

# EQUIPMENT LEASING AGREEMENT

*The Norwegian version of this Agreement shall be binding*

## 1. LEASE RELATIONSHIP

[Lessee] (Lessee) has entered into this agreement (Agreement) with Doka Norge AS (Doka) concerning leasing from Doka its products (Leased Equipment) in respect of Proposal No. [xx] of [date], accepted by Lessee on [date], under the terms proceeding from this confirmation in the appended «Standard Leasing Terms». Doka and Lessee each have a copy of this Agreement, and shall archive it in a secure manner.

## 2. PARTIES TO THE AGREEMENT

Lessee	Lessor
Name:	Doka Norge AS
Orgnr/fnr:	980 779 882 MVA
Name:	[Ståle Njåtun]
Position/function:	[CEO]
Telephone:	[+47 90545452]
E-mail	[ <a href="mailto:stale.njatun@doka.com">stale.njatun@doka.com</a> ]

The above are hereinafter referred to as «Parties».

## 3. LEASE TERM

The agreed lease term is [NUMBER OF DAYS/MONTHS]. The lease term starts on [DATE/TIME]. The lease term ends on [DATE/TIME]. Lessee can extend the lease term with [30 days] notice for a minimum of [30 days] from date to date.

The minimum lease term is one month from date to date. If the lease term is not specified, it starts upon delivery and ends upon return of the Leased Equipment, but is not less than 30 days. In such cases, the Parties have the mutual right to terminate the lease relationship with 30 days' notice, counted from date to date.

## 4. AGREEMENT TERMS

The standard leasing terms of Doka Norge AS apply to the lease relationship. By signing, Lessee confirms that it has read and understood the standard leasing terms which apply to this Agreement. If other specific terms are agreed and conflicts arise between this Agreement and these standard leasing terms, the terms in this Agreement shall have priority.

## 5. SIGNATURES

Lessor	Lessee
Doka Norge AS	[Lessee's name/designation]
[Seller/customer manager {contract manager}]	[Lessee's representative]

## STANDARD LEASING TERMS

### 1. SPECIFICATION OF AGREEMENT SCOPE - DELIMITATION FROM OTHER SERVICES

#### 1.1 Proposal from Doka

Proposals from Doka do not obligate Doka unless accepted by Lessee.

Proposals from Doka are not binding beyond the time specified. If a validity period is not specified, the proposal is not valid beyond [30 days].

#### 1.2 Title

The Leased Equipment is owned by Doka, and Doka has exclusive title to the Leased Equipment.

#### 1.3 Services other than those stated in the proposal

1.3.1) Services other than those stated in the proposal are not covered by this Agreement.

1.3.2) Any supplementary deliveries, such as those associated with courses, training or inspection, are not covered by this Agreement but can be agreed separately by the Parties, including additional fees.

1.3.3) This agreement is not valid for the sale or storage of the Leased Equipment or other products of Doka in any other way. In the event that the Parties enter into an agreement for purchase or other cession, Norwegian purchase law and Doka's stated terms of sale shall apply between the Parties.

#### 1.4 Doka is not a subcontractor and has no employer or similar obligations.

1.4.1) Doka is not a subcontractor, but only a supplier of equipment.

1.4.2) Doka's obligations with regard to the working environment are limited to the provisions of § 5-5, with additional provisions in the machine instructions and product instructions.

1.4.3) Lessee has full employer responsibility, including in connection with inspection of the equipment and training of persons assembling or operating the equipment. In this connection, see in particular Working Environment Law § 4-4 with further

provisions in «Ordinance concerning the performance of work» (FOR-2011-12-06-1357 or later versions), especially part three, which Doka assumes that Lessee will comply with in its work and in current projects.

1.4.4) Doka assumes no employer obligations in any way, and responsibilities in this connection are not included in Doka's delivery in any way. The same applies when delivery includes documentation for equipment and when Doka performs introductory training for the Lessee and its personnel because of the obligations Lessee has regarding treatment of the Leased Equipment; see also Doka's instructions and guidelines in this connection.

1.4.5) In addition to this Lease Agreement, Doka can give the Lessee relevant training and courses to cover Lessee's obligations as an employer. If Lessee engages Doka for such services, Doka will draw up dedicated service agreements for them, with relevant and specific terms and conditions.

### 2. DOKA'S USE OF SUBCONTRACTORS

Doka is entitled to use cooperating firms/subcontractors without prior written agreement by Lessee.

### 3. CHANGES AND ADDITIONS

#### 3.1 Additional fees and additional time

Lessee shall pay additional fees for any change and any addition that may occur, and Doka shall have such additional time for delivery as may follow due to current changes and additions.

