

# GENERAL TERMS AND CONDITIONS FOR TRAILER RENT

## 1. General provisions

- 1.1. On the basis of this Rent Agreement ("Agreement") the Lessor shall rent for temporary use to the Lessee, for a fee, a trailer ("Rental Property"), taking into account the intended purpose of the Rental Property, the object of Rent and technical requirements set by the manufacturer and the Lessor.
- 1.2. General terms and conditions of this Agreement shall be part of special terms and conditions of the Agreement and form an integral part of the Agreement.
- 1.3. The Lessee confirms that he/she has studied the terms and conditions of the Agreement before signing it and understands and accepts them.
- 1.4. The Lessee confirms that all information that the Lessee has submitted to the Lessor is correct and valid.
- 1.5. The Lessee has no right to sub-rent the Rental Property.

## 2. The right of use of the Rental Property and its implementation

- 2.1. The Lessee has the right to use the Rental Property during the period in the special terms and conditions of the Agreement according to its intended purpose, taking into consideration the terms and conditions and limitations set in the Agreement.
- 2.2. The Lessee shall monitor the technical maintenance of the Rental Property during the rent period. Costs related to such maintenance arising from the normal exploitation of the Rental Property shall be borne by the Lessor.
- 2.3. The Lessor shall not be liable for costs that may arise for the Lessee in connection with disruption of the trip as a result of the breakage and/or technical failure of the Rental Property.
- 2.4. The Lessee shall ensure that fines imposed for violation of traffic laws and penalty fees for violation of parking regulations are paid by the due payment date and that the Lessor is notified about the fine or penalty fees and the payment thereof. The Lessor is entitled to claim from the Lessee the fine or penalty fee that the Lessee has not paid plus a collection fee.
- 2.5. If the Rental Property is in a traffic accident, theft, stealing of a vehicle, vandalism, robbery and theft or robbery of Rental Property the police and the Lessor must be notified without delay and the incident must be registered and a written explanation must be submitted to the Lessor within 24 hours of the incident.
- 2.6. In case of theft or stealing of a vehicle of the Rental Property and upon the termination of this Rent Agreement the Lessee is obliged to return to the Lessor the documents on the Rental Property.
- 2.7. The Lessee is prohibited:
  - 2.7.1. to carry out personally or to enable third parties to carry out on its own initiative rebuilding of devices of Rental Property or installations and replacements of parts, perform maintenance;
  - 2.7.2. to use the Rental Property outside the Republic of Estonia, except with the written consent of the Lessor;
  - 2.7.3. to carry with the Rental Property a load that is heavier than the registered mass indicated in the technical passport.
- 2.8. In using and preserving the Rental Property, the Lessee is obliged to comply with all the requirements set out in the law and traffic safety.

## 3. Transfer of the Rental Property to the Lessee, return to the Lessor and Rent

- 3.1. The Rental Property is transferred to the Lessee at the time agreed between the Parties at the location of the Lessor.
- 3.2. When the Rental Property is transferred to the Lessee, the Lessee shall be obliged to review the Rental Property. The Parties shall enter into the Agreement all defects or deficiencies at the Rental Property identified at the time of the transfer of the Rental Property. If the Lessee has made no remarks in the Agreement about the technical condition of the Rental Property, it is deemed to comply with the terms and conditions of the Agreement. With the transfer of the Rental Property, the Lessee shall assume the liability of the possessor of greater source of danger.
- 3.3. The Lessee is obliged to return the Rental Property to the Lessor at the time and place agreed between the Parties.
  - 3.3.1. If the Lessee delays in returning the Rental Property, the Lessee shall make every effort to inform the Lessor thereof in advance. If the Lessee exceeds the due date for the return of the Rental Property agreed in the Agreement, the Lessee shall upon the return of the Rental Property pay the Lessor Rent at a rate established in the price list published by the Lessor for every started hour delayed with the return of the Rental Property (Late Fee).
  - 3.3.2. If the Rent (incl Late Fee) is not paid by due date, the Lessee shall pay interest at a rate of 0.2% on the outstanding amount for each day of delay since the date of occurrence of the arrear. Calculation of interest stops on the day when the debt has been completely paid up.
  - 3.3.3. If the Lessee does not return the Rental Property at the time provided in the Agreement and the Lessee has not notified the Lessor of limiting circumstances, the Lessor shall have the right to file a statement under § 215 of the Penal Code to the law enforcement authorities of the Republic of Estonia which provides for liability for arbitrary use of the Rental Property.
- 3.4. The Lessee is obliged to return the Rental Property to the Lessor in the same condition as it was when the Lessor delivered the Rental Property to the Lessee, in good working order and complete. If the Rental Property returned by the Lessee is not in working order and complete, the Lessee shall bear all related damages.
- 3.5. The Rental Property returned by the Lessee must be clean. If the returned Rental Property is dirty, the Lessee shall pay the Lessor a service fee for cleaning the Rental Property at the rate established in the price list published by the Lessor.
- 3.6. The Lessee is responsible for defects identified at the Rental Property and damages caused at a time when the Lessee used the Rental Property. In determining the time of occurrence of a defect, the provisions of clauses 3.2. and 3.4. of the Agreement shall apply.
- 3.7. A defect which is identified upon the return of the Rental Property, but has not been registered in the procedure provided in clause 3.2. of the Agreement, is assumed to have occurred at a time when the Lessee was using the Rental Property. The Lessee can prove otherwise, if such an assumption would be contrary to the nature of the defect.

