

## General terms and conditions

These general rental/sales terms and conditions shall be applicable to tenders issued by PERI and such contractual relationships entered into between PERI and the client in connection with such a tender. If PERI provides technical consulting services regarding designs, project engineering and the like, ABK 09, General Conditions of Contract for Consulting Agreements for Architectural and Engineering Assignments, shall instead be applicable according to that specified more closely under the section "Contractual documents" below.

The conditions under the heading "General terms and conditions" below shall be applicable to both the rental and sale of PERI's products. While the conditions under the heading "Rent of products" below shall only be applicable in the rental of PERI's products and condition under the heading "Purchase of products" below shall only be applicable in the sale of PERI's products.

## General terms and conditions

### Definitions and interpretation

- In the agreement, the terms below shall have the following meaning unless circumstances clearly indicate otherwise.  
**"The Client"** refers to the party to which this tender is issued on condition that the party has submitted an order to PERI based on the tender. In the agreement, the Client is also called "lessee" and "buyer".  
**"Rent"** refers to the price excluding value added tax for all products that under the agreement shall be covered by the delivery and, to avoid doubt, encompasses both the rental amount and the base cost according to that stated under the heading "Price and payment" below..  
**"PERI"** refers to PERI Sverige AB corp. ID no. 556091-7600 and in this agreement is also called the "lessor" and "seller"  
**"The Product"** refers to the rental object and/or the product covered by the delivery.
- In the renting of formwork materials, that stated in ABM 07 (with the amendments, modifications and clarifications presented by these general rental and sales terms and conditions) in applicable sections and with relevant modifications, shall also apply in the renting of PERI's products, whereby e.g. the term "purchase amount" shall be replaced with "rent"; "seller" shall be replaced with "lessor" and "buyer" shall be replaced with "lessee".

### Contractual documents

- In the rental and sale of PERI's formwork and formwork materials, and in the sale of scaffolding, ABM 07 shall apply. In the rental of scaffolding, STÄLLNING 19 (industry-specific supplement for scaffolding) shall apply instead of ABM 07. If PERI provides technical consulting services, such as project engineering and design, ABK 09 shall apply instead of ABM 07 and STÄLLNING 19. The standard terms listed in the previous sentence apply with the amendments, modifications and clarifications presented by these general rental and sale terms and conditions.
- If conflicting information exists in the contractual documents, they mutually apply in the following order unless circumstances clearly dictate otherwise:
  - PERI's order confirmation
  - PERI's tender
  - these general rental and sales terms and conditions
  - ABM 07, STÄLLNING 19 or ABK 09 (see point 1 above)
  - price list: LP1 applicable at all times (revised annually)
  - descriptions
  - drawing
  - other documents without mutual order

### Offer

Offer from PERI is valid for thirty (30) days from the date the offer was issued. PERI reserves the right to make reservations for intervening sales/rentals. The validity of the offer presupposes approved creditworthiness of the customer.

### Order confirmation

The Client shall present any objections to order confirmations in writing within five (5) workdays. Otherwise, terms and conditions in order confirmations are binding to the Client.

### PERI Sverige AB Form Ställning Plywood Konstruktion

Box 178  
301 05 Halmstad  
Sadelvägen 19  
302 62 Halmstad  
+46(0)35 17 46 60

Box 88  
142 22 Skogås  
Svarvarvägen 15  
142 50 Skogås  
+46 (0)8 449 46 60

E-MAIL [info@peri.se](mailto:info@peri.se)  
WWW [www.peri.se](http://www.peri.se)

BG 744-3609  
ORG NR 556091-7600  
REG NR 01-556091-7600  
VAT NO SE556091760001

Approved for corporate tax

In the event of insufficient supply at PERI of the product stated in the order confirmation, PERI is entitled to deliver another product with corresponding or equivalent function.

### Terms of delivery

1. "Leveransklausuler för byggbranschen 2008" (Delivery clauses for the construction industry 2008) apply. Deliveries according to FOT (Free On Truck) apply; the location for delivery is PERI's depots.
2. PERI pays all costs for the product up to the point in time that loading is done. The Client shall pay all costs from the point in time that is stated in the previous paragraph, including transport costs, up to and including, for rental of products, the point in time that the product has been returned in accordance with the agreement, including the return transport.
3. Receipt inspection shall take place according to ABM 07 p 18 with the amendment that a delivery note shall be signed in writing upon handover.
4. Delivery time according to agreement in the project in question, although no earlier than five (5) workdays after a cleared order with approved drawings and product amounts. If PERI is asked to provide formwork or scaffolding drawings, at least another ten (10) workdays are added for project engineering.
5. If no remark has been made within eight (8) days of receipt of the delivery, the product is considered delivered as per agreement.
6. Unless otherwise agreed, partial deliveries of products shall be permitted.

### Liability

1. PERI's liability to pay compensation under the agreement, including, but not limited to damages due to faults, damage or delay, shall be limited to fifteen (15) per cent of the purchase amount/rent/assignment compensation.
2. A party's liability to pay compensation under the agreement shall not pertain to indirect damages or losses.

### Grounds for cancellation, etc.

1. If the Client does not make payment within the agreed time, cancels its payments, is declared bankrupt, enters composition proceedings without bankruptcy or otherwise disregards its obligations under the rental agreement, the lessor is entitled to cancel the agreement effective immediately and retake rented product.
2. In the event of a deficient credit rating for the Client, PERI may request cash payment, deposit or, for rent, advance rent according to terms and conditions thereby stated by PERI.

