

General Rental Terms for Travel Trailers, SP-apu Oy

Dear Customer, your contract partner is SP-apu Oy, which will also deliver the vehicle to you. Please read these rental terms carefully.

June 5th, 2024

1. Scope, Contract Content, Applicable Law

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

1.2 The subject of the contract with the lessor is solely the rental of the caravan. The lessor is not obliged to provide any travel services, and especially not any package travel services.

1.3 A rental agreement between the lessor and the renter is concluded upon booking, to which only Finnish law applies. The renter plans their trip independently and uses the vehicle at their own risk. The rental agreement is for a fixed term. An implicit extension of the rental relationship 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 every driver is 20 years. Both the renter and the drivers must have held a class III or class B (and, if necessary, Be) or equivalent national/international driving license for at least one year. When collecting the vehicle, the driver and/or renter must present a valid driving license and ID card/passport. If the rental vehicle handover is delayed because these documents cannot be presented, the renter is responsible for the resulting costs. If the documents cannot be presented at the agreed handover time or within a reasonable time after the agreed handover time, the lessor has the right to cancel the rental agreement. In this case, the cancellation conditions mentioned in section 4.2 apply.

2.2 It should be noted that the total weight of certain individual vehicles and towing vehicles of the lessor may exceed 3.5 tons and that a corresponding driving license is required to drive these vehicles. Holders of a class B driving license should, as a precaution, consult with the lessor regarding the technically permissible total weight of the vehicle rented by the renter. If a corresponding driving license cannot be presented at the time of rental, it is considered that the caravan has not been collected. In this case, the corresponding cancellation conditions apply (see 4.2).

2.3 Only the renter and the drivers mentioned in the rental agreement are permitted to drive the vehicle.

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

3. Rental Prices and Their Calculation, Rental Duration

3.1 Rental prices are generally based on the price list valid at the time the contract is concluded with the lessor. Any specified minimum rental period for certain travel times is likewise determined by the price list valid at the time the contract is concluded. The prices applicable are those indicated in the price list for the season during which the rental period falls.

3.2 The basic price for caravans generally includes unlimited mileage.

3.3 Daily rates are calculated for each 24-hour period that begins during the rental period. The rental period starts when the renter takes possession of the caravan at the rental station and ends when the rental station employee takes the caravan back.

3.4 If the caravan is returned after the agreed time, the lessor will charge for each commencing hour according to the current price list (but no more than the full daily rate for each delayed day). The renter is responsible for any costs incurred due to delayed return of the vehicle, including any claims made by the next renter or any other party against the lessor.

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

3.7 Renting a caravan for one-way trips is only permitted with a separate agreement.

4. Reservation and Reservation Changes

4.1 Reservations become binding only after confirmation by the lessor in accordance with section 4.2.

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

In the event of a cancellation by the customer, the following cancellation fees will be incurred based on the first confirmed reservation*:

- More than 50 days before the rental period starts (the agreed pick-up date), the reservation fee of 200 euros is charged.
- 49 – 15 days before the rental period starts, 50% of the rental price is charged.
- Less than 15 days before the rental period starts, 80% of the rental price is charged.
- On the rental day or if the vehicle is not picked up, 100% of the rental price is charged.
- It is the renter's responsibility to prove that no damage has occurred or that it has occurred to a lesser extent. The cancellation of the reservation must be made in writing.

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

Changes to the reservation made later are not possible. A fee according to the current price list will be charged for changes to the reservation. There are no legal claims for changes to the reservation or date modifications.

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 account specified to the renter no later than 30 days before the start of the rental period.

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

5.3 For last-minute reservations (less than 7 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 is late in fulfilling their payment obligations, late fees will be charged in accordance with the current legal regulations.

6. Handover, Returns

6.1 The renter is required to watch the instructional video and participate in a detailed vehicle orientation provided by the lessor's experts at the rental location

before driving. During this process, a handover protocol will be prepared, describing the condition of the vehicle and signed by both parties. The lessor may refuse to hand over the vehicle until the orientation has been completed. If the renter causes a delay in the handover, they are responsible for any resulting costs.

6.2 The renter is required to perform a final inspection of the vehicle with the rental station's staff upon returning the vehicle, during which a return protocol will be prepared and signed by both the lessor and the renter. The renter is responsible for any damages not noted in the handover protocol but found during the return inspection.

6.3 Vehicle handovers take place between 4-5 PM and returns between 11 AM-12 PM. The times specified in the rental agreement are binding unless otherwise agreed in writing. The handover and return day are counted as one day if the total period does not exceed 24 hours or the excess is caused by the lessor.

6.4 All caravans are handed over to the renter cleaned 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 must not use the vehicle for:

Participation in motorsport events or vehicle tests, transportation of flammable, toxic, or other hazardous substances, committing customs offenses or other criminal acts, even if they are only punishable under the laws of the location where they are committed, subleasing or commercial passenger transport, any use that exceeds the specified use in the contract, especially driving on terrain unsuitable for the vehicle.

7.2 The vehicle must be handled carefully and appropriately and must always be properly locked. Prolonged driving on gravel roads should be avoided, and speed should be sufficiently low to prevent stone chips on the front of the vehicle. The vehicle's air intakes should be closed when the road is dusty. Usage instructions and technical rules must be followed. The renter must monitor the operational condition, particularly tire pressure. The renter is obliged to regularly check that the vehicle is in a roadworthy condition. The renter is fully responsible for any damages not covered by the vehicle's insurance. Bicycle racks, if present on the vehicle, are not suitable for transporting electric bikes.