#### **4. Liability of the Parties**

4.1. Parties shall be liable for the non-performance of their obligations. The provisions in this Agreement shall not exclude nor limit the liability of the Parties in other cases arising from the Agreement or by law.

4.2. The Lessee shall be responsible for the preservation of the Rental Property, damages caused to the Rental Property by the Lessee or third persons and the damages caused to the Rental Property to third persons during the period when the Lessee uses the Rental Property. The Lessor has the right to compensate such loss to third parties and to make a corresponding claim against the Lessee.

4.3. The Lessor has concluded a compulsory traffic insurance contract for the Rental Property and all insurance-related costs (insurance premiums) are included in the Rental Fee and if insurance premiums increase during the validity of the agreement, the Lessor has the right to claim additional payments from the Lessee in proportion to the rent period.

4.4. If the Rental Property is destroyed, lost or damaged in a way which is not considered to be an insured event according to the insurance contract, and therefore is not subject to an indemnity from the insurer, the Lessee shall be liable to the Lessor. The Lessee shall compensate damages caused to the Lessor no later than 10 days after the reception of a corresponding notice from the insurer, including arrears, contractual penalty, etc.

4.5. In case of an insured event, the Lessee shall compensate to the Lessor the amounts that are not covered from the insurance indemnity by the insurer.

4.6. Damage is defined in this Agreement as tangible as well as intangible damage (including value of lost or destroyed property, decrease in value caused by the deterioration of the property, costs incurred or to be incurred in the future in relation with causing the damage, etc.) for all one's personal property. If the Rental Property is held by authorities investigating a misdemeanour or criminal offence, the Lessee shall pay contractual rent and shall be responsible also for the continued performance of other obligations provided in the Agreement until the Lessor has taken possession of the Rental Property.

#### **5. Communication of notices**

5.1. All notices submitted by the Parties that have legal significance (applications, proposals, requests, etc.) must be submitted in a written form. Such written notices shall be deemed received when they are handed over to the post office for delivery to the address provided in the Agreement and 3 days have passed since the notice was handed over to the post office.

5.2. Notices that do not have legal significance and are made for informative purposes may be submitted verbally.

#### **6. Entry into force, duration, amendment, termination of the Agreement and settlement of disputes**

6.1. The Agreement shall enter into force at the time when the Lessee pays the Rental Fee and shall remain in force until all the obligations set out in the Agreement, except in cases provided in the Agreement and in the law.

6.2. The Lessor has the right to terminate the Contract unilaterally before due date and require immediate return of the Rental Property if it appears that the Lessee has provided false information to the Lessor upon concluding the Agreement, misled the Lessor in any other way, does not or is unable to perform the terms and conditions of the Agreement, damages the Rental Property or endangers his/her safety or safety of other persons.

6.3. The Lessee can return the Rental Property before due date, without offsetting.

6.4. The Lessor has the right to unilaterally amend the terms and conditions of the Agreement and the price list.

6.5. In case the object of contract does not comply to the terms and conditions of the Agreement, the Lessee may rely on remedies provided by law.

6.6. Disagreements between the Parties shall be settled by negotiations or, in case of their failure, in the court of the Lessor's domicile.