

## GENERAL TERMS AND CONDITIONS FOR EQUIPMENT RENTAL

Effective as of 30.05.2025

### 1. DEFINITIONS

- 1.1. Lessor – AEMA OY;
- 1.2. Lessee – a person with whom the Lessor has entered into an Agreement;
- 1.3. Rental Period – the time period from when the Equipment is handed over by the Lessor to the Lessee until the proper return of the Equipment to the same rental point by the Lessee;
- 1.4. Rental Day – the length of the Rental Period in calendar days;
- 1.5. Party – the Lessor or the Lessee;
- 1.6. Agreement – the equipment rental agreement concluded between the Parties, which specifies the Equipment to be rented, the rental fee, and other special conditions;
- 1.7. Equipment – the tool, device, or other property (including accessories) rented under the Agreement, the list of which is specified in the Agreement;
- 1.8. General Terms and Conditions – the general terms and conditions for equipment rental by the Lessor, contained in this document and applicable to all equipment rental agreements entered into by the Lessor to the extent that the Parties have not agreed otherwise in a document reflecting the rental relationship, such as the Agreement or Client Agreement. These terms form an inseparable part of the Agreement;
- 1.9. Site – the address where the rented Equipment is used;
- 1.10. AEMA Risk Coverage – the rules set forth in Annex 1 to the General Terms and Conditions which reduce the Lessee's liability for preservation and damage of the Equipment as specified in clause 9 of the General Terms. AEMA Risk Coverage applies if indicated in the Agreement and the Lessee has paid the additional fee. AEMA Risk Coverage is mandatory for both private and legal persons.

### 2. LESSEE'S CONFIRMATIONS

- 2.1. By entering into the Agreement, the Lessee confirms to the Lessor the following:
  - 2.1.1. The Lessee and the person acting on their behalf have all necessary rights to conclude the Agreement concerning the Equipment and are unaware of any circumstances that would prevent the proper performance of all obligations under the Agreement;
  - 2.1.2. The Lessee has been sufficiently informed and instructed by the Lessor regarding the properties of the Equipment, rental price, technical condition, usage instructions and rules including safety requirements, and has received satisfactory answers to all questions concerning the Equipment;
  - 2.1.3. The Lessee possesses all the necessary and required skills.

### 3. CONCLUSION AND DURATION OF THE AGREEMENT

- 3.1. The Agreement is considered concluded upon signing. If not signed, it is considered concluded upon the start of the Rental Period, provided the Lessor has handed over the Equipment as agreed;
- 3.2. The rental relationship starts with the beginning of the Rental Period. For private persons, the maximum duration is 30 days unless otherwise agreed;
- 3.3. The first Rental Day is the day the Equipment is handed over. The last day is the day it is properly returned. If returned before 10:00 a.m., the previous calendar day is considered the last day.

### 4. DELIVERY AND RETURN OF EQUIPMENT

- 4.1. The Equipment is handed over upon signing the Agreement or another written record. It must be returned to the same rental point no later than 10:00 a.m. the day after the Agreement ends. Delivery and return are only possible during the Lessor's regular opening hours as listed on [www.AEMA.ee](http://www.AEMA.ee). Ordering transport does not terminate the Agreement.
- 4.2. Upon receipt, the Lessee must check quantity, quality, and condition and notify the Lessor in writing or by email within 3 days of any issues. After 3 days, the Equipment is deemed to conform to the Agreement, except for hidden defects.
- 4.3. The Equipment must be returned in the same condition as received, accounting for normal wear and tear. Fuel tanks (for combustion engines) must be full. Equipment must be clean and, for items like scaffolding or formwork, packed according to instructions. Otherwise, cleaning/packing fees may apply. A complete list of returned items must be provided.

4.4. Returns are documented in the Agreement or a separate return record signed by both Parties. Discrepancies are recorded in a report by the Lessor. If returned in parts, a final report may be issued upon Lessee's request.

4.5. If the Equipment is unusable or significantly devalued due to the Lessee's fault, the Lessor may refuse the return and demand compensation equal to the new purchase price or accept the return and charge repair costs.