7.3 Smoking is prohibited in all vehicles, meaning smoking is not allowed anywhere in the vehicle. Bringing pets is only permitted with the lessor's explicit permission. The renter is responsible for any cleaning and washing costs arising from non-compliance. The renter is also responsible for the costs of airing out or removing smoke pollution, strong spices, etc., and for any lost revenue due to the vehicle being temporarily unrentable.

7.4 In the event of violations of the guidelines set out in sections 7.1, 7.2, and 7.3, the lessor has the right to terminate the rental agreement without notice.

8. Behavior in Case of Accidents

8.1 In the event of an accident, fire, theft, or collision with wildlife, the renter must immediately contact the police and the lessor or rental station (phone number in the rental agreement), at the latest by the next working day after the accident. The renter must not accept any demands from the opposing party.

8.2 The renter must provide the lessor with a detailed written report with a diagram, even for minor damages. If the renter fails to prepare the report for any reason and the insurance company refuses to cover the damage due to this, the renter is obliged to fully compensate for the damage.

8.3 The accident report must be submitted to the lessor no later than at the time of vehicle return, fully completed and signed. It must specifically include the names and addresses of the persons involved, any witnesses, and the registration numbers of the vehicles involved.

9. Trips in the Nordic Countries

Trips within the Nordic countries are permitted. Trips outside the Nordic countries require the prior approval of the lessor and a permit for taking the vehicle abroad. Trips to war and crisis zones are prohibited.

10. Defects in the Camper

10.1 The renter's claims for compensation concerning defects for which the lessor is not responsible are not accepted.

10.2 Any defects in the camper or its equipment that are discovered after the start of the rental period must be documented in writing by the renter and presented to the lessor upon return of the vehicle. Claims for compensation for defects presented later are not accepted unless the basis of the claim is such that it could not have been immediately detected.

11. Repairs, Replacement Vehicle

11.1 The renter is allowed to authorize necessary repairs to ensure the vehicle's operational and road safety during the rental period up to a cost of 150 euros. Larger repairs require the lessor's consent. The lessor is responsible for repair costs when original receipts and replaced parts are presented, provided that the renter is not liable for the damage according to section 12. This regulation does not cover tire damage. The renter must keep the repair receipts.

11.2 If a defect for which the lessor is responsible necessitates a repair that the renter cannot carry out independently, the renter must immediately notify the lessor of the defect and allow a reasonable time for the repair. The lessor is then responsible for any delays in repairs due to country-specific conditions (e.g., infrastructure).

11.3 If the camper is destroyed through no fault of the renter or it is anticipated that its use will be unreasonably hindered for an extended period, the lessor is entitled to provide the renter with an equivalent camper within a reasonable time. If the lessor provides an equivalent camper, the renter has no right to terminate the agreement. If, in this case, the lessor offers a camper of a lower price category and the renter accepts it, the lessor will refund the price difference based on the rental fee already paid by the renter.

11.4 If the camper is destroyed due to the renter's fault or it is anticipated that its use will be unreasonably hindered for an extended period due to the renter's fault, the lessor may refuse to provide a replacement camper. In this case, the renter cannot terminate the agreement. If the lessor provides a replacement camper, the lessor can charge the renter for the incurred transfer costs.

12. Renter's Liability, Comprehensive Insurance

12.1 The lessor releases the renter from liability in accordance with the principles of comprehensive insurance for full comprehensive damages with a deductible of 500 euros per incident. The applicable deductible cannot be waived. An additional service can be purchased to reduce or eliminate the deductible.

12.2 The release from liability as per 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 entrusted the vehicle flees the scene of an accident.
- If the renter fails to contact the police in the event of an accident, contrary to the obligation under section 8, unless the breach of this obligation does not affect the determination of the cause or extent of the damage.
- If the renter breaches other obligations under section 8, unless the breach does not affect the determination of the cause or extent of the damage.
- If damages are based on prohibited use as per section 7.1.
- If damages are based on the breach of obligations under section 7.2.
- If the damage is caused by a driver without a valid license to whom the renter has given the vehicle.
- If the damage results from ignoring the vehicle's dimensions.
- If the damage results from ignoring weight limits.

12.4 To avoid an increase in costs due to damage assessment, the lessor can, upon request, provide the renter with model estimates 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 charged to the lessor unless they are caused by the lessor. The lessor reserves the right to charge the costs, fees, fines, and penalties to the renter's credit card or deposit. Additional handling fees will be charged based on the current price lists presented by the lessor.

12.6 Multiple renters are jointly and severally liable.

13. Lessor's Liability, Statute of Limitations

13.1 The lessor is fully liable for intentional misconduct and gross negligence. For slight negligence, the lessor is only liable for foreseeable damages typical of the contract type if a significant contractual obligation (primary obligation) is breached. This liability standard also applies to impediments to performance at the time of contract conclusion.

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

13.3 Claims that are not excluded under section 13.1 but whose scope is limited, expire one year from the end of the year in which the claim arose and the creditor became aware of the circumstances giving rise to the claim and the debtor's identity or should have become aware without gross negligence. Except for claims for damages related to injury to life, body, health, or freedom, and claims under product liability law, claims for damages expire five years from the end of the year in which the claim arose, regardless of the creditor's knowledge or gross negligence.

13.4 The general rental terms and price lists applicable at the start of the rental period are valid and displayed at the rental station and published online.

14. Storage and Disclosure of Personal Data

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

14.2 SP-apu Oy may disclose this information to third parties with a legitimate interest if the information provided during the rental is substantially inaccurate, 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, information

may be disclosed to authorities responsible for public order and prosecutable offenses if the renter has acted fraudulently or there is sufficient indication of fraud.

15. GPS Tracking of Vehicles

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

16. Jurisdiction

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