

Valid from: 22.03.2025

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## EQUIPMENT LEASE AGREEMENT

### 1. RELATIONSHIP BETWEEN THE PARTIES

[Lessee] (The Lessee) has entered into this agreement (the Agreement) with Doka Norge AS (Doka) regarding the leasing of Doka's products (the Leased Equipment), in accordance with offer no. [xx] of [date], accepted by the Lessee on [date], and on the conditions stipulated in this confirmation with the attached "Standard Terms and Conditions for Rental of Equipment". Doka and the Lessee will each have a copy of the Agreement and are required to archive this securely.

In case of conflict with the Norwegian version of Standard Terms and Conditions of equipment lease agreement, the Norwegian version of the Standard Terms and Conditions of equipment lease agreement will take precedence.

### 2. PARTIES TO THE AGREEMENT

Lessee	Lessor
Name:	Doka Norge AS
Organisation number/Enterprise number	980 779 882 VAT
Name:	[Ståle Njåtun]
Position/office:	[Managing Director]
Telephone:	[+47 90545452]
Email	[ <a href="mailto:stale.njatun@doka.com">stale.njatun@doka.com</a> ]

The above are jointly referred to as "the Parties".

### 3. RENTAL PERIOD

The agreed lease term is [NUMBER OF DAYS/MONTHS]. The start of the lease term is [DATE AND TIME]. The end of the lease term is [DATE AND TIME]. The Lessee may extend the lease term at [30 days'] notice, for a minimum of [30 days], calculated from date to date.

The minimum lease term is one month, calculated from date to date. If the lease term has not been agreed, the lease term starts on delivery and expires on return, but for a minimum of 30 days. In such cases, the Parties have a mutual right to terminate the lease agreement at 30 days' notice, calculated from date to date.

### 4. AGREEMENT TERMS AND CONDITIONS

Doka Norge AS's attached Standard Terms and Conditions for Rental of Equipment apply to the lease agreement. The Lessee confirms by its signature that it has familiarised itself with the Standard Terms and Conditions for Rental of Equipment, which are adopted as part of the Agreement. Should other specific conditions have been agreed, and conflicts arise between the Agreement and these Standard Terms and Conditions for Rental of Equipment, the terms and conditions in the Agreement will take precedence.

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## 5. SIGNATURES

Lessor	Lessee
Doka Norge AS	[Lessee's name/designation]
[Vendor/customer manager(contract manager)]	[Lessee's representative]

# STANDARD TERMS AND CONDITIONS FOR LEASING

## 1. SPECIFICATION OF THE SCOPE OF THE AGREEMENT – BOUNDARY WITH OTHER SERVICES

### 1.1 Offers made by Doka

Offers made by Doka do not impose any obligations on Doka without concurrent acceptance from the Lessee. Offers made by Doka are not binding for a period longer than specified. In the event that a validity period has not been specified, the offer is not valid beyond [30 days].

### 1.2 Ownership

The Leased Equipment belongs to Doka and Doka has exclusive ownership of the Leased Equipment.

### 1.3 Services other than those specified in the offer

1.3.1) Services other than those specified in Doka's offer are not covered by the Agreement.

1.3.2) Any supplementary provision of services, for example relating to courses, training and supervision, is not covered by this Agreement, but may be agreed separately between the Parties, for which additional remuneration may be charged.

1.3.3) This Agreement does not apply to the sale or deposit of the Leased Equipment or other Doka products in any

other way. In the event that the Parties enter into an agreement relating to purchase or other relinquishment of ownership, Norwegian commercial law and Doka's established terms and conditions of sale will apply between the Parties.

### 1.4 Doka is not a subcontractor and bears no employer's liability or similar

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

1.4.2) Doka in no way assumes any form of employer's liability, and duties in this connection are not covered by Doka's delivery in any way.

1.4.3) Doka's obligations under the Norwegian Working Environment Act are limited to the provisions in Section 5-5, and additional provisions in the Norwegian Machinery Regulation and the Norwegian Producer Responsibility Regulations.

