

GENERAL CONDITIONS OF CONTRACT FOR TEMPORARY MODULAR BUILDING

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1. INTRODUCTION

1.1 DEFINITION OF TERMS

Alterations and Additions (ÄTA ändrings och tilläggsarbeten): Alterations, additions directly linked to commissioning, use and decommissioning, the nature of which does not differ significantly from these measures.

Client: Party ordering modular buildings, indicated by the contract form.

Commissioning: Assembly of modular buildings including transportation and customisation work.

Commissioning area: The area within which commissioning works, use and decommissioning will take place.

Contract form: Specific conditions of the contractual relationship in question for which these General Conditions of Contract for Temporary Modular Buildings constitute an appendix.

Customisation: Adaptation beyond standard design.

Decommissioning: Reinstatement, reconditioning, dismantling and removal of modular buildings.

Dismantling: Disassembly of modular buildings.

General Conditions of Contract for Temporary Modular Buildings: Provisions according to this document

Handover inspection: Inspection to confirm provision of the specified building in relation to agreed design.

Marking out: Staking out of land where the modular buildings are to be placed.

Modular building: The movable module(s) including, where applicable, associated fixtures and equipment provided through this contract. A more detailed description of the modular buildings is provided by the contract form and other contract documents.

Modular system: The series from which modules used for the modular buildings form part.

Module: Movable unit within module system forming part of modular buildings.

Removal: Taking away of modular buildings.
Set up: Placement of modules for modular buildings.

The company: Party providing modular buildings, indicated by the contract form.

The/this contract: Contract form together with General Conditions of Contract for Temporary Modular Buildings including appendices pertaining thereto.

Use: Use of the company's modular buildings for the client's temporary needs for their own use.

1.2 CONTRACT DOCUMENTS

Should the contract documents be found to contain conflicting information, the documents

shall apply in the following order:

- a) Contract form. If tender documents have been attached to the contract form as a separate appendix, these shall be deemed to constitute part of the contract form.
- b) General Conditions of Contract for Temporary Modular Buildings
- c) Drawings and descriptions
- d) Technical description

1.3 GENERAL

The purpose of this contract is for the company to provide movable modules that are assembled and rented to the client for their temporary module requirements. The modules are erected on own or other's land for non-permanent use. The modules will be dismantled and taken away and returned to the company upon the end of the rental.

2. COMMISSIONING

2.1 COMMISSIONING AREA, ETC.

Commissioning is performed in the commissioning area indicated and prepared by the client. The scope and location of the commissioning area is indicated by the contract form and, where applicable, attached drawings. The client must ensure that building permits are obtained at its own expense well before commissioning and that these are kept in force for the intended use of the modular buildings under this contract. A copy of any building permits granted shall be sent to the company without delay. The company will provide supporting module-specific information for the building permit application in respect of the modular buildings. The client must obtain or pay for other supporting information such as site map and site layout plan, unless otherwise agreed. Prior to the commissioning of the modular buildings, the client must satisfy official requirements under the Planning and Building Act, considering the scope of the modular buildings.

At the start of the commissioning period, the client shall provide flat, gravel-free and paved, ice and snow-free land pitch in accordance with the company's instructions as a base for placement, including a margin of two metres of hard standing outside the placement of the modular buildings. The maximum height deviation permitted is 50 mm within the limiting line of the modular buildings. The client shall provide the necessary damp proof barrier where appropriate. The client is responsible for the load-bearing capacity of the land satisfying the base loads and dispersion specification. The land shall also be well-drained and extend at least one metre beyond the façade lines of the modular buildings including projections

such as steps, ramps and links. This constitutes the boundary for the modular buildings.

A commissioning boundary comprises a ready-prepared area of land or superstructure (concrete floor, steel frame or similar) provided by the client including related site space up to 5 metres around the modular buildings and for a full length of 8 to 12 metres.

2.2 RESPONSIBILITY DURING COMMISSIONING

The client is the building owner under the Planning and Building Act and consequently has overall responsibility for commissioning.

The client shall appoint an appropriate person to coordinate the work of the parties in the commissioning area.

The client has work environment responsibility at the construction site under the Work Environment Act.

