

## **General Rental Terms for Motorhomes in Finland by SP-apu Oy (aka Caravan Keidas)**

Dear Customer, your contract partner is SP-apu Oy, which also hands over the vehicle to you. Please read these rental conditions carefully.

June 5th, 2024

### **1. Scope, Contract Content, Applicable Law**

1.1 The following general rental conditions of SP-apu Oy (hereinafter referred to as the "lessor") apply exclusively. Opposing or deviating terms and conditions of the renter are not accepted. The lessor's general rental conditions also apply when the lessor, aware of the renter's opposing or deviating terms, rents the motorhome (hereinafter referred to as the "vehicle") to the renter without reservation.

1.2 The subject of the agreement with the lessor is solely the rental of the motorhome. The lessor is not obligated to arrange any travel services, especially no travel service packages.

1.3 A rental agreement is concluded between the lessor and the renter upon booking, which is governed exclusively by Finnish law. The renter plans their trip independently and uses the vehicle at their own risk. The rental agreement is a fixed-term contract. Silent renewal for an indefinite period is excluded.

1.4 All agreements between the lessor and the renter must be made in writing.

### **2. Minimum Age, Authorized Drivers**

2.1 The minimum age for the renter and each driver is 20 years. For vehicles weighing over 3.5 tons, the minimum age is 25 years. Both the renter and the drivers must have held a class III or class C or an equivalent national/international driving license for at least one year - for vehicles weighing over 3.5 tons, for at least three years. Upon collecting the vehicle, the driver and/or renter must present a valid driver's license and ID/passport. If the rental vehicle cannot be handed over because these documents are not provided, the renter is responsible for the resulting costs. If the documents are not provided at the agreed handover time and within a reasonable time thereafter, the lessor has the right to cancel the rental agreement, and the cancellation conditions outlined in section 4.2 apply.

2.2 It is noted that the total weight of some of the lessor's vehicles may exceed 3.5 tons, and a corresponding driving license is required to operate them. Holders of a class B driving license must consult with the lessor about the technically permissible total weight of the vehicle they are renting. If a corresponding driving license cannot be presented at the time of rental, it is considered that the motorhome has not been collected, and the corresponding cancellation conditions apply (see 4.2).

2.3 The vehicle may only be driven by the renter and the drivers named in the rental agreement.

2.4 The renter is obligated to record the names and addresses of all drivers to whom they hand over the vehicle, even temporarily, and to provide this information to the lessor upon request. The renter is responsible for the actions of drivers to whom they have given the vehicle as if they were their own.

### **3. Rental Prices and Calculation, Rental Duration**

3.1 Rental prices are generally determined based on the price list valid at the time of the agreement with the lessor. Any minimum rental period during specific travel times is also determined by the price list valid at the time of the agreement. The prices shown in the price list for the season during which the rental period falls apply.

3.2 The base price for the season generally includes unlimited kilometers in Finland for motorhomes. In special offers and abroad, kilometers may be limited, with excess kilometers charged according to the valid price list, as well as comprehensive insurance according to section 12 of the general rental conditions.

3.3 Daily rates are calculated for each 24-hour period started during the rental period. The rental period begins when the renter receives the motorhome at the rental station and ends when the rental station employee takes it back.

3.4 If the vehicle is returned after the agreed time, the lessor will charge an additional fee for each hour according to the current price list (but not more than the full daily rate for each delayed day). The renter is responsible for any costs incurred if the next renter or another person makes claims against the lessor due to the delayed return of the vehicle.

3.5 If the vehicle is returned before the agreed rental period ends, the full rental price agreed in the contract must be paid unless the vehicle can be rented to someone else.

3.6 The motorhome's fuel tank and, if applicable, the AdBlue tank are full at handover and must be returned full. One of the gas bottles should be full. Otherwise, the lessor will charge for diesel fuel, AdBlue, and gas according to the current price list. The renter is responsible for fuel and operating costs during the rental period.

3.7 One-way rentals are only allowed with a separate agreement.

### **4. Reservation and Reservation Modification**

4.1 Reservations are binding only after confirmation by the lessor as per section 4.2.

4.2 Once the lessor has provided a written reservation confirmation, a reservation fee of 200 euros must be paid within seven days. Only then is the reservation mutually binding. If the renter exceeds this deadline, the reservation is no longer binding on the lessor.