1.4.4) The Lessee bears the full employer's liability, including relating to equipment inspection and training for those who install and operate the equipment. In this connection, particular reference is made to Section 4-4 of the Norwegian Working Environment Act with additional provisions in the "Norwegian Regulations concerning the Performance of Work" (FOR-2011-12-06-1357 or later

versions), especially the third section, which Doka assumes that the Lessee fulfils in its operations and in relevant projects.

1.4.5) Doka does not provide the training that the Lessee is obliged to arrange in accordance with its liability as an employer. This also applies where Doka provides introductions and/or training for the Lessee and its personnel, including in accordance with Section 7.2.3.

## 2. DOKA'S USE OF SUBCONTRACTORS

Doka is entitled to use partners and/or subcontractors without prior written agreement with the Lessee.

## 3. AMENDMENTS AND ADDENDA

### 3.1 Additional remuneration and extended deadline

The Lessee must provide additional remuneration for any amendments and addenda that may arise, and Doka must be given an extended deadline for delivery as stipulated in the relevant amendments and addenda.

### 3.2 Formal requirements for addenda and amendments

Without it being a condition for Doka's claim for an extended deadline and

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additional remuneration, amendments and addenda must be recorded in writing, signed by the Parties' representatives and attached to the Agreement, which is to be filed by both Doka and the Lessee.

#### **4. START OF THE RENTAL PERIOD**

##### **4.1 Agreed start time**

The commencement of the lease term is per the Agreement, and Doka is entitled to demand rent from this time.

##### **4.2 Start time on delivery**

In cases where the start of the lease term has not been agreed, the lease term starts on delivery.

##### **4.3 Delivery**

Delivery, and thus transfer of the risk of loss and damage to the Leased Equipment to the Lessee, takes place when Doka has made the Leased Equipment available at its premises for the Lessee to collect. The Lessee must then take care of the Leased Equipment without delay. The Lessee's obligations relating to use, supervision and inspection enter into force on delivery and include taking the necessary steps to take possession of the Leased Equipment.

##### **4.4 Shipping and transport**

4.4.1) Shipping and transport of the Leased Equipment to the Lessee's premises are in all cases at the Lessee's expense and risk, even if the transport is carried out and/or organised by Doka or if transport and shipping have not been agreed.

4.4.2) Any containers or similar used for transport will also be considered part of the Leased Equipment.

##### **4.5 Buyer's liability if the Leased Equipment cannot be delivered as agreed**

If the Leased Equipment cannot be delivered as agreed because of circumstances beyond Doka's control, or the Lessee does not fulfil its obligations on delivery, the Lessee is liable for all costs this entails, in addition to the rent.

#### **5. END OF THE LEASE TERM**

##### **5.1 Return**

At the end of the lease term, the Lessee must ensure that the Leased Equipment is returned at the Lessee's expense and risk to one of the return locations specified by Doka.

##### **5.2 Condition of the Leased Equipment on return**

The Lessee must return the Leased Equipment in a cleaned and undamaged condition, in accordance with Doka's quality criteria applicable at the time of delivery, in regard to such normal wear and tear resulting from the agreed use of the Leased Equipment, given the Lessee's compliance with Doka's instructions for installation and use, and provided that the Lessee has fulfilled its duty to inspect and maintain. The Lessee must request such instructions from Doka, which must provide the documents to the Lessee on request at no additional cost. The Lessee must reimburse Doka for any cleaning costs.

##### **5.3 Lessee's notice before return**

5.3.1) The Lessee must at least five days before the return of the Leased Equipment, notify Doka of a proposed date and time for the return.

5.3.2) As soon as Doka has received this notification, the return location and date/time for the return must either be confirmed, or an alternative proposed for final agreement.

##### **5.4 Lessee's liability in the event of non-return of equipment**

If the Lessee fails to fulfil its return obligations, Doka is entitled to collect the Leased Equipment at the Lessee's expense and risk, which includes that the Lessee must bear all negative consequences this may entail.