#### 3.2 Formal requirements for additions and changes

Without it being a prerequisite for Doka's demand of additional fees and time, changes and additions must be written down and signed by representatives of the Parties and appended to this Agreement, which is to be archived by both Doka and the Lessee.

### 4. START OF THE LEASE TERM

#### 4.1 Agreed starting time

The start of the lease term follows from the Agreement, and Doka is entitled to demand payment of fees as of this time.

#### 4.2 Starting time upon delivery

If the start of the lease term is not agreed, the lease term starts upon delivery.

#### 4.3 Delivery

Delivery, and with it transferal to the Lessee of the risk for loss of and damage to the Leased Equipment, is considered to take place when Doka has made the Leased Equipment available for pickup by Lessee. At that time Lessee shall collect the Leased Equipment without delay. Lessee's obligations related to use, supervision and inspection begin at delivery. Lessee shall do what is necessary in order to take the Leased Equipment into its possession.

#### 4.4 Shipping and transport

4.4.1) Shipping and transport of the Leased Equipment to Lessee is always at Lessee's expense and risk, even if the transport is performed and/or organized by Doka or if shipping and transport are not covered by an agreement.

4.4.2) Any containers or the like used for transportation shall also be considered part of the Leased Equipment.

#### 4.5 Lessee's obligations if the Leased Equipment cannot be delivered as agreed

If the Leased Equipment cannot be delivered as agreed due to circumstances beyond Doka's control, or Lessee does not meet its obligations at delivery, Lessee shall be liable for all associated costs, in addition to the lease fee.

### 5. EXPIRY OF THE LEASE TERM

#### 5.1 Return

Upon expiry of the lease term, Lessee shall provide for return of the Leased Equipment at Lessee's expense and risk to one of the return locations defined by Doka.

#### 5.2 Condition of Leased Equipment at return

Lessee shall return the Leased Equipment in cleaned and undamaged condition, in accordance with Doka's quality criteria valid at the time of delivery, normal wear and tear resulting from the agreed use of the Leased Equipment excepted, given Lessee's compliance with Doka's instructions for assembly and use, and insofar as Lessee has fulfilled its responsibilities for inspection

and maintenance. Lessee shall request such instructions from Doka, who will provide them to Lessee on request without additional costs. Lessee shall refund Doka for any cleaning costs.

### 5.3 Lessee's notice before return

5.3.1) Lessee shall notify Doka at least 5 days before returning Leased Equipment, with a suggested date and clock time.

5.3.2) As soon as Doka has received this notification, the place, date and time of return shall be confirmed, or an alternate suggestion made for final agreement.

### 5.4 Lessee's responsibility in case of failure to return

If Lessee does not meet its return obligation, Doka is entitled to collect the Leased Equipment at Lessee's cost and risk, with Lessee bearing all negative consequences this may involve.

## 6. INVOICING AND TERMS OF PAYMENT

### 6.1 Billing frequency and terms

The lease fee is invoiced monthly in arrears and is payable within 30 days if not otherwise agreed.

Doka is entitled to reduce the payment term and demand advance payment if Doka believes that Lessee's financial position and/or credit rating so merit. Doka is likewise entitled to this after sending a proposal as well as after entering an agreement; see also Points 1.2 and 9.4.1.

### 6.2 Billing unit

The lease fee is counted for each 24-hour period started, and the minimum billing unit is 30 calendar days.

### 6.3 VAT

The lease fee is invoiced plus legally mandated value-added tax (VAT).

### 6.4 Delayed payment interest

In case of late payment, a penalty of 8% will be added to the invoiced amount. The legal delayed payment interest will also be applied from the time when payment becomes due until when it is received.

### 6.5 Invoice review and objection period

Lessee must review invoices upon receipt. Any objections must be made in writing to Doka at

[faktura.norge@doka.com](mailto:faktura.norge@doka.com) within 8 days after the invoice date.

### 6.6 No right to withhold payment

If Lessee makes objections and/or complaints regarding defects of the Leased Equipment or delay, Lessee nevertheless shall not be entitled to withhold payment of invoices.

### 6.7 Price adjustments

6.7.1) Pricing is adjusted at the turn of each year based on the SSB consumer price index. This is done on 1 Jan. the year after the contract is signed.

6.7.2) Prices may be changed in so far as rules or determinations for public fees change that affect lease fees or costs.

6.7.3) For other price adjustments exceeding 5% the fee will be renegotiated from time to time. This includes the point in time from which the adjusted fee applies, any subsequent billing thereof, and the term of payment.

## 7. OBLIGATIONS OF THE PARTIES

### 7.1 Doka's obligations

Doka undertakes to deliver the Leased Equipment in accordance with the Agreement.

### 7.2 Lessee's obligations

7.2.1) Lessee shall cooperate loyally towards implementation of the Agreement.

