

GENERAL TERMS AND CONDITIONS FOR RENTAL

1. SCOPE

- 1.1 These general terms and conditions for rental shall apply to any rental of power generator(s) or any other equipment (the "Generator") by any customer (the "Lessee") of HG Rental A/S ("HG Rental"). Subject to the terms and conditions set forth in this these general terms and conditions for rental, HG Rental shall rent the Generator to Lessee enabling the Lessee to use the Generator in its daily operations.

2. ORDER AND ORDER CONFIRMATION

- 2.1 The Lessee shall for each specific order forward a specific request for rental of Generator to HG Rental. Lessee's request for rental of the Generator shall comprise the following details: (i) a reference to these general terms and conditions; (ii) date of the request; (ii) specification relating to the Generator; (iii) number of Generator to be rented; (iv) delivery and return date and place, and (v) place of use (the "Rental Request").
- 2.2 HG Rental must confirm the Rental Request in writing (including e-mail) after which a rental order is concluded (the "Rental Order").

3. DELIVERY TIME AND PLACE

- 3.1 The Lessee shall collect the Generator at HG Rental's premises unless another designated date and place of delivery is agreed in accordance with the Rental Order.
- 3.2 The Generator shall at any time be located at the place of use as stated in the Rental Order during the term of the Rental Order and shall not be removed from that location without HG Rental's prior written (including e-mail) consent.

4. RETURN TIME AND PLACE

- 4.1 The Generator shall be returned by the Lessee to HG Rental at HG Rental's premises unless another designated place of return is agreed in accordance with the Rental Order.

- 4.2 The Generator shall be returned to HG Rental in good repair, condition and working order, except as what may be expected due to ordinary wear and tear resulting from proper use thereof.
- 4.3 The Parties strive to inspect the Generator together at the time of the return. If such inspection is not conducted, regardless of the reason, HG Rental shall report any damages etc. to the Lessee at latest 14 days after the return of the Generator. The Lessee shall be liable for any damages etc. to the Generator in accordance with the relevant provisions in these general terms and conditions for rental.
- 4.4 If, for whatever reason, the Generator is not returned by the Lessee to HG Rental in accordance with the Rental Order or these general terms and conditions for rental, HG Rental shall be entitled to collect the Generator at the place where the Generator is located. Such collection shall be for the Lessee's risk and expense.
- 4.5 If, for whatever reason, the Generator is not returned by the Lessee to HG Rental at the time or place as stated in the Rental Order or these general terms and conditions for rental, the Lessee shall be liable for any loss which HG Rental might suffer, including (but not limited to) loss or damages due to HG Rental's breach of future new rental agreements.

5. PAYMENT

- 5.1 The rental fee for each Generator shall be stated in the Rental Order. The rental fee shall be based on a daily rent, excluding VAT (the "Daily Rent").
- 5.2 The Daily Rent is calculated on a monthly basis. [For example (if the Daily Rent is EUR 175); the rental of one (1) Generator for one (1) month (e.g. from 1 March to 1 April) shall amount to the number of calendar days x EUR 175, e.g. in a month comprising thirty (30) calendar days, the rent for one (1) Generator amounts to 30 x EUR 175 equal to EUR 5.250, excluding VAT.] The prices are not subject to changes to exchange rates, customs duties or other duties.
- 5.3 HG Rental shall upon delivery of the Generator to the Lessee issue an invoice for payment of the Daily Rent for the full duration of the term of the Rental Order. Payment will be due thirty (30) days from the invoice date.
- 5.4 HG Rental shall in no event be obligated to refund any amount paid, e.g. (but not limited to) any prepaid Daily Rent, by Lessee in such event that Lessee returns the Generator before the expiration of the Rental Order, except as otherwise expressly agreed by the Parties in writing (including e-mail).

6. OPERATION, SERVICE AND MAINTENANCE

- 6.1 The Lessee shall use the Generator in a careful and proper manner and shall comply with all instructions provided by HG Rental as well as any applicable national, state or similar laws, ordinances and regulation relating to the possession and use of the Generator. ***It shall hereby be emphasized that the Generator at any time shall be equipped with a ball catch.*** HG Rental shall have the right to inspect the Generator during the Lessee's normal business hours upon request. The Lessee shall in any cases be obligated to inform HG Rental of the location of the Generator.
- 6.2 To the extent the Lessee relocates the Generator and move it by use of a vehicle, the Lessee shall comply with any applicable national, state or similar laws, ordinances and regulation concerning the transport of a trailer, etc.
- 6.3 The Lessee shall make no alterations or modifications to the Generator without HG Rental's prior written consent (including e-mail). Any alterations accepted by HG Rental and conducted by the Lessee shall be for the risk of the Lessee and be the property of HG Rental.
- 6.4 Subject to Clause 6.5, HG Rental shall maintain the Generator in good repair and operating condition, allowing for reasonable wear and tear. All repair and replacement services with respect to the Generator supplied during the term of the Rental Order shall be performed by HG Rental, only. Costs relative to maintenance, repair and replacement service shall be paid by HG Rental. The Lessee shall refrain from performing any repair or service with respect to the Generator.
- 6.5 If the Generator (i) becomes damaged or inoperable due to the Lessee's misuse, abuse, modification, improper storage, neglect, accident (other than an accident caused by the Generator itself), (ii) is not properly maintained on grounds attributable to Lessee, its employees and/or agents (e.g. failure to inform HG Rental of any malfunctions requiring service or maintenance), or (iii) has been disassembled, serviced, maintained or reassembled by the Lessee or a third party not authorized by HG Rental, Lessee shall be liable for any damage to the Generator and shall indemnify HG Rental any expense, costs, etc. which HG Rental might incur due to above, e.g. (but not limited to) any repair costs.