#### **6. INVOICING AND TERMS OF PAYMENT**

##### **6.1 Invoicing frequency and due date**

The rent will be invoiced in arrears once a month, with payment terms of 30 days, unless otherwise agreed.

Doka is free to bring forward the due date, as well as demand advance payment, if Doka believes the Lessee's financial position and/or credit rating warrants this. Doka is also free to do this

after issuing an offer, as well as after an agreement has been concluded, see also Sections 1.2 and 9.4.1.

##### **6.2 Invoicing unit**

Rent will accrue for each commenced 24-hour period, and the minimum invoicing quantity is 30 calendar days.

##### **6.3 Value Added Tax**

Rent is to be invoiced with the addition of Valued Added Tax (VAT).

##### **6.4 Interest in the event of late payment**

In the event of late payment, a fixed penalty charge of 8 per cent of the invoice amount will be applied. In addition, the statutory interest rate on late payment will be applied from the due date until payment is made.

##### **6.5 Invoice check and deadline for objections**

The Lessee must check the invoices on receipt. Any objections must be notified in writing to Doka at [faktura.norge@doka.com](mailto:faktura.norge@doka.com) within eight days of the invoice date.

##### **6.6 No right to withhold payment**

In the event that the Lessee has objections and/or has complained about defects in the Leased Equipment or delay, the Lessee is not entitled to withhold payment of the invoice.

##### **6.7 Price adjustments**

6.7.1) Prices will be adjusted at each year-end in accordance with Statistics Norway's Consumer Price Index. Prices will be adjusted on 1 January the year after the contract has been signed.

6.7.2) The prices may be amended to the extent that changes in regulations and decisions relating to public charges affect the remuneration or costs.

6.7.3) In the event of other price adjustments of more than 5 per cent, the remuneration shall be renegotiated from time to time. This includes the time at which the adjusted remuneration will apply from, any subsequent invoicing thereof and the due date.

#### **7. THE PARTIES' OBLIGATIONS**

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## 7.1 Doka's obligations

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

## 7.2 Lessee's obligations

7.2.1) The Lessee must in good faith assist in the execution of the Agreement.

7.2.2) The Lessee must treat the Leased Equipment in accordance with Doka's instructions and guidelines, and in all other respects the Lessee must in good faith ensure proper supervision, inspection and ongoing maintenance during the lease term.

7.2.3) Without this affecting the foregoing in Section 1.4, Doka requires the Lessee to implement training in order to become qualified to use and operate some Leased Equipment. Where relevant, this is embedded in Doka's internal risk assessment. In these cases, the Lessee agrees to implement this training, and the Lessee may not use or operate the Leased Equipment until documentation of the training has been issued or approved by Doka.

7.2.4) The Lessee may not use the Leased Equipment for anything other than agreed, in other places than agreed, or under other circumstances than agreed.

7.2.5) The Lessee must immediately notify Doka of any damage to the Leased Equipment, including circumstances which mean that parts of the Leased Equipment must be taken out of use. In such cases, Doka arranges for the repair or replacement of the part of the Leased Equipment in question.

7.2.6) The Lessee is liable for all damage caused to the Leased Equipment both during the lease term and while the Leased Equipment is being transported. The Lessee may not repair, change or carry out similar actions on the Leased Equipment without prior written agreement with Doka.

## 8. INSURANCE

The Lessee must keep the Leased Equipment fully covered by insurance

during the lease term, as well as during transport.

## 9. BREACH OF CONTRACT

### 9.1 What is considered a breach of contract

9.1.1) Breach of contract is considered to exist if the Parties fail to fulfil their obligations under the Agreement.

9.1.2) Breach of contract may be attributable to either a defect or delay.

9.1.3) If one of the Parties cannot meet its obligations as agreed, the Party must notify the other Party of this as soon as possible in writing.

### 9.2 Complaints – Invoking breach of contract

Complaints must be submitted in writing and state the reasons immediately after the matter in question has been discovered.