The client is responsible for the necessary delimitation, fencing, signage and for displaying a copy of the prior notice and work environment plan at the construction site.

2.3 CONDITION OF THE MODULES

The design specification is described in applicable contract documents. The modular buildings are otherwise rented as found. Deviations from the technical description and other general product descriptions that are of minor importance shall not be deemed to be deviations from agreed condition. The entire or parts of the modular buildings may have been used previously, but shall be handed over to the client in an acceptable condition as regards surface finish and technical function.

The condition of the modules upon return or upon cessation of this contract is otherwise indicated as provided below concerning 'decommissioning'.

2.4 SCOPE

The scope of the modular buildings is indicated by the contract form and, when applicable, by attached drawings and technical description. Any areas specified in the contract documents are approximate and specified as a building technical area (BTA) unless otherwise stated. Neither party is entitled to repayment or payment of agreed remuneration in the event that an area is specified incorrectly.

2.5 MARKING OUT

The client will consult the company when attending to the marking out of the modular buildings.

The client is responsible for modules being marked out in accordance with building permits. If this is not done, the client is responsible for all costs arising as a consequence.

2.6 TRANSPORT ROUTES, ACCESS ROADS, TURN-OUT AREAS

The client is responsible for there being an easily accessible paved route dimensioned for heavy traffic (vehicle length 24 m, max width 4.5 m and vertical clearance of up to 4.5 m and also twin load pressure of up to 26 tonnes) between the public road and the area for the necessary vehicles and also the turn-out area for vehicles and materials. The client is also responsible for there being a load-bearing turn-out area with necessary workspace for mobile work platform and mobile crane directly adjacent to the placement of the modular buildings. The client is responsible for the site being delimited with appropriate barriers. The corresponding also applies during decommissioning.

2.7 PERSONNEL FACILITIES

When so required, the client shall provide the company and its contractor(s) with necessary personnel facilities in the immediate vicinity of the site. The corresponding also applies during decommissioning.

2.8 ADDITIONAL COSTS

Any downtime and other additional costs caused by inadequacies or faults in the client's preparatory works as shown above shall be charged as an 'alterations and additions' cost. If the project is postponed during the period following order, and this is due to the client, the client is similarly responsible for any additional costs and loss of revenue for the company. The corresponding also applies during decommissioning.

2.9 HANDOVER INSPECTION, ETC.

A handover inspection of the modular buildings, based on the design and standard specified in the contract documents, shall be conducted by the parties before the company hands over the modular buildings. Minutes shall be kept of the inspection specifying any deviations, the party to remedy or bear the cost of the deviations and also whether the modular buildings are approved for handover and use. Inspections are made by the parties jointly. Minutes are to be drawn up by the company. A difference of opinion concerning an inspection shall be recorded in the minutes in order to be valid. The client shall notify the company in writing in the event that the client does not approve all or parts of the minutes. In the case of disagreement concerning the inspection, the parties shall jointly appoint and pay for an impartial inspector to conduct a new inspection. The company or the company's representative shall be notified of inadequacies and deviations from this contract within one month of taking possession. The company is entitled to arrange for the modular buildings to be inspected regularly during the contractual relationship, following prior notice to the client.

2.10 OWNERSHIP OF AND RIGHT TO USE THE LAND

The client is responsible at its own expense for being the owner of the land or having and maintaining the right to use the land on which the modular buildings are placed.

2.11 THE COMPANY'S RIGHT TO CONTROL THE MODULAR BUILDINGS

The company owns, or alternatively has the right to control, the modular buildings.

2.12 WASTE MANAGEMENT

The client shall pay for waste containers during commissioning. Containers shall be emptied and waste removed at the expense of the client.

2.13 MEDIA, ETC.

It is the responsibility of the client to, well before set-up, draw all media such as service cables and pipes for electricity, water and sewerage, alarms and data/telecoms to the connection point(s) specified according to the drawing and/or the company's instructions. The client is responsible for electricity, water and sewerage systems being connected without delay on the supply-side (normally the day after set-up) as soon as the modules are put in place. The client is responsible for protection against frost and damage and also for sealing service pipes and cables up to the connection point.

