DAGSLYS

GENERAL RENTAL TERMS

English translation for information only. The Norwegian version is legally binding.

Dagslys rents out lighting equipment, vehicles and studios only. We can help with rigging and use of the equipment, but this must be agreed well in advance. The equipment is checked out from our depot by the hirer and returned the same way.

All quotes are subject to change, and consumables such as gels, tape, diesel and the like are charged in addition. If insurance is to be excluded, the customer must give written notice of this when accepting the quote. The hirer is responsible for the equipment, including vehicles, from the moment it is collected from our depot.

Loss or damage below the excess will be invoiced to the hirer in full. The excess for damage to equipment is NOK 10,000. The excess for damage to vehicles over 3.5 tonnes is NOK 20,000.

When renting a vehicle, 60 km per day is included in the rental price; mileage beyond this will be invoiced at NOK 6 per km. Any speeding and parking fines, road tolls and diesel consumption will be invoiced to the hirer.

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STANDARD RENTAL TERMS DAGSLYS AS

English translation for information only. The Norwegian version is legally binding.

1. Purpose

This agreement governs the terms for hiring lighting equipment, vehicles etc. from Dagslys AS. If terms other than those set out in this agreement are to apply, they must, to be valid, be set down in writing in a separate agreement document, to which these standard rental terms shall be attached and of which they shall form part. All quotes are subject to change.

2. Calculation of hire

The hire period runs from and including the day the hired equipment is dispatched by Dagslys AS, or from the time agreed for collection. The hire period runs up to and including the day the equipment is returned. Unless otherwise agreed, the equipment shall be returned to the same place it was issued from.

Consumables such as gels, tape, diesel and the like are charged in addition to the quoted price.

When renting a vehicle, 60 km per day is included in the rental price. Mileage beyond this will be invoiced at NOK 6 per km. Any speeding and parking fines, as well as road tolls and fuel consumption, will be invoiced to the hirer.

3. Invoicing – payment terms

Hire is invoiced in accordance with the price list in force at any time or in accordance with the agreement document entered into. For larger deliveries a separate invoicing plan is prepared. Late payment incurs interest at the rate in force at any time under Norwegian law. Invoices are due for payment 10 days from the invoice date unless otherwise agreed in writing. Any complaint about an invoice must be made within 10 days of the invoice date. Any agreed deposit or advance payment must be paid before the rental item is issued. Deposits and advance payments are set off against the final invoice. A new day's hire is charged if rental equipment is returned after 08:00. If a rental agreement is cancelled with less than 24 hours' notice, 50% of the rental cost will be invoiced. This does not apply, however, if the cancellation is a direct result of the hirer's client cancelling or postponing the assignment.

4. Issue and return

Dagslys AS undertakes to hand over the equipment clean, in full working order and compliant with regulations. Risk and responsibility for the equipment lie with the hirer from the time it leaves the Dagslys AS rental department until it is returned there. Equipment that has been ordered must be

collected at the agreed time. If the equipment is not collected at the agreed time, Dagslys AS will charge hire from and including the agreed collection day until the equipment is collected or the agreement is terminated. If the equipment delivered differs from what was agreed, the hirer shall notify Dagslys AS immediately, and Dagslys AS may then replace the equipment or make other corrections. If the hirer has not notified Dagslys AS of faults and/or defects within 2 working days, the rental item shall be deemed to have been free of faults when issued. The hirer is responsible for returning the equipment in full working order, clean and free from damage. Defects found on return will be remedied by Dagslys AS at the hirer's expense.

5. Subletting

The hirer may not sublet or transfer its rights under this agreement to others, or make any legal dispositions (transfer, pledging, etc.) over the equipment.

