# General Rental Terms and Conditions for Motorhomes SP-apu Oy – Caravan Keidas

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

# 1. Scope of Application, Contract Content, Applicable Law

- **1.1** The following general rental terms and conditions of SP-apu Oy (hereinafter referred to as the "Lessor") shall apply exclusively. Conflicting terms or the Renter's terms that deviate from the Lessor's general rental terms and conditions are not accepted. The Lessor's general rental terms and conditions shall also apply if the Lessor knowingly rents a motorhome (hereinafter referred to as the "Vehicle") to the Renter unconditionally, despite the Renter's conflicting or deviating terms.
- **1.2** The subject of the contract with the Lessor is solely the rental of a motorhome. The Lessor is not obligated to provide any travel services or, in particular, any travel packages.
- **1.3** A rental agreement governed solely by Finnish law is concluded between the Lessor and the Renter upon reservation. The Renter plans the journey independently and uses the Vehicle at their own risk. The rental agreement is for a fixed term. Tacit extension of the rental agreement to 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 all drivers is 20 years. For vehicles exceeding 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 equivalent national/international driving license for at least one year—at least three years for vehicles over 3.5 tons. Upon collection of the Vehicle, the driver and/or Renter must present a valid driving license and identification/passport. If the handover of the rental vehicle is delayed because the documents cannot be presented, the Renter bears the resulting costs. If the documents cannot be presented at the agreed handover time or within a reasonable period thereafter, the Lessor has the right to cancel the rental agreement. In such case, the cancellation fees specified in clause 4.2 shall apply.
- **2.2** It is noted that the gross vehicle weight of individual vehicles may exceed 3.5 tons, requiring an appropriate driving license. Holders of a Class B driving license should consult the Lessor regarding the technically permissible gross weight of the rented vehicle. If a corresponding license cannot be presented at the time of rental, the vehicle is considered not collected, and the applicable cancellation fees shall apply (see 4.2).
- **2.3** The Vehicle may only be driven by the Renter and the drivers listed at the time of rental.

**2.4** The Renter must retain the names and addresses of all drivers to whom the Vehicle is entrusted, even temporarily, and provide them to the Lessor upon request. The Renter is liable for the actions of those drivers as if they were their own.

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

- **3.1** Rental prices are generally based on the price list in effect at the time of contract conclusion. Any specified minimum rental period for certain travel periods is likewise determined according to the price list in effect at the time of contract conclusion. Prices indicated for the season to which the rental period belongs shall apply.
- **3.2** The basic seasonal price of motorhomes generally includes unlimited kilometers in Finland. In special offers and for foreign rentals, kilometers may be limited; any excess kilometers will be charged according to the current price list and the comprehensive insurance as per clause 12 of these general terms.
- **3.3** Daily rates are calculated for each commenced 24-hour period. The rental period begins when the Renter receives the motorhome at the rental station and ends when the vehicle is returned to the rental station staff.
- **3.4** If the Vehicle is returned after the agreed time, the Lessor will charge hourly rates according to the current price list (however, at most the full daily rate for each late day). The Renter is responsible for costs arising from the delayed return, especially if another Renter or person makes claims to the Lessor.
- **3.5** If the Vehicle is returned before the end of the agreed rental period, the full rental price must still be paid unless the Vehicle can be rented to another party.
- **3.6** Upon delivery, the motorhome's fuel and AdBlue tanks must be full, and they must be returned filled. At least one gas bottle must be full. Otherwise, the Lessor will charge for diesel, AdBlue, and gas according to the current price list. The Renter bears fuel and operating costs during the rental period.
- **3.7** One-way rentals are only permitted under a separate agreement.

### 4. Reservation and Amendment

- **4.1** Reservations are binding only after the Lessor's confirmation in accordance with clause 4.2.
- **4.2** Once the Lessor has issued a written reservation confirmation, a reservation fee of EUR 300 must be paid within 24 hours. Only after this payment is the reservation mutually binding. If the Renter misses this deadline, the reservation is no longer binding for the Lessor. Cancellation fees for a binding reservation made by the Renter are as follows (calculated from the first confirmed reservation\*):

- More than 50 days before rental start: EUR 300 reservation fee.
- 49–15 days before rental start: 50% of the rental price.
- Less than 15 days before rental start: 80% of the rental price.
- On the rental day or if not collected: 100% of the rental price.