2.14 CONSTRUCTION ELECTRICITY

The client will provide the necessary electric power free of charge during commissioning (3-phase, 220/380 volts) for heating, lighting and hand tools in accordance with instructions from the company.

3. USE

3.1 USE

The modular buildings are rented to be used for the client's temporary needs for own use. The client has full responsibility for the modular buildings being suitable for the purpose for which the modular buildings are to be used.

The client may not modify the modular buildings (such as carrying out rebuilding work, changing surface finish, changing colour scheme, replacing standardised materials/products, colour of external walls, etc.) without the company's written consent. Any consent granted for a change of the modular buildings does not mean that the company consents to the modular buildings being returned with these changes or that the company waives its right to compensation for reinstatement costs when the modular buildings are returned.

Smoking is not permitted within the modular buildings. Food preparation is not permitted within the modular buildings unless the modular buildings include a kitchen or other function intended for food preparation. The client shall compensate any damage owing to a disregard of the provisions of this paragraph; see also Sub-clause 5.8 regarding 'Liability for Damage'.

3.2 PERIOD OF RENTAL, ETC.

The company grants a right for the client to use the modular buildings for their temporary needs and private use in accordance with the following conditions from and including the day of taking possession according to the contract form up to and including the final day according to the contract form.

This rental shall apply until further notice in the event that the final date is not indicated by the contract form. Notice terminating the contract in writing shall then be given for the end of the month falling immediately six months after notice of termination.

3.3 DAY OF TAKING POSSESSION

The modular buildings is rented from and including the day of taking possession according to the contract form and as specified below up to and including the final day according to the contract form. The specified day of taking possession may be provisional, whereby the company is entitled to notify the client of a definitive day of taking possession in accordance with the provisions of the contract form or within a reasonable time before possession is to be taken. The client agrees and accepts that consequently there may be deviations from the preliminary day of taking possession and that this does not entail any consequence other than postponement of the date of the start of the rental period and first payment of the rental price.

If the client puts the modular buildings, or part thereof, into use through, for example, execution of own works, furnishing with equipment or furniture or the like or through other use, possession shall be deemed to have been taken and payment for its use shall start to be paid.

No consideration shall be taken of delays on the part of the company that are not extensive enough to entail a significant failure in respect of the purpose of the rental. Delays on account of the client shall not mean that possession should not be taken or that payment for use should not start.

The client is aware of and accepts that certain supplementary works may remain after the day of taking possession for completion of the modular buildings and area of land, for which reason the modular buildings and area of land may deviate or not be fully accessible when use starts compared with what is otherwise specified in this contract. The client is not entitled to a reduction of payment for use or other compensation, of any kind whatsoever, for the time during which the company executes such works as referred to in this paragraph. The client undertakes to afford the company access to the modular buildings and not prevent the company from executing such works.

3.4 THE CLIENT'S WORKS

The client is only entitled to start their own works before the definitive day of taking possession following written agreement with the company. The client is aware that the modular buildings during this period constitute a construction site and that the client

does not solely control the modular buildings and also that the client will not have access to all parts of the modular buildings simultaneously. The client undertakes to obey the party responsible for coordinating works for the modular buildings and not to impede the company's works in the modular buildings and within the area of land and must also comply with the company's instructions. The client is responsible for the work environment in respect of its own works in the modular buildings. The prior written approval of the company is required for the client's works.

3.5 PAYMENT FOR USE

The client shall pay for use during the contractual relationship, in advance and without demand, from and including taking possession, at the amount and with the settlement periods specified in the contract form. If the payment cannot be ascertained from the contract documents, the sum payable shall be a reasonable amount based on the rental and utility provided compared with corresponding rentals provided by the company.

3.6 RUNNING COSTS, TAXES AND CHARGES

The client shall pay all costs arising from use of the modular buildings. The client shall pay for all taxes, charges and duties levied during the contractual relationship referable to the possession or use of the modular buildings. If a cost is levied on the company in this respect, the client shall pay a corresponding amount of compensation to the company.

3.7 FIRE PROTECTION

The modular buildings are provided with the fire protection specified in the contract documents. It is an obligation of the client to attend to and pay for other measures that the modular buildings may require. The company and client may conclude a contract through a separate written agreement for the provision of fire protection measures for the modular buildings, according to a specified adaptation for the client.

