

## 1. Scope of application

These general terms and conditions (hereinafter "Contract Conditions") are applied where Wihuri Oy Technical Trade or a company belonging to the same Group (hereinafter "Supplier") rents to a customer (hereinafter "Customer") machines, vehicles or/and equipment (hereinafter "Machine" or "Object of Rental") specified in a rental contract.

The Supplier and the Customer shall conclude a separate rental contract (hereinafter "Rental Contract") concerning the Object of rental.

## 2. Conditions of rental

### 2.1 Object of Rental

The Object of Rental is the Machine agreed upon by the Supplier and the Customer in the Rental Contract and any accessories and additional equipment agreed upon in the Rental Contract.

### 2.2 Delivery and return of the Machine and transfer of risk

The Machine shall be handed over freely at the Supplier's place of business, unless otherwise agreed upon in writing. Unless a place other than the Supplier's place of business has been agreed as the place where the Machine shall be handed over, the transportation of the Machine shall take place at the Customer's risk.

The Machine shall be handed over in the operational condition corresponding to its age and returned immediately at the expiry of the rental period, cleaned and in the same condition as it was in at the time it was handed over, excluding wear and tear from normal use. The Machine shall be returned to the same place of business of the Supplier where it was collected, unless otherwise agreed.

### 2.3 Transfer of risk

The risk is transferred to the Customer when the Machine is handed over, in accordance with the contract, to the Customer or an independent freight carrier or when the Machine is available to be collected at the Supplier's place of business but the Customer has not yet collected the Machine.

### 2.4 Rental period

The rental period begins when the Machine is collected from the Supplier's warehouse or when it could have been collected by the Customer according to the Rental Contract. The rental period ends when the Machine is returned to the Supplier's warehouse, at the Customer's expense and risk. The rental period includes the days of collection and return. The rental day ends and starts at 10 a.m.

### 2.5 Use of the Object of Rental

The Customer must take note of the Machine's instructions for safety and use. The Customer may only use the Machine carefully for its intended normal use, complying with the Machine's instructions for safety and use. The Rental Contract applies to normal one-shift use unless otherwise agreed.

By signing the Rental Contract, the Customer acknowledges receipt of the instructions for safety and use of the Machine's manufacturer or importer.

The Machine may not be taken outside Finland's borders without the Supplier's prior written consent.

A non-registered Machine may not be used in the manner referred to in the Finnish Road Traffic Act and Decree on Road Traffic. A forklift may only be operated by a person aged 18 or over, trained in the operation of the forklift.

The Customer is in charge of ensuring compliance with occupational safety and other regulations and the implementation of necessary controls and their costs.

### 2.6 Responsibility for maintaining the Object of Rental

The Customer is obligated to maintain the Machine carefully during the rental period at the Customer's own expense and to keep it in the condition stated in the Rental Contract. The Customer shall be in charge of all of the Machine's repair costs for both work and spare parts, which are attributable to abnormal wear or incorrect use of the Machine during the rental period. The Customer undertakes to maintain the Machine at their expense in accordance with the guidelines and regulations in the Supplier's and manufacturer's warranty, instruction and service manuals.

The Machine may not be handed over for repair to any party other than the Supplier or one authorized by the Supplier. All spare parts must be purchased from the Supplier. Without the Supplier's written consent, the Customer shall have no right to make any alterations to the Machine, paint it or attach any additional equipment or accessories which cannot be removed without damaging the Machine.

By signing the Rental Contract, the customer acknowledges receipt of the manufacturer's or importer's warranty, instruction and service manuals with the necessary guidelines and regulations.

### 2.7 Approval of the Object of Rental

The Customer is obligated to inspect the quality and condition of the Machine upon its receipt. If the Customer has any complaints regarding the quality and condition of

the Machine, they must be immediately communicated to the Supplier by the Customer.

### 2.8 Ownership of the Object of Rental

The Machine is the Supplier's or a finance company's property and the Customer shall have no right of ownership to the Machine based on this Contract. The Customer may not sell, pledge, rent or hand the Machine over to further parties in any way whatsoever without the Supplier's written consent. The Customer must place the Machine so that it retains its character of being a movable property, i.e. the Machine may not be placed or installed so that it becomes a part or an appurtenance of a building or vessel.

For clarity's sake, it is stated that the Rental Contract shall not grant the Customer any right to the Machine after the expiry of the rental period.

### 2.9 Right to inspection, modification and replacement of the Object of Rental

The Supplier shall have the right to inspect the Machine or have it inspected during their rental period in a place and at a time of their choosing, without consulting the Customer, however in such a way that it does not cause any unreasonable inconvenience to the Customer. The Supplier shall have the right to replace the Machine with another similar machine during the rental period by notifying the Customer of this.