\*In case of dispute, the Renter must prove that no or only minor damage occurred. Cancellation must be in writing.

**4.3** A confirmed reservation can be modified up to 60 days before the agreed rental start if the Lessor has available capacity and the alternative reservation is equivalent in scope. Changes are only possible within the same year. Subsequent modifications are not possible. A fee for changes applies according to the current price list. There is no legal entitlement to change the reservation or dates.

## 5. Payment Terms, Security Deposit

- **5.1** The rental price calculated based on the reservation details must be received by the Lessor, free of charge to the Renter, into the account specified by the Lessor no later than 30 days before the start of the rental.
- **5.2** A security deposit of EUR 500 must be paid free of charge to the Lessor no later than at the handover of the Vehicle.
- **5.3** For last-minute reservations (less than 30 days before the rental start), the rental price is immediately due.
- **5.4** The security deposit is generally refunded within 24 hours after proper return. If inspection is delayed or damage is detected, the refund will be made within 14 days after determination of repair costs. If damages exceed the security deposit, the difference will be invoiced separately.
- **5.5** If the Renter is late in fulfilling their payment obligations, default interest will be charged in accordance with applicable legal provisions.

#### 6. Vehicle Handover and Return

**6.1** The Renter must familiarize themselves with the instructional video or participate in detailed vehicle training conducted by the Lessor's experts at the rental station before driving. A handover protocol shall be prepared, documenting the condition of the Vehicle, signed by both parties. The Renter must photograph the Vehicle at pickup and return and retain the photos for 30 days after the rental. The Lessor may refuse handover until the

orientation is completed. If the Renter causes a delay, they are responsible for the costs incurred.

- **6.2** Upon return, the Renter must conduct a final inspection with the rental station staff, from which a return protocol is prepared and signed by both parties. The Renter is liable for damages not listed in the handover protocol but discovered upon return.
- **6.3** Times stated in the rental agreement are binding unless otherwise agreed in writing. Pickup and return on the same day count as one day if 24 hours in total is not exceeded, or if any excess is caused by the Lessor.
- **6.4** All motorhomes are delivered internally clean and must be returned in clean condition. Any necessary additional cleaning costs are the responsibility of the Renter.

## 7. Prohibited Uses; Duty of Care and Maintenance

- **7.1** The Renter must not use the Vehicle:
  - In motorsport events or vehicle testing
  - To transport flammable, toxic, or other hazardous materials
  - For customs offenses or other criminal acts, even if only punishable under the laws of the location
  - For subleasing or commercial passenger transport
  - For any use exceeding the agreed purpose, particularly off-road driving in unsuitable terrain
- **7.2** The Vehicle must be handled carefully and properly, locked securely, and operated according to instructions and technical rules. The Renter must regularly monitor operational condition, including tire pressure and engine oil. The Renter is fully liable for damages not covered by insurance, including awnings, external air conditioners, interior damages, or refueling with the wrong fuel.
- **7.3** Smoking is strictly prohibited in all Vehicles. Pets are allowed only with the Lessor's prior consent. Costs for cleaning resulting from violations are the Renter's responsibility. The Renter is also responsible for any lost revenue due to the Vehicle being temporarily unavailable for rent.
- **7.4** Breaches of these provisions entitle the Lessor to terminate the rental relationship without notice.

### 8. Conduct in Case of Accidents

- **8.1** In the event of accidents, fire, theft, or collisions with wild animals, the Renter must immediately contact the police and the Lessor or rental station (phone number on the rental agreement), at the latest by the next working day. Claims from the other party must not be accepted.
- **8.2** The Renter must prepare a detailed written report for the Lessor, even for minor damages, including a sketch. Failure to do so, if it leads to denial of insurance coverage, makes the Renter fully liable for the damage.
- **8.3** The accident report must be submitted fully completed and signed to the Lessor upon return, including the names and addresses of involved parties, any witnesses, and the registration numbers of vehicles involved.

### 9. Travel in the Nordic Countries

Travel within the Nordic countries is permitted. Travel outside the Nordic countries requires prior approval from the Lessor and an export permit. Travel to war or crisis areas is prohibited.

### 10. Deficiencies in the Motorhome

- **10.1** Claims for deficiencies for which the Lessor is not liable will not be accepted.
- **10.2** Any deficiencies detected after the start of the rental must be reported in writing to the Lessor upon return. Claims made later will not be accepted unless the deficiency could not have been immediately discovered.