7.2.2) Lessee shall treat the Leased Equipment in compliance with instructions and guidelines from Doka, and otherwise provide for loyal and responsible supervision, inspection and ongoing maintenance during the lease term.

7.2.3) Lessee has no grounds to use the Leased Equipment other than as agreed, in other locations or under other conditions than as agreed.

7.2.4) Lessee shall immediately inform Doka of any damage to the Leased Equipment, including conditions that mean that parts of the Leased Equipment must be taken out of use. In such cases, Doka will provide for repair or replacement of the respective parts of the Leased Equipment.

7.2.5) Lessee is responsible for all damage to the Leased Equipment in the lease term as well as during transportation of the Leased Equipment. Lessee is not entitled to repair, modify or do similar work on the Leased

Equipment without prior written agreement with Doka.

## 8. INSURANCE

Lessee shall maintain full insurance coverage of the Leased Equipment during the lease term and transportation.

## 9. Default

### 9.1 What is considered default

9.1.1) A default exists if one of the Parties does not meet its obligations under the Agreement.

9.1.2) A default can be either defect or delay.

9.1.3) If one of the Parties is not able to meet its agreed obligations, it shall notify the other Party of this as quickly as possible.

### 9.2 Complaints - asserting default

Complaints must be made and justified in writing immediately after the respective condition is discovered.

### 9.3 Passivity - exceeding the deadline for complaint

If Lessee does not assert the default at the latest 8 days after delivery, or from the time when the defect was or should have been discovered if it was earlier, the right to assert sanctions as a consequence of said default is forfeited.

### 9.4 Consequences of default - sanctions

#### 9.4.1 Doka's right of retention and cancellation

9.4.1.1) If Lessee is in default, including delay in payment in whole or in part, Doka can immediately cancel delivery and/or make use of its right of retention.

9.4.1.2) Doka shall inform Lessee of such cancellation in writing. However, such notification is not required for cancellation to be valid.

#### 9.4.2 Enforcement in case of default by Lessee - recovery clause

If the lease is not paid at expiration, or the Leased Equipment is not returned upon termination of the lease nor within 14 days after Doka has sent notification of this, Doka can undertake enforcement without legal proceedings; see the Enforcement Act, § 4-18 and § 13-2.

#### 9.4.3 Lessee's right of retention and cancellation

If Lessee makes complaints regarding defects of the Leased Equipment or delay, this shall not entitle Lessee to withhold payment of invoices. However, if Doka confirms the default that Lessee's complaint referred to, Lessee can withhold payment, but not in an amount greater than that necessary to secure Lessee's claim resulting from the default.

#### 9.4.4 Redelivery and price reduction

9.4.4.1) If Doka's delivery is faulty Lessee can demand redelivery.

9.4.4.2) If Doka does not provide a remedy by means of such redelivery within a reasonable time, Lessee can claim price reduction in proportion to the extent by which the value of the delivered equipment is reduced.

#### 9.4.5 Indemnification

9.4.5.1) A Party can claim indemnification for any direct loss per general contract law.

9.4.5.2) Direct loss is considered additional costs for cover purchases or leases, loss of lease income, loss due to additional work and other direct costs in connection with delay, defect or other default. No indemnification can be claimed for indirect losses.

#### 9.4.6 Limitation of Doka's responsibility

9.4.6.1) Doka bears no responsibility for indirect losses by Lessee.

9.4.6.2) Except where Doka has demonstrably shown gross negligence or intent, Doka's entire economic responsibility is limited to the sum of the amount Lessee has paid to Doka.

9.4.6.3) Doka is under no circumstances responsible for damages or other costs following power outages, delays in delivery or similar circumstances affecting the Leased Equipment.

## 10. ASSIGNMENT AND CHANGE OF THE PARTIES

### 10.1 Doka's right of assignment

10.1.1) Doka is entitled to assign rights and obligations arising from this Agreement freely without consulting Lessee.

10.1.2) Doka is freely entitled to assign ownership rights to the Leased Equipment, including through sale and mortgage.

10.1.3) Assignment gives neither of the Parties the right to cancel, withdraw from or demand changes to the Agreement. Doka cannot be held liable for claims arising after the change of ownership, nor for the new owner's fulfillment of the lease contract.

### 10.2 Lessee's limited right of assignment

10.2.1) Lessee is not entitled to assign rights and obligations arising from this Agreement without Doka's prior consent. Doka is free to refuse to give its consent.

