

LIABILITY FOR RENTED OBJECT AND 'RAMITURVA' CLAUSE

1. Customer's liability for the rented object

- a. The liabilities of the Customer and the Supplier are based on the agreement between the parties and the Technical Traders' General Terms and Conditions for Machine Rental and Related Services 2016, including the Ramirent Addendum.

2. Customer's reduced liability (RamiTurva)

- a. By paying an additional charge, the Customer may reduce their liability under section 1 as provided in this section 2. The amount of the additional charge and the level of the reduced liability (deductible) are defined in the RamiTurva price list found in the Ramirent rental system. The additional charge is subject to VAT. If the Customer has not paid the additional charge including VAT, the liability for damage is always in accordance with the rental agreement (full liability). The reduced liability is referred to as "RamiTurva" in the price list and in these terms and conditions.
- b. RamiTurva is only valid in Finland. If the rental object has been transported outside Finland, the Customer is fully liable.
- c. The amount charged for RamiTurva will not be refunded to the Customer, regardless of whether damage has occurred or not. The extension of the rental period will also result in an additional charge for RamiTurva, if included in the charge for the preceding rental period.
- d. Ramirent may specify that RamiTurva is mandatory for a particular rental object. In this case, the rental object is only available for rent on condition that the Customer also purchases RamiTurva. Ramirent may also exclude RamiTurva for certain rental objects. In addition, Ramirent has the right not to issue RamiTurva.
- e. When the Customer has chosen RamiTurva and accepted to be charged for it, the Customer's liability is limited to the amount of the RamiTurva deductible, contrary to the agreement between the parties, in the event of theft or malicious damage to, or sudden and unforeseen destruction of the rental object during the rental period, as further defined in these terms and conditions.

For other damage for which the Customer is liable under these terms and conditions, the Customer is fully liable.

- f. RamiTurva is always secondary to the other insurance coverage and rights of the Customer extending/applying to the rental object.

The customer is obliged to recover compensations from the insurer and to reimburse Ramirent for all insurance claims for the rental object under the insurance conditions.

Likewise, the Customer is under an active obligation to contribute in every way possible to enable Ramirent to effectively claim compensation from third parties.

- g. Regardless of what is specified in section e), RamiTurva will NEVER cover/compensate the following types of damage, for which the Customer is always fully liable, even if the Customer has chosen RamiTurva:
- i. damage caused by the Customer or an employee of the Customer or a similar party through intent or gross negligence;
 - ii. damage caused by the Customer or an employee of the Customer or a similar party while using or moving the rental object in clear violation of installation, operating or regulatory instructions, under the influence of alcohol or intoxicating substances or performance-altering medication, or in the course of criminal activity; and
 - iii. damage caused by
 - a. blasting and excavation work,
 - b. the use and handling of highly corrosive, fouling or abrasive substances and materials, or
 - c. highly fouling or abrasive work such as sandblasting, plastering or painting.
 - iv. damage to the rental object caused by
 - a. a traffic accident/its use in traffic
 - b. war, terrorism, nuclear disaster or any other comparable cause
 - c. flooding or changes in water level, storms (winds over 25 m/s) or movement of ice
 - v. the rental equipment has been lost or forsaken,
 - vi. the loss of rental equipment which is only detected at the time of a return inspection or periodic inventory
 - vii. the rental equipment has been stolen or damaged (vandalism) and not notified immediately to Ramirent and the Customer has not reported the incident to the police immediately thereafter
 - viii. RamiTurva does not cover any costs other than the damage caused to the equipment itself. RamiTurva does not cover transport and replacement costs, clearing or salvage costs and other similar costs arising from the damage. Any tasks/measures imposed directly by the authorities, as well as the costs arising therefrom, shall also be borne directly by the Customer.
- h. Stealing refers to theft from locked premises or unauthorised use or theft of locked equipment when the theft is detected immediately and can be verified as to time and place and the Customer has reported the theft to the police.

The Customer must store the rental equipment with care and otherwise handle it in accordance with the operating instructions and exercise normal care in preserving it, as is always the case when managing an object owned by another.

- i. The validity of RamiTurva is subject to the return of the rental object to the Ramirent branch from which it was rented or to another branch approved by this branch. Ramirent may, at its discretion, approve the use of RamiTurva in such a way that the rental object remains and is repaired at the Customer's premises.
- j. Ramirent will charge the RamiTurva deductible or less for the damage upon return of the rental object and at the latest after Ramirent has discovered the damage and estimated the cost of repair.
- k. Any repairs and modifications of the rental object will be carried out by Ramirent.
- l. RamiTurva does not cover any personal injury, or damage to third parties or property other than the rental object itself.