The Supplier shall have the right to implement modifications to the Machine as specified by the Machine's manufacturer/plant during the rental period at a time of their choosing without consulting the Customer, however in such a way that it does not cause any unreasonable inconvenience to the Customer. The Customer shall not be liable to pay rent for the period during which the Machine is not available for use by the Customer due to the modifications being implemented.

### 2.10 The remote monitoring system

The Supplier shall have the right to equip the Machine with the Cat® Product Link remote monitoring system which provides a wireless connection between the Machine and the Supplier's information systems. The remote monitoring system provides the Supplier with real-time information on the Machine's location, use, fuel consumption, emissions and servicing needs, among other things. The installation or presence of the remote monitoring system in the Object of Rental shall, however, not discharge the Customer from the responsibility referred to in section 2.6 or other responsibility under the Rental Contract and shall not create any obligations or responsibilities for the Supplier.

## 3. Insolvency of the Customer

3.1 If the Customer files for or is placed in bankruptcy or liquidation or corporate restructuring (voluntary or forced liquidation), the Customer is obligated to inform the receiver, administrator or liquidator without delay of the fact that the Machine is the financier's property. If the estate of the party in bankruptcy wishes to commit to the Rental Contract, the estate must set up a security within the timeframe communicated by the Supplier, the amount of which corresponds to the rent amount for the remaining rental period under the Rental Contract. If no acceptable security is set up, the Supplier shall have the right to terminate the Contract with immediate effect and to take the Machine into its possession. The Customer is obligated to deliver the Machine to the Supplier's place of business at the Customer's expense.

3.2 If the Customer that has been placed in a corporate restructuring procedure terminates the Rental Contract according to the Act on Corporate Restructuring, the Customer is obligated to pay the Supplier, as compensation for early termination of the Contract, the necessary costs arising from returning the control of the Machine and the amount corresponding to six (6) months' rent (or, if the remaining rental period is less than six months, the rent amount corresponding to the remaining rental period under the Rental Contract), which is deemed reasonable compensation for the damage caused to the Supplier.

3.3 If the Customer negotiates a voluntary payment arrangement with their creditors or otherwise turns out to be insolvent, the Supplier shall have the right to either choose to terminate the Contract or require the placement of a security referred to in section 3.1. If the Supplier terminates the Rental Contract, the Customer shall be obligated to deliver the Machine to the Supplier's place of business at the Customer's expense.

3.4 The Customer declares that they have not been placed in corporate restructuring proceedings and that they are not bankrupt at the time of signing the Rental Contract and that no proceedings of corporate restructuring or bankruptcy have been filed, or, to the Customer's best knowledge, are about to be filed.

## 4. Taxes and fees

The Customer shall be in charge of all taxes and fees arising from the use of the Machine during the rental period.

## 5. Insurance

The insurance for the Machine shall be agreed in writing in the Rental Contract. If the matter has not been agreed on in the Rental Contract, the Machine is not insured by the Supplier and taking out insurance shall be the Customer's

responsibility. Machines entered into the vehicle traffic register are, however, always covered by motor liability insurance taken out by the Supplier.

If comprehensive motor cover has been taken out by the Supplier for the Machine according to the Rental Contract, the Customer shall, nevertheless, be liable to pay the insurance's deductible and the value added tax on the repair costs in case of any occurrence of damage or loss. If the Customer is liable to pay value added tax on its operations and the rented machine has been used by the Customer for purposes covered by value added tax, the Customer may deduct the value added tax included in the repair costs in his own taxation.

#### 6. Registration of the Machine

The Machine shall be handed over to the Customer registered if it is a Machine that must be entered into a vehicle or other register. In the registration, the finance company is entered as the owner, the Supplier as the first holder and the Customer as the second holder; or, in case the Supplier owns the Machine, the Supplier is entered as the owner and the Customer as the holder.

#### 7. Damage to or destruction of the Object of Rental

The Customer shall be liable for any damage to, destruction of or loss of the Machine during the rental period. Any occurrence of damage or loss must be immediately reported to the Supplier and the appropriate insurance company.

The Customer shall be liable for having the Machine repaired and shall be responsible for the costs arising from this. The Machine may not, however, be handed over for repair to any party other than the Supplier or a party authorized by the Supplier.

The Customer is obligated to replace a Machine that has been destroyed or lost during the rental period or otherwise left unreturned at its replacement value. The Customer is obligated to compensate the Supplier for damages and costs caused by negligent or incorrect handling and inappropriate servicing of the Machine during the rental period.

Damage or destruction of the Machine does not discharge the Customer from their obligations under the Rental Contract.

If the Machine is damaged beyond repair, destroyed or otherwise lost due to a reason attributable to the Customer, the Customer shall be obligated to pay the rent according to the rental period until the Customer has paid compensation for the Machine to the Supplier.

If the Machine is damaged beyond repair, destroyed or otherwise lost, the Supplier shall be under no obligation to supply a new similar machine to the Customer.

