

# LivingFlex Rental – Terms & Conditions (NIMASTAY / B2C, Denmark)

## 1. Parties

These Terms and Conditions (“Terms”) apply to the rental of furniture and related services provided by **LivingFlex Rental ApS** (“LivingFlex”, “we”, “us”), to private consumers in Denmark (“Customer”, “you”) in cooperation with **NIMASTAY** (an Estaldo-owned company).

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## 2. Scope of Service

LivingFlex provides rental of new or like-new furniture on a subscription basis. Installation, setup and removal are handled as part of the agreed **Setup & Logistics services** described below.

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## 3. Rental Term & Minimum Commitment

The minimum rental period is **3 months**.

During this binding period, the Customer is not entitled to cancel the agreement or receive any refund of prepaid subscription fees.

After the minimum period, the subscription continues on a monthly basis until terminated with **30 days’ notice**.

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## 4. Pricing, Subscription & VAT

### 4.1 Monthly Subscription Fee

The monthly subscription fee is determined by the selected furniture, furniture package(s) and any additional items chosen by the Customer.

The subscription fee may vary depending on the composition and scope of the furniture solution.

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### 4.2 Setup & Logistics – Installation

A one-time **Setup & Logistics (installation)** fee of

**DKK 5,000 excl. VAT**

is charged at the start of the agreement, regardless of the quantity of furniture.

This fee covers logistics, delivery coordination, installation, assembly and initial setup.

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### 4.3 Setup & Logistics – Removal

At the end of the agreement, a **Setup & Logistics (removal)** fee of

**DKK 2,000 excl. VAT**

is charged, regardless of the quantity of furniture.

This fee covers dismantling, handling and logistics related to furniture return.

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### 4.4 VAT

All subscription fees are subject to Danish VAT (moms).

Setup & Logistics fees are charged excl. VAT and invoiced with VAT in accordance with applicable law.

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## 5. Payment & Billing

Subscription fees are billed monthly in advance by Living'Flex.

The Setup & Logistics (installation) fee is invoiced at contract start.

The Setup & Logistics (removal) fee is invoiced at contract termination.

Payments must be made using the approved payment methods shown during checkout or invoicing.

Failure to pay may result in suspension of service and/or termination of the agreement in accordance with applicable law.

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## 6. Deposit

**No deposit is required** for this agreement.

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## 7. Insurance

Rental insurance is **not included** in this agreement.

Insurance coverage for the rented furniture is handled by **NIMASTAY**.

The Customer is still required to hold a valid private home contents insurance (indboforsikring) covering the address where the furniture is used.

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## 8. Damages & Liability

Normal wear and tear is included.

The Customer is liable for damages, stains, breakage, loss or misuse of the furniture beyond normal wear and tear, up to a maximum of **50% of the retail price of the affected furniture**.

Retail prices are at all times publicly available and can be viewed at [www.livingflex.dk](http://www.livingflex.dk).

For avoidance of doubt, by way of example only:

If the retail price of a chair is **DKK 750 incl. VAT**, the Customer's maximum liability for damage to that chair shall be **50%**, corresponding to **DKK 375 incl. VAT**.

Furniture must always be returned to Living'Flex at the end of the rental period, regardless of condition.

Living'Flex reserves the right to invoice the Customer for repair, cleaning, replacement or loss in accordance with documented costs and the above liability cap.

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## 9. Delivery, Installation & Removal

Installation and removal are handled as part of the agreed **Setup & Logistics services**.

Timing and scope are coordinated between Living'Flex, NIMASTAY and the Customer.

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## 10. Use of Furniture

Furniture may only be used at the registered delivery address in Denmark and must be used under normal residential conditions.

Sub-leasing, commercial use, or relocation without prior written consent is not permitted.

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## 11. Replacement, Upgrades & Additions

The Customer may request replacement, upgrades or additional furniture during the subscription period.

Any such changes may result in an adjusted monthly subscription fee and will be confirmed prior to implementation.

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## 12. Ownership

All furniture remains the sole property of Living'Flex at all times.  
No ownership rights are transferred to the Customer.

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## 13. Termination

After the minimum 3-month binding period, the Customer may terminate the subscription with **30 days' notice**.

Termination does not waive the obligation to pay the Setup & Logistics (removal) fee.

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## **14. Customer Obligations**

The Customer is responsible for:

- Proper care and normal use of the furniture
- Ensuring safe access for installation and removal
- Maintaining household insurance
- Promptly notifying Living'Flex of damages or defects

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## **15. Data Protection**

Living'Flex processes personal data in accordance with the Danish Data Protection Act and the EU GDPR. Further details are available in the Privacy Policy.

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## **16. Governing Law & Jurisdiction**

These Terms are governed by Danish consumer law and Danish legislation. Any disputes shall be settled by the competent Danish courts.