

GENERAL TERMS AND CONDITIONS OF RENTAL

1. APPLICATION OF THESE GENERAL TERMS

These General Terms and Conditions of Rental ("Terms") shall apply to all quotations and tenders by MOVAX Oy ("Lessor") and all rental of equipment or services ("Rental Agreement") between Lessor and Lessee, unless the parties have expressly agreed otherwise in writing. No addition to, or other modification of these Terms (including any attempted modification by Lessee through Lessee's order or other document) shall be binding on the Lessor unless it is agreed in writing and executed by a duly authorized officer of both the Lessor and the Lessee. It is understood that these Terms have been accepted by the Lessee at the time renting the products or services and these Terms shall prevail over Lessee's general terms and conditions.

2. RENTAL GOODS

2.1. The rental of the products ("Rental Goods") includes only the equipment, components, parts and commodities expressly specified in the Rental Agreement or Quotation/Rental Acknowledgment (Rental Confirmation).

2.2. The rental includes the Lessor's standard operating, maintenance and installation instructions in English. The Lessor shall not be obliged to provide manufacturing or other drawings for the Rental Goods or spare parts.

2.3. Design, work at site, planning, materials, installation, supervision of installation, training services, start-up assistance or other services are not included in the Rental Agreement unless otherwise agreed in writing.

3. DOCUMENTATION

All drawings and technical documents relating to the Rental Goods submitted by one party to the other shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than for installation, commissioning, operation or maintenance of the Rental Goods. They may not otherwise be used or copied, transmitted or disclosed to any third party.

4. PACKING

The Rental Goods shall be packed in accordance with the Seller's standard packing procedures as required for transportation under normal transport conditions.

5. PRICE

5.1. In addition to the prices agreed in the Rental Agreement or Quotation/Rental Acknowledgement, the Lessee shall be responsible and pay for additional charges and costs as set forth in these Terms.

5.2. Prices do not include any stamp duty, turnover or value-added tax, bank charges or any other taxes, duties or charges payable in the country into which the Rental Goods is to be imported, which shall all be paid by the Lessee.

6. TERMS OF PAYMENT

6.1. Term of payment is advance payment unless otherwise agreed in the Rental Agreement or Quotation/Rental Acknowledgement.

6.2. If the Lessee is delayed in making any payment, the Lessor may postpone the fulfilment of his obligations until such payment is made.

6.3. The Lessor shall be entitled to charge interest from the Lessee if the payment to the Lessor is delayed. The rate of the interest is as defined in the Finnish Interest Rate Act and announced by the Bank of Finland. The interest shall be counted from the due date until the actual date of the payment.

6.4. If the Lessee has not paid the amount due within two (2) weeks from the due date the Seller shall be entitled to terminate the Rental Agreement by notice in writing to Lessee and to claim compensation for the loss and damage incurred.

6.5. All bank expenses and costs due to payment shall be borne by Lessee and these expenses and costs can not be deducted from the rental price.

7. SPECIFICATIONS AND SAFETY OF THE RENTAL GOODS

7.1. The Rental Goods supplied shall be in accordance with the Lessor's specifications and requirements. The Lessor shall reserve the right to change information in brochures, catalogues, price lists and other documents at any

time. The Rental Goods shall fulfil the mandatory laws and regulations concerning the safety of the Rental Goods in the Lessor's country prevailing over any laws and regulations of the country where the Rental Goods will be situated after the delivery. Unless otherwise agreed in writing, it shall be the sole responsibility of the Lessee to ensure that the Rental Goods rented can legally be applied in the Lessee's country and used for their intended purposes. The Lessee shall obtain, at its own expenses, any permission, consents and licenses that may be necessary to enable the Lessee to utilize the Rental Goods.

8. HANDING OVER OF THE RENTAL GOODS

8.1. The delivery term shall be construed in accordance with INCOTERMS 2010. If no delivery term is agreed, the delivery term shall be FCA Hämeenlinna, Finland (INCOTERMS 2010).

8.2. The equipment is handed over to the Lessee at the Lessee's premises. The Lessee is responsible for the transportation including packing for transportation as specified in the Rental Agreement.

8.3. The risk of loss of or damage to the Rental Goods shall pass from Lessor to Lessee in accordance with the agreed delivery term. If no delivery term is set forth in the Rental Agreement or Quotation/Rental Acknowledgement, the risk of loss shall pass to Buyer FCA Hämeenlinna.

8.4. The Lessee is responsible for providing appropriate insurance coverage for the Rental goods for the duration of the Rental Period.

