the responsible authority's requirements for such a location and that it is always freely and without hindrance accessible and that the rental equipment is not in any way hindered in its functionality - all in accordance with the Lessor's assessment. In addition, the tenant must, if necessary, obtain permission from the responsible authority approving the use of the rental equipment.

The tenant is responsible for ensuring adequate surveillance of the rental equipment. If the Lessor requires, the tenant must insure the rental equipment against the risks communicated by the Lessor. This applies for the entire rental period. The rental equipment may only be handled by the Lessor or by personnel appointed by the Lessor. The tenant is obliged to inform the Lessor directly of any malfunctions. Repairs may only be carried out by the Lessor. Restricted use due to malfunction or repair does not affect the tenant's obligation to pay the rental price.

4 TENTS

4.1 Tenant's obligations

The tenant determines where (in which location) the tent should be placed and built. The tenant investigates and takes responsibility for ensuring that the rental property can be built safely and without risk of damage and/or restrictions on the rights or property of others. The tenant informs the Lessor of any existing power lines, cables, pipes and other installations in the ground. The tenant is responsible for ensuring that the ground/location to which the rental property is to be delivered and built is clear, cleaned and easily accessible. Measures to ensure this are carried out and paid by the Tenant.

Damages to the ground and/or buildings, power lines, pipes, or other installations in the ground due to the construction of the rental property are the responsibility of the Tenant. In case of snowfall, the Tenant must ensure that the rental property's roof remains snow-free. Damages caused by snow loads are the Tenant's responsibility. In case of a storm and/or bad weather, the Tenant is responsible for keeping all walls, doors, and the roof of the rental property closed. If there is a risk of damage to the rental property, it is the Tenant's responsibility to do everything to prevent or reduce the damage to the rental property. The Tenant is obliged to inform the Landlord regularly about the course of events. Without the Landlord's written consent, the Tenant may not make any changes (except as stated in the above paragraph) to the rental property. The Tenant may only use the rental property in accordance with the agreed guidelines.

The Tenant may not make any changes to or in the rental property. It is not allowed to stick things on or paint or otherwise process the rental property. If permission from a third party is needed to install the rental property, the Tenant is responsible for obtaining such permission in time.

Cancellations of tents can be made up to 30 days before the delivery date (unless otherwise agreed).



5 CHANGES AND ADDITIONS

Changes and additions to the rental and delivery terms must be made in writing.

6 DISPUTES

Swedish legislation applies to this agreement. Disputes concerning the validity, interpretation or application of this Agreement and all legal relationships arising therefrom shall be finally resolved in a public court with the Stockholm District Court as the first instance.

7 GDPR

7.1 Controller

Westmans Uthyrningsservice AB, corporate identity number 556319-5758, is the controller responsible for how the lessee's personal data is processed in the company's records. For inquiries regarding this matter, the lessee may contact us by email at info@westmans.se or by phone at +46 (0)8-622 98 40. Address: Hantverkarvägen 8, SE-187 66 Täby, Sweden.

7.2 Purpose

Personal data/company information is stored in the customer register to facilitate the lessor's assignments towards the customer, and to simplify future orders. Such information may include telephone number, address, email, and other contact details. The information is also stored to enable the lessor to claim payment for services rendered.

To manage newsletters, bookings, event registrations, competitions and our marketing activities, we process the personal data necessary for these purposes, such as name, address, email address and telephone number.

We also use personal data to analyse, develop and improve our business and marketing. This may include using your email address in encrypted form to create target audiences with our digital advertising providers (e.g. Meta and Google) in order to display more relevant advertisements for our services.

Westmans Uthyrningsservice AB is the data controller. We do not sell your personal data. Personal data is only shared with trusted suppliers who process the data on our behalf under data processing agreements (e.g. IT providers, payment service providers and advertising platforms) and solely for the purposes stated above.

You have the right to contact us to request information about the personal data we process, request correction of inaccurate data, and object to processing for marketing purposes.

7.3 Lessee's Rights

The lessee has the right to request a record extract in order to verify what information is registered. The lessee also has the right to be removed from the system upon request, provided that the data does not need to be retained under applicable law.

7.4 Rectification

The lessor is obliged to correct data that is inaccurate or incomplete.

7.5 Storage

Independent Progress AB provides development, operation, and storage of the data stored in the order system Possum.