7. INSURANCE AND LIABILITY

- 7.1 HG Rental shall take out and maintain adequate insurance coverage for the Generator.
- 7.2 Notwithstanding Clause 7.1, the Lessee shall be responsible for any and all losses and/or damages incurred due to the Lessee's act or omission to the furthest extent possible under applicable law. Lessee shall indemnify and hold HG Rental harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of or connected with such act or omission.

7.3 HG Rental shall be responsible for any damages which are incurred due to a defect in the Generator, including (but not limited) to pollution caused by the Generator due to a defect in the Generator. However, HG Rental shall in no event be liable for any damage which is incurred due to the act or omission of the Lessee.

7.4 HG Rental's liability shall in any event be limited to the total Daily Rent paid by the Lessee. However, if HG Rental's liability is covered by insurance, the liability shall be limited to DKK 2.500.000.

8. PRODUCT LIABILITY

8.1 HG Rental shall in no event be liable for loss of production, loss of contract, loss of profit, loss of time, loss of business opportunities, loss of goodwill or any indirect or consequential loss whatsoever.

9. TITLE AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Generator is, and shall at all times be and remain, the sole and exclusive property of HG Rental. Lessee shall have no right, title or interest therein or thereto except as expressly set forth in these general terms and conditions. The Lessee shall not sublet or lend the Generator to any other parties.

9.2 Lessee acknowledges that HG Rental is, and at all times shall be, the owner of any and all intellectual property rights in and to the Generator. Nothing in these general terms and conditions or the Rental Order shall be construed as assigning, transferring or granting Lessee any right, title or interest in the intellectual property of HG Rental.

10. TERM AND TERMINATION

10.1 The Rental Order shall become effective as of the date of its execution and shall continue for the period of insert the period of the Rental Order. The term of the Rental Order may be extended for a period of time pursuant to written agreement (including e-mail) between the Parties.

10.2 The Rental Order shall be non-terminable for convenience for the duration of the Rental Order.

10.3 In case of breach of contract, these general terms and condition or the Rental Order, the Rental Order may be terminated with immediate effect at any time by either Party.

10.4 Upon the expiration or earlier termination of the or an Rental Order, the Lessee shall return the Generator to HG Rental in good repair, condition and working order, except as what may be expected due to ordinary wear and tear resulting from proper use thereof, by delivering the Generator at the

Lessee's cost and expense to such place as HG Rental shall specify within the city in which the Generator was delivered to the Lessee.

11. FORCE MAJEURE

11.1 Each of the Parties shall not be liable for failure of or delay in performance of its obligations under these general terms and conditions or the Rental Order (other than for the payment of money) if such failure or delay is attributable to one of the following non-exhaustive circumstances if such circumstance (i) prevents a Party performance under these general terms and conditions or the Rental Order, (ii) is outside the control of the Party, and (iii) could not have been avoided by the Party: Any financial losses, damages, delays, nuisances and disturbances of operation which are the result of legislation, any action taken by governmental or public authorities, acts of war, acts of terrorism, strikes, blockades, lockouts, epidemics/pandemics, fire and natural catastrophes. In such case, the Party shall be entitled to postpone fulfilment of the obligation until the obstacle has ceased. Furthermore, both Parties shall be entitled to terminate the Rental Order in full or in part without incurring any liability for this if the obstacle causes fulfilment to be postponed for more than three (3) months.

11.2 Regardless of above, the Lessee shall always be obligated to take good care of the Generator.

11.3 If the fulfilment of an obligation under these general terms and conditions or the Rental Order is prevented or delayed due to reasons attributable to COVID-19, e.g. (but not limited to) delay in the delivery of generators, parts, components and/or materials from HG Rental's subcontractors, restrictions imposed by governments or local authorities, infection or quarantine of HG Rental's personnel or subcontractors, or any restriction affecting transport or logistics, such circumstances shall regardless of above mentioned conditions be considered a force majeure circumstance and HG Rental shall be entitled to invoke its right according to Clause 11.1.

12. ASSIGNMENT

12.1 Lessee shall not assign any rights or obligations under these general terms and conditions or the Rental Order or its interest in the Generator to any other entity without the prior written consent (including e-mail) of HG Rental.

13. GOVERNING LAW AND VENUE

13.1 These general terms and conditions, the Rental Order and any claim arising out of, or in connection with these general terms and conditions or any agreement between the Parties shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law.

13.2 Any dispute or claim which cannot be settled amicably between the Parties, shall be brought before the City Court of Odense, Denmark in the first instance.

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Schedule 1

Generator model	Identification number	Comments*

* Possible comments relative to visible wear and tear, installation requirements etc.

Any labels, markings, trademarks, etc. on the Generator shall not be removed from the Generator.