### 9.3 Passivity – Failure to comply with the complaint deadline

If the Lessee has not invoked the breach of contract within eight days of delivery, or from the time the defect was discovered or should have been discovered if this is earlier, the right to claim remedies as a result of the breach is lost.

### 9.4 Consequences of breach of contract – Remedies

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

9.4.1.1) In the event of breach of contract by the Lessee, including full or partial overdue payment, Doka may immediately suspend the delivery and/or exercise its right of retention.

9.4.1.2) Doka must notify the Lessee of such suspension in writing. Such notification is nevertheless not a precondition for a justified suspension.

#### 9.4.2 Enforcement in the event of breach of contract by the Lessee – Recovery clause

If a lease payment is not paid when due, or the Leased Equipment is not returned at the end of the lease agreement, nor

within 14 days of Doka then sending notification, Doka may proceed with enforcement without legal action, see Sections 4-18 and 13-2 of the Norwegian Enforcement Act.

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

In the event that the Lessee has complained about defects in the Leased Equipment or delay, the Lessee may not for that reason withhold payment of the invoice. However, if Doka confirms the breach of contract based on the Lessee's complaint, the Lessee may withhold payment, but not in an amount greater than is necessary in order to secure the Lessee's claims as a result of the breach.

#### 9.4.4 Redelivery and price reduction

9.4.4.1) If Doka's delivery is defective, the Lessee may demand redelivery.

9.4.4.2) If Doka has not within a reasonable time made rectification through such redelivery, the Lessee may demand a pro rata price reduction to the extent that the value of the delivered items(s) has been reduced.

#### 9.4.5 Compensation

9.4.5.1) A Party may claim compensation for any direct loss in accordance with general contract law.

9.4.5.2) Direct losses include additional costs for substitute purchases or leasing, loss of sales revenue, losses attributable to additional work and other direct costs in connection with delay, defect or other breach. Compensation for indirect losses may not be claimed.

#### 9.4.6 Limitation of liability for Doka

9.4.6.1) Doka is not liable for indirect losses suffered by the Lessee.

9.4.6.2) Unless Doka has displayed gross negligence or intent, Doka's overall financial liability is limited to the sum of what the Lessee has paid to Doka.

9.4.6.3) Doka is not under any circumstance liable for any damages or other costs incurred following power outages, delivery delays or similar

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circumstances affecting the Leased Equipment.

## 10. TRANSFER AND CHANGE OF PARTIES

### 10.1 Doka's right to transfer

10.1.1) Doka is free to transfer rights and obligations under the Agreement without the consent of the Lessee.

10.1.2) Doka is free to transfer ownership of the Leased Equipment, including by sale and mortgaging.

10.1.3) Transfer does not give any of the Parties the right to cancel, terminate or demand amendments to the Agreement. Doka may not be held liable for claims that arise after the change of ownership, nor for the new owner's fulfilment of the lease agreement.

### 10.2 Lessee's limited right to transfer

10.2.1) The Lessee is not entitled to transfer rights and obligations under the Agreement without Doka's prior consent. Doka may deny consent on an unrestricted basis.

10.2.2) The Lessee is therefore not entitled to:

(I) sell, pledge or in any other way transfer the Agreement to another party or enter into an agreement with another party, so that the Lessee's or Doka's right of access to or control over the Leased Equipment is diminished in any way;

(II) sell, sublease, mortgage or in any other way derive income from the Leased Equipment;

(II) join the Leased Equipment to the Lessee's movable or fixed assets in such a way that Doka's ownership is threatened, or

(III) allow the Leased Equipment to be subject to seizure by the Lessee's creditors, through temporary securing, distraint or in the event of bankruptcy.

10.2.3) A transfer will be considered to have taken place if more than 50 per cent of the Lessee is owned by parties other than the owners at the time the

Agreement is made. The same applies to any changes in the Lessee's company structure. The transfer of ownership or positions that constitute a controlling interest in the company will also be considered to be a transfer. Controlling interest has the same meaning as under the Norwegian Limited Liability Companies Act.

