



# General Lease Terms and Conditions

## CoolSax ApS

Rev. 1.5EN

## 1 Standard Lease Terms and Conditions

- 1.1 Unless otherwise agreed, the terms set forth below and on our website or standard price sheet prices apply to any lease agreed with CoolSax ApS, regarding the equipment specified in the Lease Agreement (hereafter "The Leased Equipment").
- 1.2 The in prices quoted are exclusive. VAT, any duties and transport.
- 1.3 Prices are subject to change and stock availability.

## 2 Lease Period and Calculation

- 2.1 The lease is calculated starting from the day The Leased Equipment is received on the specified address in the Lease Agreement, to and including the date The Leased Equipment is received on the specified return address in the Lease Agreement, hereinafter referred to Lease Period.
- 2.2 The Lease Fee is calculated for the entire Lease Period, regardless of whether The Leased Equipment is used or not. In case The Leased Equipment is returned later than the date specified in the Lease Agreement the Lease Fee is calculated up to and including the day The Leased Equipment is received on the specified return address in the Lease Agreement.

## 3 Remedies

- 3.1 The Leased Equipment is leased in fully working and safe condition. The Lessee declares by his signature of the Lease Agreement that he has examined The Leased Equipment and that its condition and characteristics has not returned any immediate objections. Any defects or missing parts that are not obvious and Lessee first became acquainted with after start operating The Leased Equipment shall be declared within 24 hours.
- 3.2 In case of defects of The Leased Equipment, not due to Lessee's conditions or use, the Lessee alone is entitled to demand the remedy by CoolSax ApS. The repair shall as far as possible for CoolSax ApS be made within a reasonable time and without significant inconvenience to the Lessee, unless corrective action is deemed to inflict CoolSax ApS disproportional high costs. Besides remedying the Lessee is not entitled to claim breach of Lease Agreement, including requirements relating to cancellation, compensation and/or replacement. In case of defects caused by Lessee conditions or use of The Leased Equipment, the Lessee undertakes immediately to contact CoolSax ApS to rectify and settle, including the extension of the Lease Period the repairs may cause, and must not under any circumstances, without the prior written consent of CoolSax ApS, attempt to repair The Leased Equipment on their own or by the use of a third party.

## 4 Disclaimers

- 4.1 The Lessee accepts that during the Lease Period all risk and liability associated with the use of The Leased Equipment, including damage to the Lessee and/or third party person, equipment or property, including but not limited to damages caused by The Leased Equipment use with animals or due to incorrect or improper operation, including but not limited to transferral of living organisms, bacteria, etc. from one habitat to another, regardless of the physical location of those, of The Leased Equipment. This includes first time use.
- 4.2 The Lessee is not entitled to claim damages for loss arising from use of The Leased Equipment, including but not limited to business losses and lost profit. Any costs in the event of shutdown due to failure or breakdown of The Leased Equipment is irrelevant to CoolSax ApS. In this context, business losses are defined as direct or indirect loss or damage arising from the use of The Leased Equipment or any operational failures, including consequential damages, whether such losses/damages may be attributed to The Leased Equipment.
- 4.3 Responsibility of the properties of The Leased Equipment is referred to the Product Liability Act.
- 4.4 CoolSax ApS is not responsible for any losses incurred in connection with Force Majeure and other external and not foreseeable incidents, including, but not limited to, work stoppages, strikes, machine damage, delays, etc. incurred in connection with war, riots, fire, governmental intervention, lockout as well as weather and similar circumstances.

## 5 Use of The Leased Material

- 5.1 CoolSax ApS' products and equipment are constructed for lease for professional users that will receive verbal instructions. Written instructions or video instructions on The Leased Equipment is supplied together with The Leased Equipment or reference is made to their location. The Lessee bears the risk and responsibility for damage, which may result from incorrect or inadequate use of The Leased Equipment. No modifications of CoolSax ApS equipment is allowed, without the consent of CoolSax ApS.
- 5.2 All The Leased Equipment must be returned cleaned and in the same condition as when received except for normal wear. After The Leased Equipment has been received on the return address specified on the Lease Agreement, an inspection will be carried out. Any damage caused by abuse, mishandling or similar are to be paid by the Lessee.
- 5.3 The Lessee is required to ensure that The Leased Equipment solely is to be operated by personnel who possess the necessary knowledge to do so. The Lessee is furthermore committed to ensure that the personnel of The Lessee using The Leased Equipment receive adequate instruction and information on the use of The Leased Equipment.

- 5.4 During the Lease Period the Lessee is required to perform operational maintenance of The Leased Equipment, including but not limited to proper cleaning and charging batteries, etc.

