



Technical Traders` General Term and Conditions for Machine Rental and Related Service 2016

1. PARTIES AND SCOPE OF APPLICATION

These Terms and Conditions shall apply to contracts on the rental of movables such as working machines, scaffolding and protective structures used in construction work between machine rental companies (hereafter "Supplier") and those renting the goods (hereafter, Customer"), unless otherwise agreed in writing between the parties.

Where appropriate, these Terms and Conditions shall also apply to any planning, assembly, disassembly, service, maintenance, usage, transfer and other services provided by the Supplier to the Customer (regardless of whether provided for a charge or free of separate charge), unless otherwise agreed in writing between the parties.

These Terms and Conditions shall not affect any statutory rights under consumer legislation.

2. TERMS AND CONDITIONS OF RENTAL

2.1. Rental Goods

The Rental Goods shall be the goods agreed upon by the Supplier and the Customer (hereafter "Rental Goods") as and with any materials and accessories specified by the Supplier in writing on the entry into the Rental Contract. The Rental Goods shall not include any fuel or power, lubricants, daily maintenance, mould oil or acquisition or operating personnel, unless otherwise separately agreed in writing.

The Customer shall not have the right to transfer the Rental Goods to premises other than the operating site agreed upon. The Rental Goods may not be exported from the country without the prior written consent of the Supplier.

The Rental Contract shall cover normal one-shift use of the Rental Goods. Any use more extensive than this must be agreed upon separately.

2.2. Rental Period

The Rental Period shall commence on the date on which the Rental Goods are collected or they have been collectible as agreed /from the Supplier's warehouse or on which they are dispatched to the Customer as agreed. The Rental Period shall end on the date on which the Rental Goods are returned in full to the Supplier. The above-mentioned collection and return days shall be included in the Rental Period. However, due to a minimum Rental Period set by the Supplier for a group of Rental Goods, the Rental Period may be longer than that specified above.

2.3. Terms of Delivery

The Rental Goods shall be assigned to the Customer at the Supplier's Warehouse. If another location has been agreed for the assignment, unless otherwise agreed between the parties, the transportation shall take place at the Customer's risk.

2.4. Return of the Rental Goods

The Customer must return the Rental Goods to the Supplier immediately on the expiry of the Rental Period cleaned, packaged and otherwise in the same condition as they were when rented out.

The Rental Goods must be returned to the warehouse that they were rented from.

2.5. Assembly and Disassembly of the Rental Goods

The Customer shall be responsible for the assembly and disassembly of the Rental Goods, unless otherwise agreed in writing between the parties.

The assembly and disassembly work and their supervision must be carried out by qualified personnel. The Supplier shall not be responsible for the safety of any structures assembled using the Rental Goods by the Customer or a third party commissioned by the Customer. On request, the Supplier shall inform the Customer about the maximum loads permitted on structures constructed using the Rental Goods.

2.6. Use, Maintenance and Servicing of the Rental Goods

The Customer must:

- Study and comply with the safety and operating instructions regarding the Rental Goods. Where necessary, the Supplier will provide guidance in the use of the Rental Goods.
- Use the Rental Goods with care and only for the normal purpose and in the conditions intended.
- See to the performance of site inspections in accordance with safety and other regulations.
- Take care of and service the Rental Goods appropriately and have the Rental Goods maintained by qualified persons. The Customer may not repair the Rental Goods or have the Rental Goods repaired by a third party nor make any alterations to the Rental Goods without the prior written consent of the Supplier.
- Clean the Rental Goods after use.
- Monitor any burden caused by wind, snow or water on the Rental Goods and without delay take the necessary action required in the situation at its own expense.

The temperatures for various rental premises agreed in connection with the rental are guidelines, and they are affected by external weather conditions. The Customer shall determine the need for heating. If natural conditions call for extra heating, the Customer shall be responsible for it.

The above duties of the Customer shall remain valid throughout the Rental Period, including during assembly and disassembly and regardless of whether the Supplier's services are used.

2.7. Prohibition of asbestos work

Legislation contains detailed provisions on the use and cleaning of work equipment used in asbestos work and on testing their operation. Because of this, the Rental Goods may not be used for asbestos work without separately agreeing on such use and related matters with the Supplier in writing.

3. TERMS OF SERVICE DELIVERY

3.1. General

In addition to the Rental Goods, the Supplier may offer the Customer planning, assembly and other supplementary services regarding rented structures. The following terms shall apply to such services.

3.2. Duties of the Parties

Unless otherwise specified by the parties, their duties shall be divided as follows:

The Supplier shall be responsible for

- performing the services that have been agreed upon separately in writing between the parties.

The Customer shall be responsible for

- applying for any official permissions required for the work regardless of who is responsible for performing the work
- appointing or acquiring rest facilities in accordance with applicable regulations
- supplying electricity for the assembly site
- arranging lighting
- bordering off the working area for the duration of the assembly and
- all other measures related to the assembly, planning, use and disassembly of the Rental Goods that have not been agreed upon separately to be performed by the Supplier or to remain the responsibility of the Supplier.