In order to comply with the provisions of the Accident Protection Act (2003:778), the client is responsible in respect of the modular buildings to always keep fire-fighting and life-saving equipment available for the event of a fire or other accident and otherwise take all of the measures required to prevent a fire and to prevent or limit damage as a consequence of a fire. When required, the client shall provide the company with the information required to fulfil its obligation to provide the municipal authority with a written report of the fire protection or, where required, personally draw up and submit such a document. The client also undertakes not to block any evacuation routes.

3.8 RELOCATION, EXTENSION OR REDUCTION OF MODULAR BUILDINGS

The client is entitled to request the relocation of the modular buildings during the contractual relationship following the company's written consent. The client is also entitled to increase

or reduce the modular buildings by adding or removing modules following the company's written consent. When extending the modular buildings, the company is entitled to increase the payment for use unless otherwise agreed in writing. If the client requests a reduction of the modular buildings, this will not entail a reduction in the payment for use. The company is entitled to refuse approval if relocation, extension or reduction cannot be effected without inconvenience to the company. Any relocation, extension or reduction, together with measures ensuing as a result, shall be carried out at the expense of the client.

3.9 OPERATION, CARE AND MAINTENANCE, ETC.

The client is liable to take good care of and carefully supervise the modular buildings and comply with the instructions provided for their care.

The client shall notify the company without delay of any damage/defect or a risk of damage to the modular buildings. Reported damage and defects shall be remedied by the company within a reasonable time. The client shall pay for the remedying of damage and defects for which the client is responsible. Electricity, water and sewerage may not be disconnected during the contractual relationship or during the commissioning or decommissioning periods without the company's written consent. Unless otherwise agreed the company will perform maintenance work and service management for the modular buildings during the contractual relationship.

The client is responsible for the external care required for the modular buildings and surrounding area.

The client is not entitled to any reduction in payment for use or other compensation, of whatever kind it may be, owing to any impediments or detriment to use or other disruptions in the operation of the modular buildings unless it is proven that the inadequacy is due to the negligence of the company.

3.10 SNOW CLEARANCE, ANTI-SKID TREATMENT AND COMBATTING ICICLES

The client is responsible for adequate snow clearance, roof care, anti-skid treatment and combatting icicles. Through this contract the client takes over any responsibility that the company has under Chapter 3, Section 3 of the Public Order Act (1993:1617).

4. DECOMMISSIONING

4.1 CONDITION OF MODULAR BUILDINGS UPON RETURN

Upon the cessation of the contract, the client shall return the modular buildings properly cleaned and cleared of any property added by the client. The client shall pay for any damage to the modular buildings and damage for which the client is responsible under this contract owing to the client's operational, care and maintenance responsibility.

The company is entitled to utilise free of charge or alternatively leave or dispose of any property remaining at the expense of the client. The responsibility for the property rests with the client.

4.2 MOVING OUT INSPECTION, ETC.

The parties shall jointly conduct a moving out inspection before the modular buildings are returned by the client. Inspections shall be conducted when the modular buildings are ready for return and minutes taken specifying any damage and inadequacies, the party who is to remedy the same and also whether the modular buildings is approved for return. Inspections are made by the parties jointly. Records are drawn up by the company.

4.3 REINSTATEMENT OF CUSTOMISATIONS, DISMANTLING, ETC.

The company shall perform reinstatement, dismantling and removal as follows. Customisations shall be reinstated to the company's standard for modular systems in accordance with the technical description applicable at the time of reinstatement. The company shall decide whether customisations performed by the company shall remain with the company or be transferred to the client. The company is entitled to leave such property that does not form part of the company's standard design in the area. Responsibility for the property rests with the client. Customisations shall be reinstated at the expense of the client.

The company shall perform and pay for reconditioning of the modules.

The company shall perform the dismantling of the modular buildings and also removal of modules at the expense of the client. As regards cost, see Sub-clause 5.3 below for more detail. Removal is to be made to an agreed return location or alternatively to the location determined by the company. The company is responsible for any additional costs arising owing to the modular buildings being removed to a different location to the one determined by the company instead of the agreed location. Any savings in this respect correspondingly belong to the company.