10.2.4) Other company-related changes, for example demergers and mergers, acquisitions, business transfers and share issues are also considered transfers.

10.2.5) Failure to respond to a request for approval is not considered to be approval.

10.2.6) If the transfer takes place despite lack of approval or express refusal from Doka, or there is any other breach of the conditions in this section, the transfer will be considered to be a material breach of the Agreement.

## 11. MATERIAL BREACH OF CONTRACT

### 11.1 Cancellation

In the event of material breach by the other Party, either of the Parties may cancel the Agreement with immediate effect. Cancellation is contingent on the other Party having first been given reasonable time to rectify the breach.

### 11.2 Doka's right to cancel

Under any circumstance, Doka is entitled to cancel the Agreement with immediate effect and to have the Leased Equipment immediately returned to it at the Lessee's expense and risk.

(I) if the Lessee acts in such a way that Doka's rights of ownership are challenged or the value of the Leased Equipment is reduced;

(II) delayed payment of rent beyond thirty 30 days, unless otherwise agreed.

(III) if the Lessee suspends payments, becomes the subject of company changes, merger, bankruptcy, enters into composition proceedings, reconstruction or the like, or is otherwise at risk of being

unable to fulfil its obligations under the Agreement.

### 11.3 Lessee's liability in the event of cancellation

In the event of cancellation following material breach of contract by the Lessee, the Lessee must compensate Doka for any loss, including as a minimum, but not limited to:

(I) all costs associated with the return;

(II) all unpaid lease payments due, adjusted upwards up to and including the end of the period for the notice of cancellation; and

(III) lost leasing income from the Leased Equipment during the remaining lease term, but not less than the rent for two (2) months' lease.

## 12. FORCE MAJEURE

### 12.1 Cessation of liability for breach of contract

Neither Party will be considered to be in breach of any obligation in this Agreement (except for payment obligations) as a result of actions or events beyond that Party's reasonable control (Force Majeure)

### 12.2 Examples of Force Majeure

Force majeure events include, but are not limited to:

- outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authority in response to any of the foregoing
- any act of war or terrorism, hostilities (war declared or not), invasion, act of foreign enemies
- strikes, lock out, disorder, shortage of supplies or labour
- breakdown or malfunction, loss of data due to power failure or mechanical difficulties with information storage or retrieval systems
- labour difficulties, civil unrest, riots, revolution, uprising, quarantine of any kind

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- natural disaster, flood, fire, embargo, boycott, uprising, explosion
- shortage of gas, fuel or electricity – hacking, piracy
- interruption of transport
- governmental actions and injunctions
- legislative amendment
- unavoidable accident
- failure of any supplier, contractors or subcontractors.

13.3.1) If a dispute is not resolved by negotiations or mediation, either of the Parties may demand that the dispute be resolved with final effect before Norwegian courts.

13.3.2) Doka's court of domicile is the legal venue.

### 12.3 Right to defer performance

If a force majeure event occurs, the affected Party is entitled to defer the performance prevented from execution to the extent and for the time period such Party is impeded by the force majeure.

### 12.4 Notification

Should such an event occur, the affected Party must make every effort to notify the other Party as soon as practicably possible.

### 12.5 Cessation of the Agreement

If the affected Party's inability to perform exceeds a period of six months, the other Party may terminate the Agreement with immediate effect. Such termination does not release the Party from paying any accrued remuneration or other payment obligations up until termination. The Lessee pays the agreed rent until the Leased Equipment has been returned.

## 13. DISPUTES

### 13.1 Choice of law

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

### 13.2 Negotiations and mediation

13.2.1) If a disagreement arises between the Parties regarding the interpretation or legal effects of the Agreement, the Parties must first attempt to reach agreement through negotiations and/or mediation.

13.2.2) The Parties may alternatively agree that the dispute will be resolved through mediation in accordance with the regulations established by the Oslo Chamber of Commerce (OCC). The mediation will be chaired by one mediator appointed by the OCC and will take place in Oslo.

### 13.3 Judicial proceeding