The Customer must see to the measures it is responsible for in good time in order to enable the Supplier to perform the delivery, hoisting, assembly, storage, etc. it is responsible for under the contract without hindrance within the schedule agreed upon. Otherwise, the Supplier shall, in addition to the price quoted, have the right to charge the Customer for the extra work in accordance with the Supplier's applicable price list for work.

3.3. Inspections

If the Supplier delivers the Rental Goods to the Customer with assembly included, the following joint inspections shall be carried out in connection with the assembly and disassembly work agreed upon:

- The initial inspection shall take place on the site before work commences.
- The delivery inspection shall take place when the assembly work is completed.
- The return inspection shall take place before the disassembly of the structures.
- The final inspection shall take place when the Rental Goods have been returned to the Supplier.

3.4. Transfer of Possession and Liability

Where the Supplier and the Customer have agreed on the renting of the Rental Goods with assembly included, the possession of and liability for the items rented shall transfer to the Customer to the extent and in the order that the assembly work performed by the Supplier is found to have proceeded in the inspections carried out in connection with each phase of work.

The Customer shall be liable for any damage to or loss of the Rental Goods for the period that the Rental Goods or any part thereof is on the assembly site. However, the Customer shall not be liable for damage to the Rental Goods that can be proven to be due to the Supplier's own negligence.

If the Customer has not ordered the Rental Goods with assembly included, the possession of and liability for the Rental Goods shall transfer as specified under Subsection 2.3.

4. TERMS AND CONDITIONS APPLIED TO BOTH RENTAL AND SERVICE DELIVERY

4.1. Rent and Service Charges

The Customer shall be obliged to pay rent for the entire Rental Period specified in Subsection 2.2. above.

Furthermore, the Customer shall be obliged to pay an additional charge for any extra shifts of work as referred to in Subsection 2.1. above.

Unless otherwise agreed between the Supplier and the Customer, the rent and the charges for the services referred to in Section 3. above shall be in accordance with the Supplier's price list.

4.2. The Supplier's Instructions

The Customer shall be obliged to comply with all of the safety and other instructions



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provided by the Supplier regarding the structures. The Customer must not alter or move any erected structures without the Supplier's express written consent. The Supplier shall not be liable for any loss or damage caused by the structures having been altered or moved or loaded against instructions.

4.3. Complaints

On receiving the Rental Goods, the Customer shall be obliged to inspect the quantity, quality and condition of the Rental Goods. If the Rental Goods give cause for complaint, the Customer must immediately notify the Supplier thereof. Any rent refund shall be calculated from the moment the Supplier receives the said notification.

Where the Supplier has undertaken to deliver the Rental Goods with assembly included, the Supplier shall deliver them as inspected and in working order. Any complaints about items delivered or work performed must be made by the Customer to the Supplier without delay and, where a joint inspection by the parties takes place, in connection with such inspection.

4.4. The Customer's Liabilities

The Customer shall be liable for compensating for any Rental Goods destroyed or lost during the Rental Period or otherwise not returned at the replacement-as-new value. The Customer shall be liable for compensating the Supplier for any damage to the Rental Goods as well as for any costs arising from careless or incorrect use or insufficient maintenance during the Rental Period.

If the Customer fails to return the Rental Goods to the Supplier cleaned and in the condition they were in when delivered by the Supplier to the Customer, the Supplier shall have the right to charge the Customer for the costs arising from the cleaning and repair of the Rental Goods (including material costs for operating material and wear parts). The Supplier shall, however, be responsible for any repair costs arising from normal wear and tear of the Rental Goods.

The Customer shall be solely liable for any damage and costs to the Customer or a third party arising from the use or assembly of the Rental Goods by the Customer or a third party or the assembly site, and the Supplier shall not be liable for these.

Should the Customer fail to fulfil the contractual terms and conditions for its part, the Customer shall be liable to compensate for any loss or damage to the Supplier arising thereof and the Supplier shall have the right to invoice the Customer for any costs incurred to the Supplier, including for both direct and indirect loss or damage.

4.5. Restriction of the Supplier's Liability

4.5.1. Supplier's liability for direct loss or damage

The Supplier shall only be liable for direct loss or damage incurred by the Customer due to the following causes under the Supplier's responsibility:

- delay in or prevention of the delivery of the Rental Goods
- error in planning or assembly
- breakage at the Rental Goods

The Customer must prove the direct loss or damage incurred and the amount of the damage.

4.5.2. Supplier's liability for indirect loss or damage and purpose of use

The Supplier shall not be liable for any indirect loss or damage to the Customer such as compensation for damage paid to others, contractual penalties or damages caused to any other property.

The Supplier shall not be liable for whether the Rental Goods are suited for the purpose intended by the Customer or not.

4.5.3. Quantitative restriction at the supplier's liability

The Supplier's liability for compensation shall not exceed the amount of rent agreed for the Rental Goods and/ or the service charge. The above shall not, however, restrict the liability if the loss or damage is due to the Supplier's gross negligence or intent.