4.6. The Equipment is considered lost if not returned within 10 days after the end of the Rental Period.

4.7. If the Equipment is not returned on time, the Lessor may take self-help measures to reclaim possession.

4.8. If the Lessee fails to return the Equipment within 3 days after the Agreement ends, the Lessor may dismantle, clean, and transport it back at the Lessee's full expense.

## 5. RENTAL FEE AND SECURITY DEPOSIT

5.1. The rental fee is based on the rate valid at the time of handover, visible in the Lessor's client system and website. Rates can change, but not retroactively. The Lessor may require prepayment. Unless stated otherwise, VAT is added. The rental fee covers only use, not services in clause 6.1 or fuel/lubricants. These are billed separately according to the valid price list.

5.2. For equipment with hour meters, the Lessor may verify usage via GPS or similar. Daily fee includes up to 8 engine hours. Additional hours are billed hourly. Usage outside agreed rental days (5P, 6P, 7P) is billed extra.

5.3. The rental fee is payable based on an invoice (including prepayment invoice). Legal entities are invoiced twice per month. The due date is 14 days unless otherwise stated. Private individuals are invoiced upon return or contract end. Not receiving an invoice doesn't exempt payment. The Lessee must report missing invoices within 10 days. Receipt is confirmed via service provider logs.

5.4. Payments must be made per the Agreement. Private persons must pay upon return unless otherwise agreed. Payments are considered made when received in the Lessor's account or paid in cash.

5.5. The Lessor may require a security deposit before or during the Rental Period. The deposit must not exceed the new purchase value of the Equipment.

5.6. The Lessor is not obliged to hold the deposit in a separate account or pay interest.

5.7. The Lessee may request the deposit back within two weeks of return, provided the deposit was a condition for rental.

5.8. The Lessor may offset the deposit/prepayment against any claims related to the current or other rentals.

5.9. Late payments incur a penalty of 0.5% per day plus all related collection and legal costs.

5.10. The Lessor may unilaterally raise rental rates in accordance with the annual consumer price index change.

## 6. SALE OF SERVICES AND GOODS

6.1. By mutual agreement, the Lessor may provide additional services for a fee, including design, installation, dismantling, supervision, calibration, transport, cleaning, loading/unloading, operator service.

6.2. By mutual agreement, the Lessor may sell Equipment or accessories (e.g. scaffolding film, grinding discs, vacuum bags). Ownership remains with the Lessor until full payment (retention of title).

## 7. OBLIGATIONS OF THE PARTIES

7.1. The Lessee must:

7.1.1. Use the Equipment properly and only as intended;

7.1.2. Follow all instructions and regulations provided by the Lessor and ensure employees are instructed and supervised;

7.1.3. Follow all safety rules, ensure protective gear is used, and the Site complies with safety regulations;

7.1.4. Not alter, modify, or repair the Equipment without written consent from the Lessor;

7.1.5. Immediately report any damage, malfunction, oil leakage, destruction, or loss, and take steps to prevent further damage at their own expense;

7.1.6. Not transfer the Equipment to third parties without written consent. Lessee's staff are not considered third parties;

7.1.7. Maintain the Equipment at their own cost, including cleaning and minor repairs;  
7.1.8. Inform the Lessor of any change in the Site address. Export outside Estonia is prohibited without written consent;  
7.1.9. Pay the agreed rental and service fees on time;  
7.1.10. Return the Equipment at the end of the Rental Period under the agreed terms;  
7.1.11. Organize transport and perform other duties in clause 6.1 per clauses 9.7 and 9.8, unless otherwise agreed in writing.

7.2. The Lessor must:

7.2.1. Deliver the Equipment and ensure it meets the terms of the Agreement;  
7.2.2. to carry out repairs to the Equipment not covered under Clause 7.1.7 of the General Terms and Conditions. If the need for repairs arises due to improper use of the Equipment by the Lessee, the Lessor has the right to claim compensation from the Lessee for all costs related to the repair. If an expert examination is required to determine the need for repairs and it is established that the Lessee is responsible for the damage to the Equipment, the Lessor has the right to claim compensation from the Lessee for the cost of the expert examination as well.