## 6 Ownership

- 6.1 The Leased Equipment will, during the Lease Period, remain the property of CoolSax ApS and may not be pledged or otherwise used as security towards third parties. It is the responsibility of the Lessee at any time to secure that The Leased Equipment appears in the Lessee's records and reports as belonging to CoolSax ApS and it is not removed during the Lease Period.
- 6.2 CoolSax ApS or their representatives are allowed, at any time - but not as an obligation - to inspect The Leased Equipment.
- 6.3 The Leased Equipment must not be used at a different address than the one specified in the Lease Agreement, as well as The Leased Equipment may not be leased, rented or loaned to any third party without the written consent of CoolSax ApS.

## 7 Misconduct

- 7.1 In case of Lessee's material breach of the Lease Agreement or other agreements with CoolSax ApS, CoolSax ApS is entitled to terminate the Lease Agreement and collect The Leased Equipment and the Lessee is required to return The Leased Equipment upon request to CoolSax ApS or their representative.
- 7.2 Material Breach under this Lease Agreement is defined as: bankruptcy declaration or initiation of settlement proceedings against Lessee, Lessee's initiation of silent or declared suspension of payments, loan or lease of The Leased Equipment to a third party, the removal or significant damage, implementation of technical alternations and other abuses of The Leased Equipment, including but not limited to improper use, as well as any Lease Fee payment default.
- 7.3 Return shipment of The Leased Equipment in the event of termination of the Lease Agreement is at the Lessee's expense and risk.

## 8 Operational Expenditures

- 8.1 The Lessee is responsible for all operational expenditures associated with the use of The Leased Equipment.

## 9 Lessee's Responsibility for The Leased Equipment

- 9.1 The Leased Equipment must, throughout the Lease Period be adequately insured by the Lessee.

- 9.2 The insurance should cover fire, theft, vandalism and damage caused by a sudden external cause, such as being hit by other object or falling objects.
- 9.3 The Lessee bears all risks and liability for damage caused by and of The Leased Equipment, including its operation throughout the Lease Period and until The Leased Equipment is collected by CoolSax ApS or delivered to the specified return address in the Lease Agreement. The Lessee is obliged to take out insurance for the entire Lease Period, unless the Lessee has an existing insurance with a respectable insurance company that covers all The Leased Equipment and all the risks that the Lessee has under this Lease Agreement and that the premium for the entire Lease Period is paid.
- 9.4 Any damages that are not fully covered by the insurance scheme are to be paid/reimbursed by the Lessee. Any damage must be reported immediately to CoolSax ApS. Vandalism, theft or other crimes must also be reported to the police with a request that the police report is to be sent to CoolSax ApS no later than 48 hours after notification to the police.
- 9.5 The insurance and its coverage does not limit the responsibility of Lessee. In case the damage exceeds the insurance coverage the Lessee is responsible for the loss afflicted on CoolSax ApS.
- 9.6 The Lessee is responsible for damage to The Leased Equipment with the Value specified in the Lease Agreement.
- 9.7 Any damage that occurs during the Lease Period must be notified to CoolSax ApS. Lessee is required to complete and submit a claim form which contains information on the damage date, place of occurrence and reason of the damage to CoolSax ApS immediately after the damage has occurred. Damage caused due to theft, vandalism and other crimes must be reported to the police within 48 hours and the Lessee must ensure that the police report sent to CoolSax ApS.
- 9.8 Upon payment of damages from the Lessee's insurer, the payment must be made exclusively to CoolSax ApS.
- 9.9 The Lessee is in any case obliged to have concluded commercial and product liability insurance and workers' compensation.

## 10 Payment Terms

- 10.1 Payment of Lease Fee must be settled in accordance with the time specified in the Lease Agreement. If a payment is not made in time for one Lease Period CoolSax ApS is entitled to impose default interest under the current legislation of doing so.
- 10.2 Any discounts are always regarded cash discount and only offered on condition of punctual payment. If a payment is not made in time for a Lease Period, which has been associated with a discount CoolSax ApS reserves the right to invoice the list price of the Lease Period.

10.3 In case of default of payment CoolSax ApS is entitled to pick up The Leased Equipment.

10.4 CoolSax ApS may at any time require an advance payment of the Lease Fee.

## 11 Deposit

11.1 Payment of the Deposit must be done immediately after the lease has been signed by the Lessee and must be at CoolSax ApS's disposal before the Lease Period can begin.

11.2 The Deposit does not yield any return and the Lessee is not entitled to claim any interest or return on amount of the Deposit.

11.3 The Deposit is paid to cover missing Lease Fees and repairing of damages to the Leased Equipment.

11.4 Deposit will refunded within 30 days after the Leased Equipment is received on the return address in the Lease Agreement.

## 12 Changes of Terms

12.1 CoolSax ApS reserves the right to change the present terms and conditions of the Lease Agreement and Lease Fee without prior notice, except for the current agreement where any changes only will be effective with one month's notice.

## 13 Governing Law and Jurisdiction

13.1 Any dispute that can not be resolved amicably between CoolSax ApS and the Lessee must be filled at the district court in Aalborg, Denmark.

13.2 This Agreement is governed by Danish law.