

1. Parties and scope

These terms and conditions apply to the rental agreement made between the provider of the rental machinery (hereafter *Lessor*) and the customer renting the machinery (hereafter *Lessee*)

2. Term

The rental term shall commence upon loading of the equipment on the conveyance or at the time the equipment has been made available for pickup by the Lessor. The equipment must be returned to the Lessor on or before the expiration date stated in the rental agreement including all optional accessories, unless the Lessor has agreed in writing to an extension of the rental term. The minimum term is 1 day (=base term).

3. Rental goods

The rental goods are the equipment and any optional accessories specified in writing in, agreed by the Lessor and Lessee in the rental agreement. The rental goods are delivered in "AS IS" condition. The rental goods do not include any fuel or electrical power, daily maintenance, maintenance products (such as oils etc.) or operating staff unless agreed upon in writing. The Lessee is responsible for inspecting the quantity, quality and condition of the rental goods upon receiving the goods. Should the Lessee notice a defect in the rental equipment, the Lessee shall notify the Lessor at the earliest possible convenience. A possible compensation of the rental payments are calculated starting at the time the Lessor has received notification of defect.

4. Delivery

The rental goods shall be assigned to the Lessee by the Lessor or a person authorized by the Lessor, at the Lessor's warehouse at the time agreed upon in the rental agreement. The transportation costs are handled by the Lessee unless agreed otherwise in the rental agreement. The rental equipment is delivered with a full fuel tank.

5. Operation and maintenance

The Lessee is responsible for studying and complying to the operating and safety instructions of the rental equipment. The Lessee shall use the rental goods in a careful manner, as stated in the operating instructions, solely in the conditions the rental equipment is suitable for and clean the equipment after use. Apart from common maintenance and care routines, the Lessee shall not repair the rental goods or have repairs done by a third party without a written agreement from the Lessor. The Lessee shall not modify or alter the rental goods in any way. The Lessee shall use the rental goods in the location agreed in the rental agreement. The Lessee shall not transport the rental goods to another location without a new written agreement.

6. Return of the rental goods

The Lessee shall return the rental goods at or before the time of expiration of the rental term. The rental goods must be clean and in similar condition as it was delivered in. The location for the return and any optional transport services must be agreed upon in writing before the start of the rental term. The rental goods shall be returned with a full fuel tank. If the equipment is returned without a full fuel tank, the costs caused by refueling will be added to the rental costs. The ownership of the rental goods remains with the Lessor at all times.

7. Obligations of the Lessee

The Lessee is responsible for compensating the Lessor for any direct or indirect damage caused to the rental goods that have occurred due to careless operating, misuse or poor maintenance during the rental term. In the event of loss or unrepairable damage to the rental goods, the Lessee is responsible for compensating the Lessor for the costs of replacing the damaged equipment at market value. If the Lessee fails to return the rental goods in the condition stated earlier in this document, the Lessor withholds the right to charge the possible cleaning and repair costs from the Lessee, in addition to the original quote. The Lessee is responsible for complying to work safety and other similar regulations and for any costs that may arise from inspections related to those regulations.

8. Obligations of the Lessor

The Lessor is responsible for the rental goods' maintenance costs caused by normal wear and tear. The Lessor is not responsible for maintenance or repair costs caused by misuse or insufficient maintenance. The Lessor is not responsible for any direct or consequential damage to the Lessee caused by operating the rental goods or the malfunction in the rental goods.

9. Insurance

The rental goods are not insured by the Lessor. Should the Lessee require insurance coverage, it is the Lessee's responsibility to acquire such coverage for the duration of the rental term, including transport. Should the Lessor transport the rental goods for the Lessee, the Lessor withholds the right to require the Lessee to provide sufficient insurance for the transport.

10. Breach of contract

Should the Lessee neglect paying overdue rental payments or in any other significant way breach the terms of the agreement, the Lessor withholds the right to terminate the contract immediately and repossess the rental goods. The Lessor withholds the right to take similar actions should the Lessee's business operations or financial situation appear so that there is legitimate reason to assume the Lessee may neglect their liability to pay or will otherwise fail to fulfill the obligations stated in the rental agreement. The Lessee is responsible for compensating the Lessor for all costs that arise from the termination of the rental agreement.

11. Force Majeure

The Lessor is not required to fulfill the contract if the delivery of rental goods is prevented by a natural obstacle, fire, mechanical breakdown or malfunction, strike, lockout, war, mobilisation, import or export prohibition, lack of transport, discontinuation of manufacturing, traffic disruption or a similar obstacle that is impossible for the Lessor to overcome. The Lessor is not required to fulfill the contract if it would require sacrifices by the Lessor that are unreasonable compared to the benefits to the Lessee. The Lessor is not responsible for compensating the Lessee for any loss resulting from failure to fulfill the contract.

12. Assignment of the rental agreement

The Lessee shall not assign the agreement or rental goods wholly or in part to a third party without a written agreement from the Lessor.

13. Disputes

In the case of the Lessee being a business entity, any dispute concerning the rental agreement should be settled in the court of first instance at the Lessor's domicile or should both parties agree, by arbitration. If the Lessee is a consumer, the Lessee can take the matter to the Consumer Disputers Board or the court of first instance at the Lessee's domicile. All sums due Lessor which have not been paid shall accrue interest at the monthly rate currently specified by Finnish legislation. Should the entity or person, mentioned as Lessee in the rental agreement, fail to pay the rental invoices, the person who signed the agreement is deemed responsible for paying the rental invoices.

By the ruling of the Data Protection Board No 3/26.01.1998, the Lessor withholds the right to register a distrustful Lessee to a separate registry and inform other members of the Union of Technical Trade provided with the name of the Lessee, last 4 digits of the Lessee's social security number, specification of the rental goods and details of the delinquency in the following cases:

- a) failure to return the rental goods
- b) failure to pay the entire rental invoice
- c) failure to pay the remaining rental invoice
- d) Lessor refused rental agreement for other reason

The registree is entitled for it to be noted in the registry that there is an active dispute concerning payment of the rental agreement.

14. Rental payments

The rental payments are formed based on 7 days / week and 8 working hours / day. Should the rental goods be operated in 2 or 3 shifts, the Lessee has the right to have the payments formed based on hours of usage. In this case, the rent is based on absolute usage hours that are determined by collecting the hours of the equipments hour meter in the start and end of the rental term. For longer rental terms of 30 days or over, the Lessee can negotiate a monthly rent price. The base rent is the rental price for 1 day. Rental payments are based on the daily price for the first 30 days of the rental term. After the 30 day period, it is possible to change the payments based on a monthly price. The monthly price may apply at the start of the rental term if it has been agreed upon by both parties by the time of signing the rental agreement.

Should the Lessee fail to return the rental goods washed, the Lessor shall charge 68 € / hour (excl. VAT) for washing the equipment.