9. RENTAL PERIOD

9.1. The Rental Period shall commence on the date on which the Rental Goods are dispatched to the Lessor as agreed. The Rental Period shall end on the date on which the Rental Goods are returned in full to the Lessee. The above-mentioned collection and return days shall be included in the Rental Period.

9.2. The Rental Period shall be defined in the Rental Agreement.

10. ASSEMBLY AND DISASSEMBLY OF THE RENTAL GOODS

10.1. The Lessee shall be responsible for the assembly and disassembly of the Rental Goods, unless otherwise agreed in writing between the parties. The assembly and disassembly work and their supervision must be carried out by qualified personnel. The Lessor shall not be responsible for the safety of any structures assembled using the Rental Goods by the Lessee or a third party commissioned by the Lessee.

11. TRANSFER OF PROPERTY

11.1. Notwithstanding Clause 8.1, the Rental Goods shall remain the Lessor's property throughout the entire Rental Agreement.

11.2. The Lessor shall also retain title to any documentation.

12. USE OF THE RENTAL GOODS

The Lessee must:

- Study and comply with the safety and operating instructions regarding the Rental Goods as provided by the Lessor.
- Use the Rental Goods with care and only for the normal purpose and in the conditions intended.
- See to the performance of site inspections in accordance with safety and other regulations.
- Take care of and service the Rental Goods appropriately in accordance with Maintenance instructions provided by the Lessor. The maintenance of the Rental Goods shall be performed by a qualified person and written records of the maintenance shall be kept. The Lessee may not repair the Rental Goods or allow the Rental Goods to be repaired by a third party nor make any alterations to the Rental Goods without the prior written consent of the Lessor.
- Clean the Rental Goods after use.

The above duties of the Lessee shall remain valid throughout the Rental Period, including during assembly and disassembly and regardless of whether the Lessor's services are used.



13. RETURN OF THE RENTAL GOODS

13.1. The Lessee shall return the Rental Goods to the Lessor immediately at the end of the rental period, cleaned and in all other respects in the same condition as when handed over to the Lessee. The Lessee is responsible for the cost of the return transportation.

13.2 Any options to purchase the Rental Goods shall be agreed upon separately in the Rental Agreement. A separate Contract of Sale shall always be made in case a purchase option is exercised.

14. FORCE MAJEURE

14.1 Either party shall be entitled to suspend performance of its obligations under the Rental Agreement to the extent that such performance is impeded by circumstances beyond the control of the party, including but not limited to war (whether declared or not), revolution, national strikes, failure of supplies of power, fuel, transport, equipment or other goods or services, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil commotion, riots as well as delays of deliveries by the subcontractors (when caused by Force Majeure as herein defined). Should Force Majeure last over three (3) months, the parties shall be entitled to terminate the contract by written notice and without any compensation to other party.

15. LESSEE'S LIABILITIES

15.1 The Lessee shall indemnify any damage and costs caused by negligent and incorrect use or deficient maintenance of the equipment during the rental period. The Lessee shall indemnify any Rental goods destroyed or lost during the rental period at its replacement cost.

15.2 The Lessor is entitled to charge any cleaning, maintenance or repair costs of the Rental Goods separately to the Lessee.

16. LESSOR'S LIABILITIES

16.1 The Lessor bears any repair costs incurred due to normal wear of the equipment as long as the Rental goods has been operated and maintained in accordance with Lessee's instructions at all times.

17. LIMITATION OF LIABILITY FOR DEFECTS

17.1 The Lessor's total liability under the Rental Agreement shall be limited to the amount of the actual direct damages incurred to Lessee and limited in any case up to maximum of ten (10) % of the rental price paid by Lessee to Lessor for the portion of Rental Goods giving rise to the claim for damages. This compensation shall be the sole and exclusive remedy of the Lessee and any other remedies or compensations shall be excluded.

18. CONSEQUENTIAL LOSSES

18.1 The Lessor shall not under any circumstances be liable for any incidental, indirect or consequential damages, including but not limited to loss of production, loss of profit, loss of use, damages to property or other products or loss of contracts.

19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

19.1. These Terms and the Rental Agreement shall be governed by and construed in accordance with the substantive law of Lessor's Country excluding choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Contract.

19.2. All disputes or claims arising out of or relating to the Contract or the Products shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be Tampere, Finland.

19.3. Notwithstanding the above, the Seller shall be entitled to take action for collecting its receivables from Lessee in the Court of the Lessor's domicile.

20. LANGUAGE

20.1 All documents and correspondence between Lessor and Lessee shall be in English.