## 8. PROCESSING OF PERSONAL DATA

8.1. The Lessor processes personal data in accordance with the Lessor's "Privacy Principles for Customers", available at [www.AEMA.ee/privacy](http://www.AEMA.ee/privacy), and under the terms specified therein.

8.2. In fulfilling the Agreement and processing personal data exchanged between them, the Parties:

8.2.1. are subject to the requirements established in the General Data Protection Regulation (EU) 2016/679 (hereinafter – the Regulation), the Personal Data Protection Act, and other legislation governing the processing of personal data;  
8.2.2. cooperate and provide mutual assistance as much as possible to enable the other Party to fulfill obligations arising from legislation regulating the processing of personal data;  
8.2.3. ensure the rights of the data subject as defined in the Regulation, including but not limited to responding to data subject's inquiries, requests, or complaints;  
8.2.4. notify each other in writing in the event of a data breach involving personal data transmitted by the other Party, indicating the nature and scope of the detrimental consequences and the measures taken or recommended for mitigation.

8.3. The Lessee:

8.3.1. shall inform all natural persons (representatives, employees) involved in the performance of the Agreement that their personal data will be transmitted to the Lessor and that the Lessor will process this personal data under the terms set out in the "Privacy Principles for Customers". The individuals must be informed prior to their involvement in the performance of the Agreement or the transmission of their personal data to the Lessor. The Lessee undertakes to inform these individuals that the Lessor is the data controller and will process their personal data, presenting the Lessor's privacy terms to them;  
8.3.2. is obliged to provide evidence of compliance with Clause 8.3.1 upon request by the Lessor;  
8.3.3. shall not transmit to the Lessor personal data of individuals who have not been informed of the data transmission or the data processing by the Lessor;  
8.3.4. shall ensure that the prohibition specified in Clause 8.3.3 is followed by all persons involved in the performance of the Agreement by the Lessee;  
8.3.5. shall respond appropriately to the Lessor's notifications regarding corrections, deletions, or restrictions in the processing of personal data relating to the Lessor's representatives and employees, shared for the purpose of fulfilling the Agreement. For this purpose, the Lessee undertakes to:  
8.3.5.1. receive the Lessor's notifications and confirm receipt to the Lessor;  
8.3.5.2. organize the corrective and other actions concerning the personal data as specified in the notifications and inform the Lessor of the implementation of these actions;  
8.3.5.3. inform the Lessor of the need to correct, delete, or restrict the processing of personal data of the Lessee's employees and representatives.

8.4. The obligations stipulated in Clauses 8.2 and 8.3.5 do not apply to a Lessee who is a natural person, if they process the personal data transmitted to them solely for personal or household purposes.

## 9. LIABILITY

9.1. The Parties are liable for any damage caused to the other Party by a breach of the Agreement, which is not covered by paid penalties or insurance compensation, unless otherwise stipulated in the Agreement and its annexes.

9.2. The Lessee is liable during the Rental Period for the loss, destruction, or damage of the Equipment, including breakdowns, except for failures resulting from normal wear and tear or the Lessor's failure to fulfill their repair obligations. If the Equipment is rented with an operator, the Lessee is not liable for damage to the Equipment. In such cases, the Lessee is responsible for ensuring general safety at the site. The Lessor is not responsible for the organization of the work of the Equipment and the operator or for any risks arising from its use, including damage caused by incorrect instructions or tasks performed outside the scope agreed between the Parties.

9.3. In the event of loss or destruction of Equipment, the Lessor's loss shall be deemed to equal the replacement value of the same Equipment; in the event of damage, the average local market cost of the necessary repairs.

9.4. The Lessor is not liable for any damage caused by the Lessee in connection with the use of the Equipment to themselves or any third party.

9.5. The Lessor's liability for Equipment malfunction during the Rental Period is limited to replacing the Equipment, or if replacement is not possible, repairing the Equipment within a reasonable time from receiving notice and the return of the Equipment by the Lessee. The Lessor is not liable for damage resulting from an error in the user manual or for the complete or partial loss of functionality of the Equipment during the Rental Period, including any damage caused to the Lessee, such as loss of income, third-party claims, or delays in the Lessee's planned work. The Lessor is not liable for such damages even if the Equipment was handed over later than agreed, unless due to willful misconduct or gross negligence on the part of the Lessor.