Prior to the return of the modular buildings, the company shall be offered a reasonable time on site to perform reconditioning, reinstatement of customisations and dismantling within the term of the contract.

The company is entitled to perform reinstatement and reconditioning on a later occasion and at a different location.

The company is entitled to allow the modular buildings to remain for up to six months after the end of the rental period free of charge, unless there are special reasons to do otherwise. The company is responsible for all other expenses during such period. The modular buildings may not be disconnected from electricity, heating or necessary media without the company's written consent.

The client is responsible for transport routes, access roads and turn-out areas in accordance with the provisions of Sub-clause 2.6 'Transport Routes, Access Roads, Turn-out Areas' above.

The client is responsible for waste management in accordance with the provisions of Sub-clause 2.12 'Waste Management' above.

The client provides the necessary electric power free of charge during decommissioning in the same way as regulated in Sub-clause 2.14 'Construction Electricity' above.

4.4 REINSTATEMENT OF LAND, PLANTS, ETC.

The company's commitments do not include any earthworks. The company has no responsibility for any reinstatement or after-treatment work on the land or for plants, etc.

5. OTHER

5.1 ORDERING ALTERATIONS AND ADDITIONS

Orders for alterations and additions (ÄTA) in relation to agreed works are to be presented to the company.

5.2 SIGNAGE

The client is entitled following consultation with the company to erect signage customary for the activity, subject to the reservation that the company has no justified reason to refuse consent and that the client has obtained the necessary permits and licences from the relevant public authorities.

The client shall pay any advertising tax.

The company is entitled to erect signage or corresponding on the modular buildings to market its brand.

5.3 COST OF REINSTATEMENT, ETC.

In the event that the client is to be responsible for costs, the client shall compensate the company for reinstatement as agreed. In the event that nothing else has been agreed, the client shall compensate the company for reinstatement in accordance with the cost price principle plus a supplement of 15%. Invoices shall be issued on the basis of accrued expenses.

5.4 VALUE ADDED TAX (VAT)

The client shall pay the VAT applicable at any given time in addition to the rental payment and other supplements under this contract. VAT, which is paid at the same time as the rental payment, is calculated on the basis of the rental amount specified plus, when applicable, the supplements and other remuneration payable under the contract according to the VAT rules applicable at the time in question.

If the company becomes obliged to adjust VAT or in some other way forfeits the right to deduct input VAT as a consequence of the rules contained in the Value-Added Tax Act

or is limited in its opportunity to withdraw VAT under this provision, the client shall fully compensate the company for such loss. The client shall also hold the company harmless in the future in relation to any cost increase incurred by the company as a consequence of the loss of the right to deduct input VAT or right to withdraw VAT.

5.5 TERMS OF PAYMENT

Unless otherwise agreed, remuneration, costs, etc., under this contract shall be paid against invoice with a due date of 30 days. The company is entitled to invoice on account; settlement is to be made after work performed.

5.6 REMINDER CHARGE AND INTEREST FOR DELAY

Compensation for reminders is paid at the amount applicable at any given time under the Compensation for Debt Recovery Costs, etc. Act. The client will be charged interest for delay under the Interest Act in the event of a delay in payment.

5.7 SECURITY

The client shall provide a surety approved by the company as security for due performance of the client's obligations under this contract if the company so requires. Security does not have to be provided by the Swedish Government, municipal authorities or county councils.

5.8 LIABILITY FOR DAMAGE

The client is strictly liable for damage to the modular buildings. However, the client is not liable for damage arising owing to normal wear and tear. Normal wear and tear includes simple fastening marks. Holes made whereby perforations have arisen or where the surface finish cannot be reinstated purely through reconditioning shall not be deemed to constitute normal wear and tear.

In the event that the client is liable to pay compensation the client shall always compensate the company, as a minimum, with the replacement value of the property damaged and any work required.

5.9 INSURANCE

The company shall keep the modular buildings insured. Full terms and conditions can be provided to the client on request.

The client shall take out and keep in force satisfactory insurance for its activity in the modular buildings and for the property stored therein. Malicious damage and glass is not covered by the company's insurance but are the responsibility of the client. In the event of a claim, the client shall compensate the company for an amount corresponding to the deductible applicable at any given time if the client is responsible for the damage.