10.2.2) Lessee further is not entitled to:

(I) Sell or otherwise assign this Agreement to another party, or enter into an agreement with another party which would in any way reduce Lessee's or Doka's access to or right of disposal of the Leased Equipment;

(II) Sell, sublease, mortgage or otherwise gain income from the Leased Equipment;

(III) Attach the Leased Equipment to Lessee's movable or immovable property in such a way that Doka's title may be negatively affected, or

(IV) Allow the Leased Equipment to become subject to confiscation by Lessee's creditors, through temporary security, disbursement or in bankruptcy.

10.2.3) If more than 50% of Lessee comes under ownership by others than the owners at the time of entering into the Agreement, this constitutes assignment. The same applies to a change in legal form by Lessee. Transfer of ownership or positions that have a decisive influence in the company likewise constitutes assignment. Decisive influence has the same meaning as in stock corporation law.

10.2.4) Other changes in the corporation, such as mergers and de-mergers, acquisition, business transfer and emissions also constitute assignment.

10.2.5) The lack of a response to a request for consent does not constitute consent.

10.2.6) If assignment occurs despite Doka's non-consent or explicit refusal, or if there is other breach of the provisions in this point, such assignment shall be considered material default of the Agreement.

## 11. MATERIAL DEFAULT

### 11.1 Cancellation

Either Party can cancel the Agreement with immediate effect in the event of material default by the other Party. Cancellation requires that the other Party has first had reasonable time to remedy the default.

### 11.2 Doka's right of cancellation

Doka is entitled under all circumstances to cancel the Agreement with immediate effect, with immediate return to Doka of the Leased Equipment at Lessee's cost and risk:

(I) If Lessee acts in such a way that Doka's title may be negatively affected, or the value of the Leased Equipment is reduced;

(II) If payment of the lease fee is delayed more than thirty (30) days, unless otherwise agreed;

(III) If Lessee stops payment, undergoes changes in corporate form, merger, bankruptcy, settlement negotiations, reconstruction or the like, or is otherwise in danger of not being in a position to meet its obligations under the Agreement.

### 11.3 Lessee's responsibility in case of cancellation

In case of cancellation following material default by Lessee, Lessee shall compensate Doka for any loss, at least but not limited to:

(I) All costs associated with the return;

(II) All unpaid lease fees due, adjusted upward to the end of the period of notice of the cancellation; and

(III) Loss of lease income from the Leased Equipment in the current lease term, but not less than the lease fee for two months of lease.

## 12. FORCE MAJEURE

### 12.1 Non-liability for default

Neither of the Parties shall be considered in default of any obligation in this Agreement (other than payment obligations) as a result of actions or events beyond the Party's reasonable control (force majeure).

### 12.2 Examples of force majeure

Force majeure includes, but is not limited to:

- Outbreaks, epidemics or pandemics of any kind or communicable or virulent disease / infection and any actions by government or public authorities in response to any of the foregoing
- Any acts of war or terrorism, hostilities (whether or not war is declared), invasion, acts by foreign enemies
- Strikes, lockout, disorder, lack of supplies or labor
- Collapse or malfunction, loss of data due to power outage or mechanical difficulties with information storage or retrieval systems
- Labor issues, civil unrest, riot, revolution, rebellion, quarantine in any form
- Natural catastrophe, flood, fire, embargo, boycott, rebellion, explosion
- Lack of gas, fuel or electricity, hacker attack, pirate copying
- Interruption of transport
- Government acts and impositions
- Change in the law
- Unavoidable accident
- Failure by a supplier, entrepreneur or subcontractor.

### **12.3 Right to delay performance**

In the event of force majeure, the affected party is entitled to delay such performance as is prevented, to the degree and for the period during which said Party is hindered by the force majeure event.

### **12.4 Notice**

In such an event, the affected Party shall do its utmost to notify the other Party, as soon as is practicable.

### **12.5 Termination of the Agreement**

If the affected Party's inability to perform exceeds a period of 6 months, the other Party can terminate the Agreement with immediate effect. Such termination does not release the affected Party from its obligation to pay accrued fees or other payment obligations up to the termination. Lessee shall pay the agreed lease fee up until return of the Leased Equipment.

## **13. CONFLICTS**

### **13.1 Governing law**

The Parties' rights and obligations under this Agreement are governed in their entirety by Norwegian law.

### **13.2 Negotiations and mediation**

13.2.1) In the event that the Parties disagree on the interpretation or legal consequences of this Agreement, they shall first try to come to a resolution through negotiation and/or mediation.

13.2.2) Alternatively, the Parties can agree to resolve the conflict through mediation under the rules set forth by the Oslo Chamber of Commerce (OCC). Such mediation shall be led by one mediator assigned by the OCC, and shall be held in Oslo.

### **13.3 Legal proceedings**

13.3.1) If a conflict cannot be resolved by negotiation or mediation, either of the Parties can demand that it be resolved, with final effect, at Norwegian courts.

13.3.2) The venue is Doka's home court.