

BLACHERE SWEDEN

GENERAL TERMS AND CONDITIONS FOR RENTAL

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BLACHERE SWEDEN AB

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BIC/SWIFT ESSESESS

REG. No 556841-0913

VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

CHRISTMAS. WINTER. EXPERIENCE.

1 DEFINITIONS

In these general terms and conditions for rental (the “**Terms**”) the following definitions apply:

“**Agreement**” means the written agreement regarding the rental of Products between Blachere and the Customer, based on Blachere’s written quotation and/or order confirmation, and of which these Terms form an integral part.

“**Blachere**” means Blachere Sweden AB and all other companies in the Blachere NL BV group.

“**Force Majeure**” is defined in clause 13.1.

“**Rental Items**” means all products including accessories, lighting, decorations and related materials rented by Blachere under the Agreement.

“**Customer**” means any natural or legal person acting in a business activity and who enters into an Agreement with Blachere .

“**In writing**” means communication confirmed by authorized representatives of the parties in signed form or via email.

2 APPLICABILITY

2.1 These terms and conditions apply to all offers, quotes and agreements for the rental of Rental Items.

2.2 Any general terms and conditions of the Customer do not form part of the Agreement. Deviations are only valid if confirmed in writing by Blachere.

3 QUOTES

3.1 All Blachere's offers and quotations are non-binding and may be revoked by Blachere at any time before the Customer has approved them in writing.

3.2 Quotes are valid for 30 days unless otherwise stated.

3.3 An agreement is concluded when Blachere issues a Written Order Confirmation or commences delivery of the Rental Items.

4 RENTAL ITEMS

4.1 The rental items are listed in the Agreement.

4.2 The rental items are owned by Blachere and the Customer rents these on the terms specified in the Agreement and thereby acquires a time-limited right of use to them.

4.3 The Customer may not sell, pledge, rent out or otherwise dispose of the Rental Items.

4.4 The rental items may not be modified or used by third parties without written consent from Blachere .

5 RENTAL PERIOD

5.1 The planned start and end of the rental period are stated in the Agreement.

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- 5.2 At the beginning of the rental period, the Rental Items shall be delivered to the Customer or made available for collection by the Customer. The rental period ends when all Rental Items have been returned to or collected by Blachere .
- 5.3 The Customer's early termination of the Agreement or early return of the Rental Items does not reduce the agreed rental fee. For late return of the Rental Items, Blachere is entitled to charge the Customer additional fees.
- 5.4 Extension of the rental period must be requested in writing by the Customer and requires Blachere's approval and entails additional fees.

6 PRICES AND PAYMENTS

- 6.1 All rental prices are stated in SEK unless otherwise agreed and are stated excluding VAT, transport, insurance and taxes.
- 6.2 Rental prices are fixed for the agreed period (season or project). For periods thereafter, Blachere may adjust the prices.
- 6.3 Invoices must be paid within 14 days from the invoice date, without deduction or set-off.
- 6.4 In the event of late payment, Blachere is entitled to interest on late payment in accordance with the Interest Act (1975:635) and compensation for any collection costs.

7 DELIVERY AND PICKUP

- 7.1 Delivery of the Rental Items takes place at the agreed location and time in accordance with the Agreement. The risk for the Products (for example, the risk of fire, theft or damage) passes to the Customer when the Products are delivered to the Customer.
- 7.2 If the Customer does not collect or receive the Rental Items at the agreed place and time, Blachere has the right to charge the Customer compensation for waiting or redelivery costs.

8 INSTALLATION AND ASSEMBLY

- 8.1 If the Customer wishes Blachere to install, assemble, dismantle and/or perform other related work regarding the Rental Items, this shall be agreed upon separately, whereby Blachere's General Installation Terms and Conditions shall apply to these services.

9 USE AND MAINTENANCE OF RENTAL ITEMS

- 9.1 The Customer shall use and maintain the Rental Items with due care and diligence. The Customer shall keep the Rental Items in good condition and follow Blachere's instructions and directions regarding the use, supervision and care of the Rental Items.
- 9.2 The Customer shall ensure the required power supply, mounting structures and environmental safety with respect to the Rental Items.
- 9.3 Damage, theft or loss of the Rental Items must be reported by the Customer in Writing to Blachere immediately and no later than within 24 hours of discovery.

