



# THE ASSOCIATION OF FINNISH TECHNICAL TRADERS

## GENERAL TERMS OF MACHINE RENTALS

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### 1. PARTIES TO THE AGREEMENT AND SCOPE OF APPLICATION

These contractual terms shall be applied between a machine leasing company (hereinafter the "Leaser") and a leaseholder (hereinafter the "Leaseholder").

These terms shall not infringe the consumers' rights in accordance with the Act on Consumer Protection.

### 2. PERIOD OF LEASE

The period of the lease shall begin on the day when the equipment is picked up or has been available to be picked up, as agreed, from the Leaser's warehouse or is sent to the Leaseholder. The period of the lease shall end on the day the equipment is returned to the Leaser with all the leased material. The above-mentioned pick-up and return dates are included in the period of lease.

The minimum period of lease is separately defined for each set of equipment.

### 3. OBJECT OF LEASE

The object of the lease comprises the equipment as such and with the material and accessories agreed upon by the Leaser and the Leaseholder, as defined by the Leaser in writing when concluding the leasing agreement. The object of the lease shall not include providing the motive power, the lubricants, the daily service, the form oil or the operating personnel for the machines, if not separately agreed on in writing.

When receiving the equipment, the Leaseholder shall be obliged to check the quantity, the quality, and the condition of the equipment. Should there be a cause for complaint in the equipment, the Leaseholder must, without delay, notify the Leaser about it. A possible leasing compensation shall be calculated from the moment the Leaser receives the notification in question.

### 4. DELIVERY OF EQUIPMENT

The equipment shall be delivered to the Leaseholder in accordance with the agreement in the Leaser's warehouse. If another place of delivery is agreed upon, the Leaseholder shall be responsible for transportation charges, if not separately otherwise agreed upon.

### 5. USE OF LEASED EQUIPMENT

The Leaseholder shall get acquainted with the safety and operating instructions of the device. The Leaseholder shall use the equipment with care only for its normal, intended purpose, operate the devices in accordance with the operating instructions and clean the equipment after use.

Excluding the ordinary service and maintenance measures, the Leaseholder is not allowed to repair or have the leased equipment repaired by a third party without the consent of the Leaser.

The leasing agreement relates to ordinary single-shift operation, unless separately agreed upon otherwise. The Leaseholder is obliged to notify the Leaser about the number of working shifts, if it differs from the normal single-shift operation. Should the equipment be used in two- or three-shift operation, the Leaseholder must pay compensation for such use in accordance with the Leaser's price list.

The Leaseholder is not allowed to take the leased equipment out of the country without separate written consent from the Leaser.

### 6. RETURN OF THE LEASED EQUIPMENT

The Leaseholder shall return the leased equipment to the Leaser immediately at the end of the leasing period in a clean and otherwise same condition as when let by lease. The Leaseholder must return the equipment to the same warehouse from where it was leased, unless otherwise agreed upon in writing.

### 7. LIABILITY OF LEASEHOLDER

The Leaseholder is obliged to compensate for any damage and costs caused to the leased equipment by careless and incorrect handling and defective maintenance during the period of the lease. The Leaseholder is obliged to compensate for the equipment destroyed or lost during the period of lease at its replacement value.

The Leaser shall have the right to separately collect any cleaning and repair costs on the leased equipment from the Leaseholder. The Leaseholder shall be responsible for carrying out site inspections in accordance with industrial safety and other regulations.

### 8. LIABILITY OF LEASER

The Leaser shall be responsible for any repair costs caused by normal wear and tear of the equipment.

The Leaser shall not be responsible for any direct or indirect costs or damage caused by the use or a breakdown of the equipment to the Leaseholder.

### 9. INSURANCE

The leased equipment is not insured by the Leaser. When required, the Leaseholder shall be responsible for effecting proper insurance for the leased equipment.

Should the Leaser carry out the transportation or the delivery of the equipment on the Leaseholder's account, the Leaser shall have the right to take out a transport insurance on the Leaseholder's account.

### 10. BREACH OF AGREEMENT

Should the Leaseholder neglect the payment of overdue rentals or otherwise essentially breach the terms of this contract, the Leaser shall have the right to immediately cancel the agreement and repossess the leased equipment without hearing the Leaseholder. The Leaser shall have the same right, if the activities or the economic conditions of the Leaseholder prove that there are weighty reasons to assume that he will neglect his liability to pay or otherwise essentially fail to fulfil his contractual liabilities. The Leaseholder shall be obliged to compensate for any costs and damage incurred to the Leaser because of the cancellation of the agreement.

### 11. FORCE MAJEURE

The Leaser shall not be obliged to fulfil the agreement, if a natural obstacle, a fire, machine failure or a comparable interference, a strike, lockout, war, mobilization, export or import ban, shortage of means of transportation, termination of manufacture, traffic disturbance or other obstacle which the Leaser cannot overcome, prevents the delivery of the equipment or a part thereof. Also, when fulfilment of the agreement requires unreasonable sacrifices compared with the benefit incurred to the Leaseholder, the Leaser is not obliged to fulfil the agreement. The Leaser shall not be obliged to compensate the Leaseholder for any damage caused because of a failure to fulfil the agreement and he can also cancel the agreement.

**12. ASSIGNMENT OF AGREEMENT**

The Leaseholder shall neither have the right to assign the leasing agreement nor transfer the leased equipment or a part thereof to a third party without written consent from the Leaser.

**13. DISPUTES**

All disputes arising from this leasing agreement shall be settled by the lower court of the Leaser's domicile or, when the Leaser so desires, by the lower court of the Leaseholder's domicile.