

Pekkaniska Oy's Rental Terms - Aerial Work Platforms and Other Machinery

1. These rental terms apply to rentals of aerial work platforms and other machinery between Pekkaniska Oy (hereinafter the "lessor") and the customer (hereinafter the "lessee"), unless otherwise agreed in writing. The terms apply to all rental agreements regardless of the ordering method. The terms are available at the lessor's customer service points and on its website at www.pekkaniska.com, and the lessor provides the terms to the lessee together with its price list. These terms shall not be applied to rentals of cranes or truck-mounted platforms, to which separate rental terms shall be applied.

2. The object of the rental is the lessor's equipment, together with the accessories and devices delivered with it (hereinafter the "rental object"). The rental object is the property of the lessor. The lessee has no right to transfer, sublet, or otherwise assign the rental object to a third party, nor to take the rental object outside Finland without the lessor's prior written consent. The lessee has only a right of use to the rental object in accordance with the rental agreement.

3. The lessor charges the lessee rent for the rental object for the rental period. The rental period begins when the rental object has been collected or has been made available for collection from the lessor's warehouse, or when it has been dispatched to the lessee. The rental period ends when the rental object has been returned to the agreed location 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. Dispatch and return days are 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. At the end of the rental period, the lessee must return the rental object to the agreed location cleaned, in working order, and with all accessories complete. 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.

4. The rent is based on single-shift work (8 hours per day). A surcharge of 60% is applied for double-shift work and 100% for triple-shift work. The lessee is obliged to inform the lessor of the number of work shifts. Rent is invoiced for five (5) days per week. If the lessee uses the rental object also on Saturdays, Sundays, or other public holidays, the lessee is obliged to pay the daily rent for those days as well. The lessee's possible weekdays off or site interruptions do not entitle the lessee to a rent rebate.

5. 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 rental agreement. 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.

6. The lessee is responsible for ensuring that the rental object is used and stored with due care and in accordance with the manufacturer's instructions and occupational safety regulations throughout the entire period during which 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 lessee is obliged to inspect the rental object on each day of use and to keep the rental object clean. The lessee is responsible during the rental period for the energy, lubricants, and daily maintenance required for the use of the rental object. The lessee is aware that electrically powered aerial work platforms may be stored outdoors in freezing conditions only if their battery is fully charged. The lessee must promptly notify the lessor of any deficiencies, damage, or other defects in the rental object. If a defect or operational disturbance occurs in the rental object, the lessee must also immediately cease using the rental object. The lessee may not repair or modify the rental object without the lessor's permission. The lessor will repair the defect or, where possible, provide a replacement rental object if the defect falls under the lessor's responsibility.

7. The lessee is responsible for any transport costs related to the rental object, and any transport fee charged by the lessor includes delivery of the rental object to the site's loading area and collection from the same location.

8. The lessee is liable for all damage to the rental object occurring during the rental period, regardless of who used the rental object. The lessee is obliged to compensate for damage resulting from negligent or improper use, storage, or maintenance of the rental object. In case of a destroyed or lost rental object, the lessor has the right to charge the replacement acquisition value or manufacturing cost of the rental object, depending on whether the rental object was purchased or self-manufactured, compensation for lost rent until the replacement device is available, as well as actual salvage and other costs. The compensation is not based on the current market or fair value of the rental object, because the value of the lessor's rental objects is based on maintenance, safety, and quality levels. In case of a rental object damaged in other ways, the lessor has the right to charge repair costs according to the actual working hours and spare parts costs, compensation for downtime days, and actual salvage and other costs.

9. The lessor is not liable for indirect or consequential damage caused to the customer or a third party during the rental period arising from the use or breakdown of the rental object. In all cases, the lessor's liability is limited to the lower of an amount corresponding to six (6) months' rent per device or EUR 5,000.

10. The lessee is responsible for compliance with occupational safety regulations and the performance of required site inspections. The lessee must ensure that the user of the rental object has sufficient training and competence and that a commissioning inspection of the rental object is carried out before work begins. The lessor is not liable for use of the rental object contrary to applicable regulations. The lessor does not warrant that the rental object is suitable for the purpose intended by the lessee.

11. The rental object is not insured by the lessor. The lessee is responsible for insuring the rental object for the rental period and for all direct and indirect damage caused during its use and storage, including damage caused to third parties.

12. A rental agreement is concluded, irrespective of the ordering method, when the lessor and the lessee have agreed on the rental and/or delivery of the rental object. The rental agreement is binding regardless of whether it has been accepted electronically, by order confirmation, or by commencing use of the equipment. The rental agreement always binds the legal entity on whose behalf the rental object has been ordered, that has received it, or that has taken it into use. By commencing use of the equipment or accepting its delivery, the customer confirms acceptance of these rental terms. These terms take precedence over any terms and conditions that the lessee may seek to apply.

13. If the lessee fails to pay due rent or otherwise materially breaches the terms of the agreement, the lessor has the right to terminate the agreement with immediate effect and to take possession of the rental object without hearing the lessee. The lessor has the same right if the lessee's operations or financial condition prove to be such that there are substantial reasons to believe that the lessee will neglect its payment obligations or otherwise materially fail to fulfil its contractual obligations. The lessee is obliged to compensate the lessor for the costs and damage arising from the termination of the agreement. The lessee has no right to withhold payment of rent even if it considers that it has a claim against the lessor.

14. The rental object may be equipped with a telematics and positioning system that records data related to the use, location, and maintenance of the rental object. This data may be used for management and maintenance of the rental object, ensuring safety, and for the development of the rental and invoicing process and to ensure their accuracy. The lessor has the right to collect and process such data and to transfer it to the manufacturer of the rental object or a service provider for warranty, maintenance, and safety purposes. The aforementioned data cannot be used to monitor individual persons.

15. The lessor is not liable for delays or damage caused by force majeure, such as war, strikes, natural disasters, pandemics, power outages, official orders, or other reasons beyond the lessor's control. The lessor must inform the lessee of such impediments without delay.

16. This agreement is governed by Finnish law. Any disputes shall primarily be resolved through negotiation and, if negotiations do not lead to an amicable resolution, in the district court of the lessor's domicile, unless otherwise agreed in writing.