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10 RETURN OF RENTAL ITEMS

- 10.1 All Rental Items must be returned in the agreed manner, suitably packaged and in good and maintained condition to Blachere . Returns must be accompanied by order and invoice references and can be made free of charge to a location specified by Blachere.
- 10.2 Blachere shall inspect returned Rental Items and report in Writing any defects or deficiencies therein that are the responsibility of the Customer and what compensation Blachere requires from the Customer for these defects or deficiencies. If the Customer does not object in Writing to the report within three (3) business days, the report shall be deemed approved and Blachere shall thereby be entitled to any compensation requested.
- 10.3 Blachere's claim for compensation shall be invoiced to the Customer and paid within seven (7) business days.

11 FUNCTION OF RENTAL ITEMS

- 11.1 Blachere undertakes to remedy, free of charge and within a reasonable time, any defects in the Rental Items that arise during the rental period and that are not covered by the Customer's liability for use, maintenance, damage, theft or loss. The defects may be remedied by, at Blachere's option, repair or replacement of the defective Rental Items.
- 11.2 Blachere may also remedy faults or deficiencies that arise in Rental Items and that are due to the Customer (such as faults or damage caused by incorrect installation, use, repair or abnormal wear and tear) or that are covered by the Customer's liability for damage, theft or loss. Such remedying of faults or deficiencies is carried out for compensation according to Blachere's price list for products and work.

12 RESPONSIBILITY

- 12.1 The Customer is responsible for all damage, theft or loss of the Rental Items from the time the risk passes upon delivery until the Rental Items are returned in the agreed manner to Blachere .
- 12.2 Blachere's liability for defects in Rental Items is exhaustively stated in clause 11.
- 12.3 Blachere's liability for damages in the event of breach of contract due to negligence is limited to compensation for the Customer's direct damage or loss due to the breach of contract and under no circumstances includes indirect damage or consequential damage, such as loss of production or profit, or for loss of data.
- 12.4 Blachere's liability for damages is further limited to the total compensation paid by the Customer to Blachere for the rental of the Rental Items during the last six (6) months prior to the date of the damage.
- 12.5 Blachere's limitations of liability under this clause do not apply in the event of personal injury or if there is intent or gross negligence on Blachere's part.
- 12.6 Any claims for damages by the customer must be made in writing and no later than six (6) months after the end of the rental period.

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13 FORCE MAJEURE

- 13.1 Blachere is exempt from penalties for failure to fulfill a certain obligation under the Agreement, if the failure is due to circumstances beyond Blachere's control, including but not limited to: natural disaster, war, government decisions, risk of infection, riots, sabotage, trade embargo, strike or other labor law conflict, general shortage of energy supply, transportation or goods, or defects or delays in goods or services from Blachere's subcontractors due to Force Majeure, or equivalent circumstances (" **Force Majeure** ").
- 13.2 If Force Majeure lasts for more than two (2) months, Blachere has the right to terminate the Agreement without any liability to the Customer.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All intellectual property rights to the Rental Items belong to Blachere or Blachere's suppliers. The same applies to all designs, drawings, technical data and materials that Blachere may provide to the Customer under the Agreement. The Customer may not reproduce, share or use such materials beyond the agreed purpose and after the end of the rental period.
- 14.2 If the Customer provides Blachere with intellectual property protected material, the Customer shall indemnify Blachere against all claims from third parties alleging that Blachere's use of this infringes the rights of third parties.

15 TERMINATION

Blachere has the right to terminate the Agreement in writing with immediate effect if:

- a) The Customer breaches the Agreement and fails to remedy the breach within ten (10) days of Blachere's Written Request for Remediation;
- b) The customer is declared bankrupt, enters into composition negotiations or corporate restructuring, enters into liquidation or can otherwise reasonably be considered to have become insolvent; or
- c) the ownership or control of the Customer's business changes significantly.

16 APPLICABLE LAW AND JURISDICTION

- 16.1 The agreement is governed exclusively by Swedish law, excluding its conflict of law rules.
- 16.2 All disputes arising from the Agreement shall be referred to a Swedish general court, and in the first instance to the Stockholm District Court.

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