

SPECIAL TERMS AND CONDITIONS
applicable to rental of containers or other equipment
Version March 2021

- 1. Introductory provisions**
 - 1.1 These Special Terms and Conditions shall – unless the parties make a different written agreement – constitute the content of the agreement between Ragn-Sells and the customer upon agreement that the customer will rent equipment (the Rental object) from Ragn-Sells. The General Terms and Conditions of Ragn-Sells also apply, in addition to what is prescribed in these Special Terms and Conditions.
- 2. Ownership and usage rights**
 - 2.1 Ragn-Sells is and shall remain the owner of the Rental object; the customer merely acquires a right to use the Rental object through this agreement. The Rental object must always be labelled 'Property of Ragn-Sells'.
- 3. Delivery**
 - 3.1 Ragn-Sells shall deliver the Rental object to the specified location by the deadline as stated in the agreement or, if no deadline has been given, within a reasonable timeframe.
 - 3.2 Ragn-Sells shall provide the customer with a manual or other relevant information in connection with the delivery of the Rental object.
- 4. Receipt, inspection and complaints**
 - 4.1 The customer shall bear the cost of any measures that may be required to take receipt of the Rental object when it is placed at the former's disposal.
 - 4.2 The customer shall, upon receipt of the Rental object, carefully inspect it, checking its condition and functions. If the Rental object is faulty, the customer must immediately notify Ragn-Sells of the fault in writing.
 - 4.3 Ragn-Sells is not liable for any faults discovered, or which ought to have been discovered, during a receipt inspection if these were not reported to the company within one week of the date on which the Rental object was delivered. Complaints submitted more than three months after the delivery date shall have no effect on Ragn-Sells.
- 5. Care and maintenance**
 - 5.1 The customer must conduct proper care of the Rental object and ensure it is looked after.
 - 5.2 Ragn-Sells provides a basic preventive maintenance service, which shall be conducted on the customer's premises. The customer must see to and pay for any further maintenance and repairs potentially required to preserve the Rental object in its original condition – with the exception of normal wear and tear.
 - 5.3 Should the Rental object ever become unusable during the period of rental due to abnormal wear and tear, neglect or another reason, this shall not release the customer from their duty to pay the rental charges and other compensation in accordance with this agreement.
- 6. Faults and other issues**
 - 6.1 If the Rental object is faulty and Ragn-Sells is liable for the fault(s) under these Special Terms and Conditions, Ragn-Sells shall have the choice of either (1) remedying the fault, (2) replacing the faulty equipment with fault-free equipment or (3), in cases where the fault does not have any major impact on functioning, grant the customer a reduction of the rental charges to an extent consistent with the fault. If the fault has a major impact on the functioning of the Rental object and Ragn-Sells fails to either remedy the fault or replace the faulty equipment within a timeframe that is reasonable in light of the scope and significance of the fault, the customer shall be entitled to withdraw from the rental agreement. Ragn-Sells has no other obligations in the event of a fault in the Rental object other than what is stated here.
- 7. Damage or loss of the Rental object**
 - 7.1 Unless agreed otherwise, the customer shall, irrespective of the cause, be liable for loss or damage to the Rental object – aside from normal wear and tear. The customer shall, irrespective of the cause, always be liable for damage to or cleaning of containers as a result of unsuitable or hazardous waste being placed in the container.
- 8. The customer's usage of the Rental object**
 - 8.1 The customer assumes responsibility for ensuring there is permission to set up the Rental object in the agreed location, as well as for any costs associated with this.
 - 8.2 An equal balance must be maintained when loading the Rental object. Likewise, the load must never be higher than the upper edge, and the maximum weight prescribed by Ragn-Sells must not be exceeded either. Objects longer, taller or wider than the Rental object must not be loaded into this.
 - 8.3 The customer is liable for all damage arising as a result of the customer's usage of the Rental object.
 - 8.4 Without the prior written consent of Ragn-Sells, the customer must not move the Rental object from the site of usage specified in the agreement or utilise the Rental object for a purpose other than the purpose agreed.
 - 8.5 The Rental object must not be incorporated into any other property, movable or not, in a way that could jeopardise Ragn-Sells' right to use the Rental object.
 - 8.6 Unless the prior written consent of Ragn-Sells has been obtained, the customer must not assign this agreement or lease the Rental object to another party.
- 9. Rental fee**
 - 9.1 Unless the parties agree something different, a rental fee will be charged from the date of the Rental object's delivery (inclusive) until the date when the Rental object is to be collected (inclusive) as per the agreement.
- 10. Assignment or transfer**
 - 10.1 Unless the prior written consent of Ragn-Sells has been obtained, the customer must not assign this agreement or lease the Rental object to another party.
 - 10.2 Ragn-Sells is permitted to transfer or pledge the Rental object and/or Ragn-Sells' rights under the agreement, with reservations made for any of the customer's rights to the Rental object under this agreement.