

LIABILITY FOR RENTAL ITEMS AND THE PROVISION OF RAMITURVA

1. Lessee (Customer) Liability for Rental Items

- a. Lessee and Lessor liabilities are based on "Technical Traders' General Terms and Conditions for Machine Rental and Related Services", including the Ramirent addendum, in force at the time of hiring.

2. Customer's Reduced Own Risk (RamiTurva)

- a. By paying a surcharge, the Customer can reduce customer liability as defined in point 1 and in a manner defined in point 2 below. Alternative amounts of reduced liability available and their corresponding surcharges are defined in a separate price list in the Ramirent Rami System. The surcharges are subject to value added tax. Any customer who has not paid the surcharge together with its value added tax assumes full liability for damages. In the price list and in these terms and conditions, reduced liability is referred to as "RamiTurva".
- b. RamiTurva can be valid only in Finland. The Customer assumes full liability for damages if a rental item is transported outside Finland;
- c. The fee levied for RamiTurva will not be refunded, regardless of whether there has been an occurrence of damage or not. For extending a lease, a surcharge will be levied also for RamiTurva if such was included in the fee for the previous lease;
- d. Ramirent may specify that RamiTurva is mandatory for a certain rental item. This rental item can then be hired only on the condition that the Customer has also subscribed to RamiTurva. Furthermore, Ramirent may exclude certain rental items from RamiTurva coverage. Ramirent also reserves the right of refusal to grant RamiTurva;
- e. Once the Customer has chosen and accepted RamiTurva as chargeable, the Customer assumes limited liability for damages up to the amount of RamiTurva own risk for any sudden and unforeseen damage to or loss of a rental item during the rental period. In choosing an additional service associated with RamiTurva, by which one may buy off the excess, the Customer assumes no liability for damage ensuing under the conditions described above or in cases of products specified by Ramirent being stolen. A separate price list for buying off the excess is included in the Ramirent Rami System. The Customer assumes full liability for other damages that, according to these terms and conditions, are the Customer's liability;
- f. In relation to the Customer's own insurance protection with rental item coverage, RamiTurva is always secondary. For a rental item, the Customer shall be held responsible for claiming insurance compensation from the insurance company and for reimbursing this to Ramirent in accordance with policy conditions even if the amount of compensation exceeds that of reduced own risk;
- g. Without prejudice to what has been said in point e, RamiTurva will never cover the following damages, for which the Customer, even having chosen RamiTurva, always assumes full liability:

- i. Damage caused deliberately or through negligence by the Customer or Customer's employee or subcontractor;
 - ii. Damage caused by the Customer or Customer's employee or subcontractor when operating or transporting a rental item in violation of the installation, operating or regulatory guides, under the influence of alcohol or a narcotic substance or medicinal substance affecting performance or in criminal activity; and
 - iii. Damage resulting from quarrying or blasting work, the use or processing of substantially corrosive, contaminating or abrasive substances or ingredients as well as substantially contaminating or abrasive work, such as sandblasting, plastering or painting;
 - iv. Damage resulting from vandalising, falling ill, road accident or any other damage caused by accident, or natural phenomenon (damage caused by animals, sunshine, heat, flood and other changes in the water level, storm, rains, freezing, snow, thunder, earthquake etc.)
- h. The 2017 addition to RamiTurva reduces liability by providing added protection for rental equipment. "Theft" refers to stealing from a locked space or unauthorised appropriation or stealing of locked equipment in the event that the theft is detected immediately and can be verified in terms of time, place and offender, and that the Customer has reported the theft to the police;
- i. Without prejudice to what has been said in points e and h, RamiTurva will never cover damages in the following circumstances, for which the Customer always assumes full liability even having chosen RamiTurva:
 - i. The rental item has been lost or forgotten;
 - ii. Loss of goods which is found only in connection with the return inspection or regular inventory;
 - iii. Theft which has not been notified immediately and which has not been reported to the police;
 - iv. Unauthorised appropriation or stealing of wheel loaders and roller machines as well as towable equipment;
- j. The validity of RamiTurva entails the return of the rental item to the Ramirent agency, from which the rental item was hired, or by approval of this agency, to some other agency. Ramirent may, at its sole discretion, approve RamiTurva use in such a way that the rental item is kept and repaired at the Customer's site;
- k. Ramirent will charge for any damage smaller than and up to the amount of RamiTurva own risk in connection with the return of the rental item and at the latest, when Ramirent has detected the damage and estimated the cost of repair;
- l. Rental item repairs and overhauling will be carried out by Ramirent;
- m. In no way does RamiTurva concern damage caused to any third party or any property other than the rental item.