9.6. The risk of accidental destruction or damage of the Equipment and liability for damage caused by a source of greater danger associated with its possession passes to the Lessee upon transfer of the Equipment.

9.7. The Party responsible for transporting the Equipment under the General Terms or the Agreement is liable for the cargo, including proper placement, securing, and covering of the Equipment. The Equipment must be packed in accordance with the type of cargo and means of transport to protect it against loss, theft, and damage.

9.8. Unless otherwise agreed in writing between the Parties, the Lessee is responsible for all costs and consequences related to the design, installation, dismantling, installation supervision, adjustment, transport, cleaning, and loading/unloading of the Equipment. In the absence of such an agreement, the Lessee is also responsible for remedying any harmful consequences and damages arising from these actions.

## 10. TERMINATION AND EXPIRATION OF THE AGREEMENT

10.1. The Agreement ends upon the return of the Equipment, as well as upon termination on the grounds specified in the Agreement documents, including these General Terms, and upon the fulfillment of all obligations by the Parties.

10.2. The Lessor has the right to terminate the Agreement extraordinarily, giving the Lessee written or email notice at least 3 (three) calendar days in advance, if:

10.2.1. the Lessee has failed to make any payment under the Agreement within 10 (ten) calendar days from the due date;

10.2.2. due to the Lessee's action or inaction, the condition of the Equipment deteriorates or there is a risk of loss, damage, or unusability of the Equipment;

10.2.3. the Lessee subleases the Equipment to a third party without the prior written consent of the Lessor;

10.2.4. liquidation or bankruptcy proceedings are initiated against the Lessee (legal entity) or bankruptcy proceedings are initiated against the Lessee (natural person);

10.2.5. the Lessee breaches any other obligation under the Agreement or law and fails to remedy the breach within a reasonable time despite a written reminder from the Lessor.

#### 11. OTHER CONDITIONS

11.1. Notices between the Parties related to the Agreement must be submitted in writing or by email, unless otherwise provided in the Agreement.

11.2. The Agreement shall be signed by the Parties either in hard copy or digitally. The Parties acknowledge the Lessor's electronic seal as equivalent to a digital signature.

11.3. The terms of the Agreement may be amended by written agreement between the Parties.

11.4. Disputes arising from the performance of the Agreement shall be resolved through negotiations. If no agreement is reached, the dispute shall be settled in Harju County Court.

11.5. The provisions of the Law of Obligations Act governing lease agreements apply to the rental relationship.

## ANNEX 1 – TO THE GENERAL TERMS AND CONDITIONS OF EQUIPMENT RENTAL FROM AEMA

Effective as of 28.03.2025

### AEMA Risk Protection General Terms

AEMA Risk Protection – an additional agreement offered by AEMA Baltic AS ("AEMA") to the Renter for an extra fee, supplementary to the Equipment Rental Agreement. This agreement limits the Renter's financial liability arising from the Rental Agreement and the Law of Obligations Act in the event of destruction or damage to the Equipment in the Renter's possession, in accordance with these terms. AEMA Risk Protection is valid if it is indicated in the Equipment Rental Agreement and the Renter has paid an additional fee of 5.5% of the equipment's daily list price. The AEMA Risk Protection fee is calculated for the entire rental period, seven days a week, and VAT is added to the surcharge.

Entering into AEMA Risk Protection is mandatory for both natural and legal persons. The Renter undertakes to pay the prescribed additional fee, and a note of this will be made in the Equipment Rental Agreement. In the absence of such agreement, the Renter shall be fully liable for the Equipment in accordance with the Rental Agreement and the Law of Obligations Act. The AEMA Risk Protection agreement is valid for the entire duration of the Rental Agreement. The additional fee for AEMA Risk Protection must be paid by the due date stated on the respective invoice (including prepayment invoice) issued by AEMA. Risk protection is valid only if the Renter has paid the additional fee on time.