In the event of cancellation by the customer, the following cancellation fees will apply, calculated from the first confirmed reservation\*:

- More than 50 days before the start of the rental period (agreed pick-up day): 200 euro reservation fee.
- 49 – 15 days before the start of the rental period: 50% of the rental price.
- Less than 15 days before the start of the rental period: 80% of the rental price.
- On the rental day or in the case of no-show: 100% of the rental price.  
\*In case of dispute, the renter must prove that no damage occurred or that the damage is significantly lower. Cancellations must be made in writing.

4.3 A confirmed reservation by the renter can be modified up to 60 days before the agreed rental start date, provided the lessor has available capacity and the desired alternative reservation is equivalent to the initial reservation. Reservation changes are only possible within the same year.

Later changes to the reservation are not possible. Fees for reservation changes will be charged according to the current price list. There are no legal claims for reservation changes or date changes.

## **5. Payment Terms, Security Deposit**

5.1 The rental price, calculated according to the reservation details, must be received free of charge in the lessor's specified account at least 30 days before the start of the rental period.

5.2 A security deposit of 500 euros must be paid free of charge to the lessor no later than at the time of vehicle handover.

5.3 For last-minute reservations (less than 14 days before the rental date), the rental price is due immediately.

5.4 The lessor will refund the security deposit upon proper return of the vehicle and after the final settlement of the rental agreement.

5.5 If the renter delays payment obligations, interest on arrears will be charged according to applicable legal regulations.

## **6. Handover and Returns**

6.1 The renter is obliged to watch the instruction video or participate in a detailed vehicle briefing by the lessor's experts at the rental station before driving. During this process, a handover report will be created, describing the vehicle's condition, which both parties will sign. The renter must photograph the vehicle at pick-up and return, and keep the photos for 30 days after the rental period ends. The lessor may refuse to hand over the vehicle until the vehicle briefing is completed. If the renter causes a delay in the handover, they will be responsible for the resulting costs.

6.2 The renter is obliged to perform a final inspection of the vehicle with the rental station staff upon return, during which a return report will be created and signed by both the lessor and the renter. The renter is responsible for any damages not listed in the handover report but identified upon vehicle return.

6.3 Vehicle handovers are from 4-5 PM and receptions from 11-12 AM. The times listed in the rental agreement are binding unless otherwise agreed in writing. The handover and reception day count as one day if the total does not exceed 24 hours or if the excess is caused by the lessor.

6.4 All motorhomes are handed over to the renter cleaned on the inside, and must be returned in a clean condition. The renter is responsible for any necessary additional cleaning.

## **7. Prohibited Uses, Duty of Care and Maintenance**

7.1 The renter may not use the vehicle for:

- Participating in motor sports events or vehicle tests, transporting flammable, toxic, or other hazardous substances, committing customs offenses or other punishable acts, even if only subject to local laws, further renting or commercial passenger transportation, any use that exceeds the contractually specified use, particularly driving on unsuitable terrain.

7.2 The vehicle must be handled carefully and appropriately, and always properly locked. Usage instructions and technical regulations must be followed. The vehicle's condition, especially tire pressure and engine oil levels, must be monitored. The renter is responsible for regularly checking that the vehicle is in a safe condition for traffic. The renter is fully liable for damages not covered by the vehicle's insurance. The bike racks provided with the vehicle are not suitable for transporting e-bikes.

7.3 Smoking is prohibited in all vehicles, meaning smoking is forbidden throughout the entire vehicle. Bringing pets is only allowed with the lessor's explicit permission. The renter is responsible for cleaning and washing costs incurred from non-compliance, as well as costs for airing out or removing smoke pollution and any resulting loss of rental income due to the vehicle being temporarily unfit for rent.

7.4 In the case of violations of the instructions outlined in sections 7.1, 7.2, and 7.3, the lessor has the right to terminate the rental agreement without notice.

## **11. Repairs, Replacement Vehicle**

11.1 The renter is allowed to carry out necessary repairs to ensure the vehicle's usability and traffic safety during the rental period at a cost of up to 150 euros, but larger repairs only with the lessor's consent. The lessor is responsible for the repair costs when original receipts and replaced parts are presented, provided the renter is not liable for the damage according to section 12. This regulation does not cover tire damage. The renter must retain the repair receipts.

11.2 If a defect for which the lessor is responsible necessitates a repair that the renter cannot independently perform, the renter must immediately inform the lessor of the defect and allow a reasonable time for the repair. The lessor is responsible for country-specific conditions (e.g., infrastructure) that delay the repair.