5.10 PERMITS, LICENCES AND OFFICIAL REQUIREMENTS

During the contractual relationship, the client is responsible and shall pay for those measures

that may be required by public authorities, courts, insurance companies or corresponding for the marking out, intended use and removal of the modular buildings. This provision means, among other things, that the client is responsible for all measures required to enable the modular buildings to be used for their intended activity owing to the special location of the modular buildings or special requirements for subdivision by fire dampers and requirements for special evacuation routes.

The client is also responsible in general for compliance with laws and provisions during their possession and use of the modular buildings. This shall also apply during commissioning and decommissioning.

5.11 DUTY OF DISCLOSURE

The client is obliged to notify the company in writing about circumstances that may cause damage to the modular buildings or other circumstances of importance to the company, such as information about authorised representatives of the client, board members or corresponding, change of address, etc.

5.12 PLEDGING, TRANSFER, ETC.

This contract may not be pledged, transferred or used for sub-rental, wholly or in part, without the company's prior written consent for each separate event.

5.13 UNANTICIPATED COSTS

If unanticipated costs arise in respect of the modular buildings after the conclusion of this contract owing to general rebuilding measures or the like that the company is ordered to execute as a consequence of a decision by the Riksdag (Swedish Parliament), the Swedish Government, a municipal or public authority, the client shall pay compensation to the company from the same point in time.

5.14 RISKS ASSOCIATED WITH THE MODULAR BUILDINGS

Risks associated with the modular buildings transfer from the company to the client on the day of taking possession or, when applicable, as of the earlier point in time when the client is afforded access for own works.

Risks associated with the modular buildings revert from the client to the company when the contractual relationship has ceased and the client has returned the modular buildings to the company.

If the modular buildings become so damaged that they cannot be used, the company is entitled to waive this contract with immediate effect without either party being entitled to compensation for loss. The client shall fully compensate the company for any loss for which the client is responsible. Such loss includes economic loss such as failure to pay for use under the contract, including commissioning charge and decommissioning costs under this contract.

5.15 FORCE MAJEURE

The company disclaims any obligation to perform their part of the contract and obligation to pay damages if the company's commitments cannot be performed at all or can only be performed at an abnormally high cost owing to war or riot, owing to such stoppage of work, blockade, fire, explosion or intervention by a public authority over which the company has no control and nor could have foreseen.

5.16 RIGHT TO GIVE IMMEDIATE NOTICE OF TERMINATION, ETC.

The company is entitled to give notice terminating the contract with immediate effect in the event that the client neglects an obligation under this contract that is of significant importance to the company. A delay in payment of rent for use and a delay in payment of commissioning/decommissioning charge are always to be regarded as 'of significant importance'. A corresponding right to give notice terminating the contract also applies if the client fails to provide security in accordance with Sub-clause 5.6 above within seven days from a request or is put into bankruptcy, becomes insolvent, stops its payments or in some other way may be assumed to be impeded in the performance of their obligations under the contract.

If there is a right to give notice under this provision, the company is also entitled to compensation for losses suffered.

5.17 RULES AND REGULATIONS, ETC.

It is the opinion of the parties that this contract does not comprise a leasehold agreement or tenancy agreement in the sense of the Land Code and that the provisions on leaseholds and rent contained in Chapter 8 to 11 and Chapter 12 of the Land Code shall therefore not apply to the contractual relationship. If an extension of the rental is not made or the contract ceases for some other reason, the client is not entitled, regardless of the reasons therefor, to any compensation from the company as a result of the notice of termination and the cessation of the contract.

5.18 DISPUTES

Disputes regarding this contract shall be finally determined through arbitration, with three arbitrators, at the Arbitration Institute of the Stockholm Chamber of Commerce under the Arbitration Act (1999:116). The losing party shall bear the other party's costs for the arbitration proceedings and the costs of the arbitration board. However, notwithstanding this clause the company is entitled to demand payment at a general court for claims due or claim repossession of the modular buildings or request summary assistance from the Swedish Enforcement Authority for such repossession.

5.19 SUPPLEMENTS, ETC.

Supplements, amendments and other agreements relating to the contractual relationship shall be in writing and signed by both parties in order to be valid.