AEMA Risk Protection applies to the equipment/machines specified in the Rental Agreement, which are in the possession or under the responsibility of the Renter and are located in Estonia. AEMA Risk Protection only covers direct damages to the rental equipment and does not extend to indirect damages or costs (e.g., lost profits, financial losses, transport, cleaning, replacement, demolition, etc.).

AEMA Risk Protection applies only if the damage is not covered by the Renter's insurance policy or the Renter has no such policy. The Renter must always notify their insurer of the damage incident and inform AEMA of the existence of an insurance contract. AEMA Risk Protection is always secondary, and the Renter's existing insurance is always primary.

AEMA Risk Protection is valid under the following conditions:

- a. All usage and installation instructions for the equipment have been followed;
- b. AEMA Risk Protection has been selected for the entire rental period and the damage incident occurred during the rental period;
- c. The damage was unexpected and unforeseen by the Renter;
- d. Upon occurrence of the incident, the responsible AEMA rental location or on-call mechanic (outside working hours) is immediately notified. The damage must be documented with a written statement and photo evidence from the location. Further actions must be agreed upon with AEMA.

If the above conditions are met, AEMA agrees to limit the Renter's financial liability for the loss or damage of the rented equipment (up to the acquisition value of a new device) as follows:

- a. For equipment valued up to EUR 5,000 – liability limited to EUR 200;
- b. For equipment valued EUR 5,001 – 10,000 – liability limited to EUR 500;
- c. For equipment valued EUR 10,001 – 26,000 – liability limited to EUR 1,000;
- d. For equipment valued EUR 26,001 and above – liability limited to EUR 2,000.

The amount of damage is determined by AEMA. If the damage amount is equal to or less than the Renter's liability threshold mentioned above, the Renter must fully compensate for it. This will be invoiced immediately upon return of the equipment or after AEMA's assessment of the damage. AEMA will always handle the repair and restoration of the damaged property.

AEMA Risk Protection does not apply if:

- a. The Renter has not paid the additional AEMA Risk Protection fee on time;

- b. The damage was caused by failure to follow installation and/or usage instructions, or is related to mining or blasting operations;
- c. AEMA was not notified in time, or legal/regulatory requirements or these General Terms or the Rental Terms were not followed, or if the Renter provides false information, or the damage cannot be determined.

AEMA Risk Protection does not cover:

- a. Damage resulting from non-purposeful use of equipment (e.g., a loader is transported to a construction site, the hitch breaks, and the loader and trailer overturn – not covered because the damage wasn't related to the loader's operation);
- b. Damage caused to third parties;
- c. Damage caused by third parties;
- d. Damage to consumables and materials (e.g., discs, fuel, etc.);
- e. Damage resulting from demolition work;
- f. Damage caused by cleaning or operations such as sandblasting, painting, plastering, or similar activities that cause excessive dirt/contamination;
- g. Damage caused by poor-quality fuel;
- h. Damage due to extreme weather (e.g., floods, storms, water level fluctuations, ice movement), and environmental conditions significantly reducing equipment lifespan (e.g., fertilizer or salt storage);
- i. Damage caused by explosions, war, armed conflict, strikes, radioactive substances, or other similar events or circumstances;
- j. Lost or missing equipment parts;
- k. Theft, fraud, or any other criminal acts.

In the event of any damage:

- a. Safety of people must always come first. If the incident involved injuries, it must be reported to the Emergency Center and their instructions followed. Theft, vandalism, or robbery must be reported to the police and their instructions followed;
- b. Measures must be taken to prevent further damage and ensure safety and preservation of property;
- c. Record or note as many details of the incident as possible – e.g., in case of a traffic accident, the license plate of the other party, witness information, site conditions, etc.;
- d. Notify the responsible AEMA rental point or the on-call mechanic immediately. Written photo documentation and an explanatory statement (including the Renter's own assessment and a brief summary of the damage and circumstances) must be submitted following notification. Further action must be agreed with AEMA;
- e. The damaged equipment must be returned to the issuing rental location unless otherwise agreed.