

# PEKKANISKA'S TERMS FOR RENTAL OF ACCESS PLATFORMS AND FORKLIFTS

## 01.01.2020

**The customer, hereinafter referred to as the Lessee, and Pekkaniska Oy, hereinafter referred to as the Lessor, have reached the following agreement concerning renting the equipment and machinery owned by the Lessor.**

1. The rental period starts from the day when the rental equipment or machinery will be sent or picked up from the Lessor's warehouse and it will end when the equipment will be returned to the warehouse. Delivery and return days are considered as rental days.
2. In two-shift-work the rent will be increased by 60% and correspondingly in three-shift-work by 100%. The Lessee is obliged to report the number of shifts.
3. Normally the rent will be charged for 5 days in a week. If the equipment will be used on Saturday and/or Sunday or on any mid-week holiday, the Lessee is obliged to pay the rent for these days as well. Possible mid-week holidays of the Lessee do not entitle to compensation for rent.
4. Term of payment is 14 days from the date of the invoice if not otherwise agreed in writing. For overdue payment the Lessee is to pay an annual penal interest, which exceeds the official reference rate by 7 (seven) percentage unit. The Lessee is also to pay the possible collection of costs. The Lessor is entitled to an invoicing fee according to the valid price list.
5. Transportation costs of the rental equipment are at the Lessee's expense if not otherwise agreed in writing. Transportation costs include the transportation of the rental equipment to the loading place of the site, instruction for operation and the return transportation from the same place. Transportation of the equipment from the loading place to the place of work on the site or pick up from the place of work to the loading place will be charged separately according to the driver's working hours. The Lessee is responsible for supplying all the necessary driving power lubricants, watering the batteries, for taking care of daily service of the rental equipment and for providing assisting labour. In case the Lessor will take care of the transportation or shipment of the equipment, the Lessor has the right to take out a transportation insurance on behalf of the Lessee and at his expense. The Lessee is obliged to take care of all the other insurances.
6. The Lessee should handle the rental equipment cautiously and with care and keep it clean. The Lessee is obliged to read the operating manual before using the machine. If the equipment is out of work due to improper or careless handling, faulty service, faulty repair or cleaning, the Lessee is responsible for indemnifying all the damages and costs. The Lessee is obliged to use the rental equipment only for the normal use it has been designed for. The Lessee is not allowed to start repairing the rental equipment without the Lessor's permission. He is allowed to hand over reparation works only to a person or manufacturer's representative approved by the Lessor. In case the rental equipment will be destroyed or lost, the Lessee is to compensate its repurchase. The Lessor answers for repairing costs due to wearing from normal use.
7. If there appears a technical malfunction which prevents the normal use of the equipment, the Lessee must contact the Lessor immediately. In this case the Lessor must repair the fault or replace the equipment with a similar one. This agreement is applied to the replaced equipment as well. The possible compensation for rent will be counted from the moment the Lessee made notice of malfunction to the Lessor.
8. The Lessor is not liable for any direct or indirect costs, damages or injuries from a possible accident during rental period. The Lessor is not liable for any loss or damage caused to the Lessee or to a third party because of delays of interruptions in the work due to breakage of the equipment.
9. The Lessee is responsible for inspections on the site according to safety and other regulations. The Lessee is also responsible for that the person using the equipment has the sufficient working skills required by the work safety legislation.
10. The Lessee is not allowed to transfer the rental agreement to a third party or hand over the rental equipment without a written permission from the Lessor.
11. In case the Lessee breaks the terms of this agreement or neglects rental payments, the Lessor has the right to cancel this agreement immediately and take over the rental equipment without any consultation with the Lessee. Costs of above mentioned action must be paid by the Lessee.
12. Pekkaniska Oy retains the right to price alterations.
13. This agreement has been made in two identical copies, one the each party.
14. Disputes arising from this agreement are to be settled by the Lessor's forum domicile. The Lessor is also entitled to petition for demand of payment in court of the Lessee's domicile.