4.5.4. Damages caused by forces of nature

The Customer shall to the best of its ability take care that exceptional forces of nature do not cause damage to the Rental Goods. The Supplier shall not be liable for damages caused to the Rental Goods by exceptional forces of nature such as storm (average wind velocity at least 21 meters per second), Hood, hard rain or lightning.

4.5.5. Responsibility for plans

Any plans drawn up by the Supplier require the renting of the equipment needed to implement the plan from the Supplier. The Supplier shall not be responsible for any plans if the Customer does not rent the Rental Goods required by the plans from the Supplier.

4.6. Insurance

The Rental Goods are not insured by the Supplier. Should the Customer wish to have insurance cover, the Customer must take out an appropriate insurance policy on the Rental Goods for the entire Rental Period, including any transportation.

If the Supplier is responsible for the delivery or dispatch of the Rental Goods, the Supplier shall have the right to demand that a cargo insurance be taken out on the Rental Goods by the Customer.

4.7. Breach at Contract

Should the Customer fail to pay any rent due or otherwise essentially violate the contractual terms and conditions, the Supplier shall have the right to immediately cancel the contract and repossess the Rental Goods without consulting the Customer. The Supplier shall have the same right if the Customer's activities or financial situation prove such that there is a weighty reason to presume that the Customer will default on its payment obligation or otherwise fail to fulfil an essential part of its contractual obligations. The Customer shall be liable for compensating for any costs, loss or damage arising from the cancellation of the contract to the Supplier.

The Customer shall not have the right to refrain from the payment of rent even if it considers that it has receivables from the Supplier.

4.8. Force Majeure

The Supplier shall not, however, be required to fulfil the contract if delivery of the Rental Goods of a part thereof is prevented by a natural obstacle, fire, mechanical breakdown or similar malfunction, strike, lockout, war, mobilisation prohibition on imports or exports, lack of transport, discontinuation of production, traffic disruption or similar obstacle that is outside the Supplier's control. Neither is the Supplier required to fulfil the contract when this would require sacrifices by the Supplier that are unreasonable compared to the resulting benefit to the Customer.

The Supplier is not required to compensate the Customer for any loss resulting from failure to fulfil the contract, and the Supplier may also terminate the contract.

4.9. Assignment at the Rental Contract

The Customer shall not have the right to assign the Rental Contract nor assign the Rental Goods wholly or in part to a third party without the Supplier's written consent.

4.10. Investigation Costs

Should the Customer clearly unjustifiably claim for compensation from the Supplier under the contract, the Customer shall be liable for any costs incurred by the Supplier due to unjustified investigations.

4.11. Disputes

Any disputes arising from contracts between the parties shall be settled by the court of first instance of the Supplier's domicile or, should the Supplier so require, by the court at first instance of the Customer's domicile.

If the Customer is a consumer, the Customer can take the matter to the Consumer Disputes Board (www.kuluttajoriita.fi). The Customer may also bring the matter before the court at first instance at the Customer's domicile.

ADDENDUM TO THE TERMS AND CONDITIONS FOR HIRE FROM RAMIRENT LTD

1. The term of payment will be 14 days unless separately agreed otherwise. In connection with rental invoices, the Lessor will charge any processing and invoicing fees in force at the time of hiring. If payment is delayed, interest for late payment in force at the time of hiring under the Interest Act (633/1982) will be levied from consumers, and an interest of 16 percent for late payment will be levied from companies/businesses. The Lessor will also have the right to charge reasonable collection fees. If the Lessee neglects his obligation to return hired equipment, the Lessor will have the right to levy the full cost of finding and retrieving the equipment.
2. The Lessee will have no permission to transfer any equipment hired under this hire contract to another working site without written consent from the Lessor.
3. Any redemptions or sales will be compliant with the Technical Traders' General Conditions of Sale (TK Yleiset 2010).
4. The aforementioned terms and conditions for hire will apply without separate agreement also to those hired items that are delivered in addition to the items mentioned in this contract to the same working site of the Lessee.
5. The Hirer must be able to prove his identity. The Hirer shall give consent to a credit history check and credit decision.
6. Customer data will be registered into the Lessor's data system for contracts, invoicing and credit control. With regard to online hire, the Customer understands and accepts that the Ramirent privacy policy statement, provided at <http://www.ramirent.fi/portal/fi/rekisteriseloste> applies to all processing of personal data.
7. A customer's own-risk fee for motor insurance: For any occurrence of damage involving a motor insured vehicle during the period of hire, which has been compensated by the Lessor's motor insurance, we will levy a customer's own-risk and processing fee as a lump sum indemnity from the Lessee. The amount of the fee is €1,500 per occurrence of compensation for damage. If the damage has resulted from failure to comply with legislation or the Lessor's instructions or due to wilful or gross negligence, the costs arising from the damage may be levied from the Lessee in full. The Lessor will provide no compensation for any damage to the towing vehicle of towed equipment.
8. The terms and conditions provided or otherwise included in the Lessee's requests for quotations, orders, confirmations, specifications or other similar documents will not be included in the contract between the Parties and the Lessee commits to waiving its right to appeal to any such terms or conditions.