

Pekkaniska Oy – Rental Terms and Conditions for Truck-Mounted Platforms

These rental terms and conditions shall apply to rentals between Pekkaniska Oy (hereinafter the “Lessor”) and the customer (hereinafter the “Lessee”) where the rented object is a road-registered truck-mounted platform operated by the Lessee without a driver provided by the Lessor. These terms and conditions shall apply to truck-mounted platforms and shall prevail over any terms and conditions of the Lessee.

The object of the rental is a truck-mounted platform owned by the Lessor together with its delivered equipment (hereinafter the “Rental Object”). The Rental Object is a vehicle registered for road traffic use and used as a work tool. The Lessee shall be responsible for the use of the Rental Object both as a vehicle in traffic and as a work tool at the worksite. The Lessee shall not be entitled to transfer, sublease, or otherwise hand over the Rental Object to any third party, nor to take the Rental Object outside Finland without the Lessor’s prior written consent. The Lessee is granted only a right of use to the Rental Object in accordance with the rental agreement.

The Rental Object shall be handed over to the Lessee in working order and in a condition suitable for its normal use. The Lessee shall inspect the Rental Object promptly upon handover. Any defects or damage observed must be reported to the Lessor without delay. If no notice of defects or damage is given promptly after handover, the Rental Object shall be deemed to have been in proper condition at the time of delivery.

The Lessor shall charge the Lessee rent for the duration of the rental period. The rental period begins when the Rental Object is handed over to the Lessee or dispatched to the agreed location. The rental period ends when the Rental Object has been returned to the agreed location in a clean and operational condition, or, if the parties have agreed that the Lessor will collect the Rental Object after the end of the rental period, when the Lessee has notified the Lessor that the Rental Object is ready for collection in a clean and operational condition. The days of collection and return shall be included in the rental period. The Lessee is obliged to ensure proper safekeeping of the Rental Object from the time it arrives until the time it is collected. If the rental object is not returned at the agreed time, rent accrues until the time of return, and the Lessor has the right to collect the rental object at the Lessee’s expense. Cleaning, missing accessories, repairs, and any collection costs are charged according to the actual costs incurred. The Lessee is entitled to take the Rental Object into use from 7:00 a.m. on the first day of the rental period and to use it until 6:00 p.m. on the last day of the rental period.

The rental fee is based on the length of the rental period. A surcharge of 60% is applied for double-shift work and 100% for triple-shift work. Operation shall be deemed double-shift work if the rented equipment is returned after 6:00 p.m. on the last day of the rental period. The rental fee shall be invoiced for five (5) days per week unless the Lessee also uses the Rental Object on Saturdays, Sundays, or other public holidays, in which case the daily rental fee shall also be charged for such days. The Lessee’s possible weekdays off or site interruptions do not entitle the Lessee to a rent rebate. Any transportation costs relating to the Rental Object shall be borne by the Lessee. Any transportation fee charged by the Lessor shall include delivery of the Rental Object to the loading area of the worksite and collection from the same location.

Value-added tax is added to the prices in accordance with the applicable legislation in force at any given time. The payment term is 14 days net unless otherwise agreed. In the event of late payment, the Lessee must pay statutory interest for late payment on the overdue amount in accordance with the Finnish Interest Act, as well as any collection costs incurred. The Lessee shall not be entitled to withhold payment of rent or other charges payable to the Lessor on the basis of any claims, complaints, or counterclaims.

The Lessee shall be responsible for the careful use and storage of the Rental Object in accordance with the manufacturer’s instructions, vehicle legislation, and occupational safety regulations while the Rental Object is at the Lessee’s disposal. The rental object may only be used for its ordinary intended purpose and in ordinary conditions. For the avoidance of doubt, ordinary intended use does not include, for example, use of the rental object in connection with sandblasting, spray painting, shotcreting, plastering, or asbestos work. The Rental Object shall be inspected daily and kept clean. In the event of a malfunction, the Lessee shall immediately cease using the Rental Object and notify the Lessor without delay. The Lessee shall be responsible for the energy and lubricants required by the Rental Object as well as for its daily maintenance and shall not carry out any repairs or modifications without the Lessor’s permission.

The Lessee shall ensure that the Rental Object is operated by a person holding the required driving licence and having sufficient driving skills and fitness to drive. The vehicle shall not be handed over to any third party without the Lessor’s prior consent.

The Lessee shall be responsible for all parking fines, penalties, overload charges, road tolls, congestion charges, and other sanctions imposed by authorities during the rental period. The vehicle shall not be used for towing, competitions, driver training, or otherwise in breach of applicable rules and instructions. The Lessee shall return the Rental Object to the Lessor fully fuelled or fully charged, depending on the power source of the Rental Object. If the Lessee fails to fulfil this obligation, the Lessor shall be entitled to charge the Lessee for the fuel or charging costs incurred and compensation for any other resulting damage.

The Lessee shall be responsible for the safe use of the aerial platform, the qualifications of its users, and the performance of commissioning inspections and daily inspections. The Lessor shall not be responsible for the suitability of the Rental Object for the Lessee’s intended purpose.

The Lessee shall be responsible for all damage to the Rental Object occurring during the rental period, regardless of the cause of the damage or who was operating the Rental Object at the time. The Lessee is obliged to compensate for damage resulting from negligent or improper use, storage, or maintenance of the rental object. In the event of damage, the Lessee shall immediately cease using the Rental Object and notify the Lessor without delay. The Lessor shall be entitled to collect the Rental Object from the site of damage at the Lessee’s expense. In the event that the Rental Object is destroyed or lost, the Lessee shall be charged the replacement value, compensation for lost rental income until a replacement unit is available, and any actual rescue and collection costs incurred. Compensation shall not be based on the current market or fair value of the Rental Object, as the value of the Lessor’s rental equipment is based on its maintenance, safety, and quality standards. For other types of damage, the Lessor shall be entitled to charge repair costs based on actual labour hours and spare parts, compensation for downtime days, and any actual rescue and other related costs.

The Lessor shall not be liable for any indirect or consequential damages suffered by the Lessee or any third party arising from the use or malfunction of the Rental Object during the rental period. In all cases, the Lessor’s liability shall be limited to an amount corresponding to six (6) months’ rent for the specific equipment or EUR 5,000, whichever is lower.

The Rental Object is insured by the Lessor only to the extent of mandatory motor liability insurance. The Lessee shall be responsible for insuring the Rental Object for the entire rental period and for all damage arising from the use or storage of the Rental Object, including damage caused to third parties.

The Rental Object may be equipped with telematics and positioning systems that record data relating to the use, location, and maintenance of the Rental Object. Such data is used for the management of the rental object, its maintenance, safety assurance, and for the development and verification of rental and invoicing processes. The Lessor shall be entitled to collect and process such data and to transfer it to the manufacturer of the Rental Object or service providers for warranty, maintenance, and safety purposes. The data shall not be used for monitoring individual persons.

A rental agreement is concluded when the Lessor and the Lessee have agreed on the rental of the Rental Object, or when the Lessee receives or begins using the rental object. If the Lessee materially breaches the rental agreement, the Lessor shall be entitled to terminate the agreement and to take possession of the rental object at the Lessee’s expense. A material breach shall include, without limitation, the Lessee’s failure to pay a due rental invoice after a reminder from the Lessor. The Lessee shall be liable to compensate the Lessor for any costs and damages incurred as a result of the termination of the agreement.

The Lessor shall not be liable for any delay or damage resulting from force majeure. The agreement shall be governed by the laws of Finland, and any disputes shall be resolved by the District Court of the Lessor’s registered office.