#### 8. Delayed payment and penalty interest

If the payment of the rent or another payment due under this Contract is delayed, the Supplier shall have the right to charge a penalty interest on the amount that has fallen due according to the penalty interest rate specified in the Rental Contract starting from the payment due date. In addition, the Customer shall bear all of the costs incurred by the Supplier when collecting payments according to the Rental Contract or Contract Conditions or seeing to the Supplier's rights according to the Contract Conditions.

#### 9. Termination of the Rental Contract

The Supplier shall have the right to terminate the Rental Contract with immediate effect and to take possession of the Machine if:

- the payment of the rent is delayed by more than fourteen (14) days from the due date;
- the Customer fails to service the Machine according to this contract or uses the Machine for an illegal purpose or in a manner that is counter to its intended use;
- the Customer refuses to allow the Supplier or their representative to inspect the Machine or prevents them from doing it;
- the Customer turns out to be insolvent according to section 3.3. or
- the Customer otherwise essentially breaches the conditions of the Rental Contract and fails to remedy the breach without delay after having received a written request to do so from the Supplier.

If the Supplier terminates the Rental Contract on the grounds specified here, the Customer shall be obligated, in addition to paying the rent amounts that have already fallen due but have not been paid, to compensate the Supplier for the costs of taking back the Machine and other costs incurred by the Supplier associated with the termination of the Contract and, as a contractual penalty, 60% of the total amount of the rent amounts that have not fallen due. The Customer's payments under this section fall due immediately upon request.

#### 10. Force majeure

The Supplier shall have no obligation to fulfill the Contract if a natural obstacle, fire, mechanical breakdown or similar malfunction, strike, lockout, war, mobilization, prohibition on imports or exports, lack of transport, discontinuation of production, traffic disruption or similar obstacle that the Customer is unable to reasonably overcome, hinders or makes unreasonably difficult the delivery of the Machine or

part thereof or causes unreasonable costs to the Supplier. The Supplier shall have the right to refrain from meeting their obligations to the extent and during the time in which the force majeure hinders the meeting of the obligations according to the Contract. The Supplier shall have no obligation to compensate the Customer for damages from failure to fulfill the Contract. In the case of a force majeure, the Supplier shall have the right to terminate the Rental Contract by notifying the Customer.

#### 11. Liability for damages and limitation of the Supplier's liability

The Customer is solely liable for any direct and indirect damages and costs that the Customer or a third party may incur in association with the use, installation or transport of the Machine by the Customer or a third party during the rental period of the Machine, and the Supplier is not liable for them. The Customer is also solely liable for the consequences of using a non-registered Machine.

The Supplier is only liable for direct damages caused to the Customer that are attributable to the breakdown of the Machine under the Supplier's liability or a delay in the delivery of the Machine. The Customer must prove the direct damage incurred and the amount of the damage.

The Supplier's liability for damages is limited at most to the amount corresponding to the rent for the Machine during the rental period, or if the agreed rental period is longer than 6 months, to the amount corresponding to 6 months' rent at most. The above-mentioned shall not, however, limit liability for damage that has been caused intentionally or through what must be considered as gross negligence.

The Supplier is not liable for any indirect damages incurred by the Customer, such as damages paid to others or contractual penalties or damage caused to other property.

The Supplier is not liable for whether the Machine is suitable for the purpose or use intended by the Customer or not.

#### 12. Prices, taxes and charges comparable to taxes

The Supplier's price list in force shall be applied in the rental of the Machines.

If the taxes or charges comparable to taxes affecting the rent amount of the Object of Rental are raised during the rental period, the Supplier shall have the right to raise the rent accordingly by notifying the Customer.

#### 13. Notifications

All notifications to be made to the Customer shall be deemed to have been notified to the Customer when they have been made in writing to the address stated in the Contract or communicated by the Customer later to the Supplier. The Customer must notify the Supplier of a change of address without delay.

#### 14. Transfer of the Rental Contract

The Customer shall have no right to transfer the Rental Contract or to hand over the Machine even partially to a third party without the Supplier's written consent. The Supplier shall have the right to transfer this Contract with its rights and obligations by notifying the Customer in writing of such a transfer.

#### 15. Changes to the Rental Contract

All alterations and additions to the Rental Contract must be made in writing.

#### 16. Applicable law and settlement of disputes

Disputes arising from the Contract shall primarily be settled by negotiations between the Parties. Unless otherwise agreed, disputes shall be settled definitively in the District Court of Helsinki.

The Rental Contract and the interpretation of these Contract Conditions shall be subject to Finnish law, excluding its choice of law provisions.

#### 17. Validity and alteration of Contract Conditions

These Contract Conditions that apply as of 1 September 2012 replace the previous general conditions of rental and shall stay in force until further notice. The Supplier shall have the right to amend these Contract Conditions and the new contract conditions and/or the amendments to these Contract Conditions shall enter into force at the time communicated by the Supplier.