6. Supervision and use of the equipment

The rental item shall be used solely for the tasks and under the working conditions for which it is designed. The hirer shall ensure that during the hire period the equipment is used only by personnel who have been trained in its use, and who thus have the skill and competence to handle the equipment correctly and to avoid exposing themselves or others to injury. The hirer shall follow instructions regarding the use of the equipment. The hire is based on one shift's use of the equipment, or on the agreement in force. The stated capacity of the equipment must not be exceeded. The hirer shall further ensure that the equipment is protected from unauthorised persons and from unnecessary external impact. The prices stated in the price list assume use in a clean, non-corrosive environment. Use for work that exposes the equipment to particular environmental strain must be agreed in advance, so that special preventive measures can be taken. Prices for such protection will be given on request. The hirer covers the costs of fuel, topping up engine oil and antifreeze, punctures, transport from the place of delivery to the place of return, cleaning of the equipment before return, any pre-agreed preventive maintenance and repair of damage, and insurance in accordance with section 7. To prevent unnecessary downtime and repairs, or dangerous situations arising from the equipment breaking down, the hirer shall check the equipment daily and, if necessary, top up oil, antifreeze, battery water, etc. Rules for inspection and maintenance may be given in writing. If the equipment does not work satisfactorily, it shall be taken out of use immediately, and Dagslys AS shall be notified immediately so that the fault can be corrected. When preventive maintenance is necessary, Dagslys AS will contact the hirer in advance so that a suitable time for this work can be agreed. The hirer must not make changes or modifications to the equipment without prior approval from Dagslys AS. Dagslys AS has the right to inspect the equipment at any time, and the hirer shall keep Dagslys AS informed of where it is being used during the hire period.

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7. Insurance – scope of cover

During the hire period the rental item is insured through Dagslys AS, and the hirer is charged an insurance premium. The current insurance terms can be found here:

Insurance terms for rentals, Dagslys AS, 29.09.2017 (in Norwegian)

All damage or loss not covered by the policy will be repaired or replaced at the hirer's expense. If insurance is to be excluded, the customer must give written notice of this when accepting the quote. In that case the customer shall provide proof that it has its own equivalent insurance for the equipment and any vehicles. The insurance applies to rental equipment located in the Nordic countries. It covers sudden and unforeseen damage in accordance with the terms for fire, machinery, goods-in-transit and erection insurance. The insurance is extended to cover damage from theft. The following security rules apply to this extension:

1. Lorries and generator trucks shall be locked with the ignition lock (remove the key) and, where possible, the cab shall be locked.
2. Other machinery and equipment shall be locked in a cargo space, a steel container or another storage place with FG2 approval.

For damage covered by the insurance, the hirer must pay an excess. The excess for damage to equipment is NOK 10,000. The excess for damage to vehicles over 3.5 tonnes is NOK 20,000. The insurance premium is charged to the hirer at 5% of the gross daily hire.

8. Limitation of liability

The hirer is liable for all damage and loss, including personal injury, damage to property and financial loss, as well as consequential damage, loss of use and indirect loss caused to Dagslys AS, its employees, the user of the equipment or third parties in connection with the transport, placement or use of the rental item (including any operational disruptions). Dagslys AS cannot be held liable for such damage unless Dagslys AS personnel caused the damage intentionally, or the company as such acted with gross negligence. Dagslys AS is in no circumstances liable for indirect loss. Dagslys AS does not warrant that the equipment in question meets the hirer's needs.

9. Cancellation

The customer will not be charged a cancellation fee if Dagslys AS is notified more than 72 hours before the agreed start of hire. If cancellation takes place between 72 and 24 hours before the agreed start of hire, a fee of 50% of the agreed rental price will be charged. The customer must pay the agreed rental price in full if cancellation takes place less than 24 hours before the agreed start of hire.

For long-term hire for periods of 3 weeks or more, a cancellation fee of 50% of the agreed rental price will be charged to the customer once the rental agreement has been entered into. The customer must pay the agreed rental price in full if a long-term hire is cancelled less than 2 weeks before the agreed start of hire.

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10. Termination – rescission – breach

Rentals with a pre-agreed hire period and price run for the agreed period, unless special termination terms have been agreed. If the hirer breaches its obligations, including failing to pay hire and/or any additional charges on time, or if the hirer does not treat the equipment with reasonable care, Dagslys AS may terminate the agreement with immediate effect and demand the return of the equipment. In addition, Dagslys AS may claim compensation in accordance with Norwegian law. The hirer may terminate the agreement if Dagslys AS does not carry out maintenance and repairs satisfactorily.

11. Disputes

The parties shall seek to resolve any dispute under this agreement through negotiation. The hirer may not withhold more than the disputed amount. If negotiations do not succeed, the dispute shall be referred to the ordinary courts, unless the parties agree otherwise. The proper venue shall be the municipality from which the equipment was hired out.