### 11. Repairs and Replacement Vehicle

- **11.1** The Renter may authorize necessary repairs for operational or traffic safety up to EUR 150 without separate approval. Higher costs require prior consent from the Lessor. The Lessor reimburses approved repair costs upon presentation of original receipts and replaced parts unless the Renter is liable under clause 12. Tire damages are excluded and are the Renter's responsibility.
- **11.2** If a defect under the Lessor's responsibility requires repair that the Renter cannot arrange, the Renter must notify the Lessor without delay and provide reasonable time for repair. Delays caused by local conditions (e.g., infrastructure) are the Lessor's responsibility.
- **11.3** If the motorhome is destroyed through no fault of the Renter or is unavailable for a long period, the Lessor will endeavor to provide a replacement vehicle of equivalent value. If the replacement is of a lower price group and accepted by the Renter, the difference in rental

price will be refunded. If a replacement cannot be provided and the trip is canceled entirely, the full rental fee is refunded. If the trip is interrupted due to a breakdown (not a collision), the unused portion of the rental period will be refunded.

**11.4** If the motorhome is destroyed or becomes unusable due to the Renter's fault, the Lessor is not obliged to provide a replacement. The Renter cannot terminate the contract. If the Lessor provides a replacement, transfer costs may be charged to the Renter.

## 12. Renter Liability and Comprehensive Insurance

- **12.1** The Lessor releases the Renter from liability for fully comprehensive insurance claims with a deductible of EUR 1,000 per incident. Windscreen damage requiring replacement has a deductible of EUR 400; repairable windscreen damage (drilling) EUR 100. Deductibles cannot be waived. A separate service may reduce or remove deductibles for damages within the Nordic countries. Outside the Nordic countries, the deductible is EUR 2,000.
- **12.2** Theft: In each insurance claim, the deductible is EUR 2,000. In certain listed countries, theft damages carry a 20% deductible, minimum EUR 2,000.
- **12.3** Liability exemption under 12.1 does not apply if the Renter caused the damage intentionally or through gross negligence.
- **12.4** Additionally, the Renter is liable for damages caused by:
  - Driving under the influence of drugs or alcohol
  - Fleeing the scene of an accident
  - Failure to contact police in accordance with clause 8, unless it does not affect determination of cause or extent of damage
  - Violation of other obligations in clause 8, unless immaterial
  - Use prohibited under clause 7.1
  - Violation of duties under clause 7.2
  - Unauthorized driver operating the Vehicle
  - Failure to respect Vehicle dimensions or weight limits
- **12.5** The Lessor may provide sample calculations of potential damages upon request to prevent dispute costs.

- **12.6** The Renter is liable for all costs, fees, or fines arising from Vehicle use unless caused by the Lessor. The Lessor reserves the right to charge the Renter's credit card or security deposit.
- **12.7** Multiple Renters are jointly and severally liable.

# 13. Lessor Liability and Limitation

- **13.1** The Lessor is fully liable for intent and gross negligence. For minor negligence, liability is limited to foreseeable damages material to the contract's purpose (primary obligation). This also applies in case of service disruptions.
- **13.2** The above limitations do not apply to claims under product liability law or for injury, life, health, or liberty.
- **13.3** Claims not excluded under 13.1, but only limited in scope, expire one year from the end of the year in which the claim arose and the creditor became aware, unless gross negligence applies. Claims for injury, life, health, or product liability expire after five years from the end of the year of occurrence.
- **13.4** The current General Terms and Price Lists at the rental station and online at the start of the rental apply.

## 14. Data Storage and Disclosure

- **14.1** The Renter consents to SP-apu Oy storing their personal data.
- **14.2** SP-apu Oy may disclose this data to third parties with legitimate interest if information provided is inaccurate, the Vehicle is not returned within 24 hours of the rental period (including extensions), or for legal collection of rental claims. Data may also be disclosed to authorities responsible for public order and crimes if fraudulent behavior is proven or suspected.

### 15. GPS Tracking of Vehicles

SP-apu Oy Vehicles may be equipped with GPS tracking systems.

### 16. Jurisdiction

In the event of disputes, the competent court is the District Court of the location of the vehicle handover point.