## Rental of products

### Rental period

The rental period is counted from the date the rental object (hereafter the product) leaves the lessors depot or, upon the client's delay, is made available for pick-up there, until the date that it is returned to the depot or another site chosen by the lessor with an equivalent transport cost, if the parties do not agree otherwise. In the rental of "used" PERI UP materials, a minimum rent of 1 month applies and in the rental of "new" PERI UP materials, a minimum rent of 6 months applies.

### Insurance and the lessee's liability

1. The lessee is obliged during the rental period to keep the product adequately insured, which includes requisite all-risks insurance being taken out for the product. The lessee shall upon the lessors request present to the lessor evidence that agreed insurance has been taken out and is maintained during the rental period. If the lessee fails to do that stated in the previous sentence, the lessor is entitled to take out relevant insurance at the lessee's expense.
2. The lessee is responsible for ensuring that the product is well cared for and kept in functional condition during the rental period. Compensation for damaged or lost product is payable according to the applicable price list LP1.
3. The lessee is liable for all costs and damages that the lessor or a third party incurs during the rental period in connection with the rental, including without limit to damage to the product and damage caused by the product. The lessee shall take out and maintain requisite liability insurance of a minimum of 200 price base amounts, but an excess of no more than three price base amounts, during the entire rental period.

### Use of product

1. The product may only be used for such tasks and under such working conditions for which it is intended and in accordance with the lessors regulations and instructions.

### PERI Sverige AB Form Ställning Plywood Konstruktion

Box 178  
301 05 Halmstad  
Sadelvägen 19  
302 62 Halmstad  
+46(0)35 17 46 60

Box 88  
142 22 Skogås  
Svarvarvägen 15  
142 50 Skogås  
+46 (0)8 449 46 60

E-MAIL [info@peri.se](mailto:info@peri.se)  
WWW [www.peri.se](http://www.peri.se)

BG 744-3609  
ORG NR 556091-7600  
REG NR 01-556091-7600  
VAT NO SE556091760001

Approved for corporate tax

2. The lessee is not entitled to transfer the rental right to another party or otherwise let the product for use by another, nor pledge nor sell the product.
3. The product may not be used at a location other than the one stated in the rental agreement.
4. If the product is moved to a different rental object or stored in a different location than that stated in the rental agreement, the lessee shall first obtain the lessors approval for this.

### Return

1. The lessee shall notify the lessor of the return of the product no later than four (4) workdays before the return.
2. Return of product shall be paid for by the lessee and shall be made to the same depot as the one it was released from unless the parties agree otherwise.
3. A product shall upon return be well cleaned and packaged according to the instruction sheet "Return of rental materials" (available in Swedish at <http://www.peri.se/ladda-ner-dokument-broschyrer.html>, under the "Tjänster & Service" tab).
4. For unrinsed, incorrectly turned, uncleaned or unsorted product, the lessee is charged for PERI's full cost for restoration.
5. Return delivery notes shall accompany each return transport, available at <http://www.peri.se/ladda-ner-dokument-broschyrer.html>, under the tab "Tjänster & Service".
6. When the product is returned with a return delivery note (as per 5 above), the lessor shall point out faults in the product within fifteen (15) workdays at the risk of forfeiting the right to do. A product missing or being damaged counts as a fault.
7. Missing and damaged product is charged according to the valid price list LP1.

### Price and payment

1. Rent is charged as a percentage (%) of list price, LP1, of a delivered product unless otherwise agreed. LP1 is revised annually, which means that the rent may be adjusted during the rental period. Value added tax is due on the rental amount. Charging takes place per calendar day, also during holiday periods.
2. The base cost is charged at delivery and partial delivery. Value added tax is due on the base cost.
3. Invoicing takes place monthly in arrears unless the parties agree otherwise.
4. Costs for project-specific formwork drawing, design calculations, project management and other services is additional to rental and base costs.

### Collateral

The lessor has the right upon entering the agreement to demand that the lessee provide collateral corresponding to the rental amount as per point 1 under the heading Price and payment above or another adequate collateral. The lessor shall immediately return such collateral received according to the sentence above as soon as the lessee has fulfilled all of its commitments under the agreement.

### Delay

Rental applies with reservation for circumstances, over which the lessor has not control, and which prevent, impede or delay the fulfilment of the agreement. The lessee is not entitled to compensation for unrealised or delayed rental due to this.

### Forfeiture

If the lessee does not fulfil its obligations under the agreement, the agreement is forfeited and the lessor is entitled to immediately retake rented product without observance of a period of notice and to reasonable compensation for damages due to the forfeiture.

### Limitation

Point 29 in ABM07 shall not be applicable in the rental of product.

## Purchase of products

### Price and payment

1. In the purchase of products, the list/day price current on the tender date applies. Value added tax is additional on the price.
2. Invoices shall be paid within thirty (30) days of the invoice date. Interest on delayed payments is charged in accordance with the Interest Act.
3. Ownership of sold products remains with the seller until full payment has been made.
4. In the event of deficient payment, the seller has the right to retake the products on the conditions stated in the Credit Sales between Undertakings Act.

### PERI Sverige AB Form Ställning Plywood Konstruktion

Box 178  
301 05 Halmstad  
Sadelvägen 19  
302 62 Halmstad  
+46(0)35 17 46 60

Box 88  
142 22 Skogås  
Svararvägen 15  
142 50 Skogås  
+46 (0)8 449 46 60

E-MAIL [info@peri.se](mailto:info@peri.se)  
WWW [www.peri.se](http://www.peri.se)

BG 744-3609  
ORG NR 556091-7600  
REG NR 01-556091-7600  
VAT NO SE556091760001

Approved for corporate tax