11.3 If the motorhome is destroyed without the renter's fault or if it is anticipated that its use will be unreasonably impeded for a long time, the lessor is entitled to provide the renter with a replacement vehicle of equivalent value within a reasonable time. If the lessor provides an equivalent replacement vehicle, the renter is not entitled to terminate the contract. If the lessor offers a motorhome of a lower price category and the renter accepts it, the lessor will refund the difference in price from the advance rental payment made by the renter.

11.4 If the motorhome is destroyed due to the renter's fault or if it is anticipated that its use will be unreasonably impeded for a long time due to the renter's fault, the lessor may refuse to provide a replacement vehicle. In this case, the renter cannot terminate the contract. If the lessor provides a replacement vehicle, the lessor may charge the renter for the incurred transfer costs.

## **12. Renter's Liability, Comprehensive Insurance**

12.1 The lessor releases the renter from liability according to the terms of the comprehensive insurance with a deductible of 1000 euros per incident for fully comprehensive damages. The applicable deductible cannot be excluded. A separate service can be purchased to reduce or eliminate the deductible.

12.2 The release from liability according to section 12.1 does not apply if the renter has caused the damage intentionally or through gross negligence.

12.3 Additionally, the renter is liable for damages caused by negligence in the following cases:

- if the damage is caused by driving under the influence of drugs or alcohol.
- if the renter or the driver to whom the renter has handed over the vehicle flees the scene of an accident.

- if the renter, contrary to the obligation in section 8, does not contact the police in case of an accident, unless the breach of obligation has no effect on the determination of the cause of damage or the extent of the damage.
- if the renter breaches other obligations in section 8, unless the breach of obligation does not affect the determination of the cause of damage or the extent of the damage.
- if the damages result from prohibited use according to section 7.1.
- if the damages result from a breach of obligation according to section 7.2.
- if the damages are caused by a driver without a valid driving license to whom the lessor has given the vehicle.
- if the damages are caused by ignoring the vehicle's dimensions.
- if the damages are caused by ignoring weight restrictions.

12.4 To avoid increased costs caused by the determination of damages, the lessor may, upon request, provide the renter with sample calculations for similar damages in the event of an accident.

12.5 The renter is responsible for all costs, fees, fines, and penalties incurred from the use of the vehicle, which are presented to the lessor, unless they are caused by the lessor. The lessor reserves the right to charge these costs, fees, fines, and penalties to the renter's credit card or deposit. Additional handling fees are determined based on the lessor's price lists.

12.6 Multiple renters are jointly and severally liable.

### **13. Lessor's Liability, Expiration**

13.1 The lessor is fully liable for intentional acts and gross negligence. For slight negligence, the lessor is only liable for foreseeable damages typical of the contract type, if such negligence violates an obligation that is significant for the contract's purpose (primary obligation). This liability standard also applies in cases of service impediments at the time of contract formation.

13.2 The above limitations and exclusions of liability do not apply to claims under the Product Liability Act or to damages resulting from injury to life, body, health, or freedom.

13.3 Claims that are not excluded but are only limited in scope under section 13.1 become time-barred one year from the end of the year in which the claim arose, and the creditor became aware of the circumstances justifying the claim and the identity of the debtor or should have become aware without gross negligence.

Except for compensation claims relating to injury to life, body, health, or freedom and claims under the Product Liability Act, compensation claims become time-barred, regardless of knowledge or gross negligence on the part of the creditor, five years from the end of the year in which the claim arose.

13.4 The General Rental Terms and Price Lists in effect at the start of the rental period, displayed at the rental station and published on the Internet, are applicable.

#### **14. Storage and Disclosure of Personal Data**

14.1 The renter agrees that SP-apu Oy stores their personal data.

14.2 SP-apu may disclose this information to third parties with a legitimate interest if the information provided at the time of rental is substantially inaccurate, or if the rented vehicle is not returned within 24 hours after the end of the rental period, or if rental payments need to be collected through legal action. Additionally, the information may be disclosed to all authorities responsible for public order and criminal offenses when the renter has acted fraudulently or there is sufficient evidence of such behavior.

#### **15. GPS Tracking of Vehicles**

SP-apu Oy's vehicles may be equipped with GPS tracking systems.

#### **16. Jurisdiction**

The jurisdiction for all disputes or conflicts related to the motorhome rental agreement is agreed to be the location of the respective rental station, provided that the renter does not have a general place of jurisdiction within the country, or if the renter, after the conclusion of the contract, has relocated their residence or habitual abode abroad, or if their residence or habitual abode is unknown at the time the lawsuit is filed.