

<u>Lease Terms – O.V. Lahtinen Oy</u>

1. Scope of Application

These Lease Terms are applied to the leasing of the Lessor's containers to the Lessee.

2. Lessor

"Lessor" shall mean O.V. Lahtinen Oy (business ID 2155907-3) as well as any other entity to which O.V. Lahtinen Oy has transferred its rights and obligations under these "Lease Terms".

3. Lessee

"Lessee" shall mean the entity with whom the Lessor has entered into an agreement regarding the leasing of containers in accordance with these Lease Terms.

4. Delivery of Containers, Acceptance Inspection and Complaints

The containers are delivered to the Lessee in working order and "as is", at the Lessor's depot as agreed by the Lessor and Lessee.

The Lessee has the obligation to carefully inspect the containers before commencement of the period of lease. The Lessee may not later present any claims or complaints regarding the general condition, functionalities, or internal conditions of a container which the Lessee could have discovered when inspecting the containers. Claims and complaints regarding the containers are taken into account only where they have been brought to the attention of the Lessor in writing and at the latest on the next weekday following the date of delivery of the containers.

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Complaints regarding conditions of the containers which could not have been observed during the inspection of the containers must be made in writing to the Lessor immediately and at the latest on the next weekday after discovery of such conditions.

5. Period of Lease

The period of lease is commenced on a date separately agreed upon in writing, however in any event at the latest at the time when the containers leave the Lessor's depot, and ends upon returning the containers to the Lessor's depot on a date specifically agreed upon in writing. Any cleaning, maintenance or repairs to be performed on the leased containers shall extend the period of lease until the Lessor has in writing confirmed that the cleaned, serviced or repaired containers are have been returned according to contract.

6. Passing of Liability for Risk

The liability of risk regarding the leased containers passes to the Lessee at the time of commencement of the period of lease. If the possession of the containers is transferred to the Lessee or to a third party responsible for the transportation of the containers before the period of lease has commenced, liability for risk is passed to the Lessee at the time of transfer of possession of the containers.

7. Return of the Containers at the End of the Period of Lease

The Lessee must inform the Lessor about the returning of the containers at least 7 days beforehand, if a specific return date has not been previously agreed upon. The Lessee undertakes to return the leased containers to a place specified by the Lessor and in the same condition, with the



exception of normal wear and tear, as they were at the time of delivery to the Lessee.

8. Redemption of the Containers

If the Lessor and Lessee have specifically so agreed upon in writing, the Lessee has the right to redeem and acquire the ownership of the containers after the period of lease has ended. If the Lessee uses its right of redemption, the Lessee shall pay the Lessor the redemption price separately agreed in writing during the same day when the Lessee has issued its notice of redemption of the containers to the Lessor. If the redemption price is not paid to the Lessor during the same day when the notice of redemption is made to the Lessor, the Lessee shall pay to the Lessor a contractual fee of EUR 2 500,00 and interest in accordance with Interest Act Section 4 a or 16% of interest rate, whichever of these is higher from the date of the notice of redemption.

9. Rent and Invoice Period

The rent for each invoice period is separately agreed upon in writing in an order confirmation by the Lessor. The invoice period is one (1) month.

10. Installments not Included in the Rent The

rent does not include the following:

- i. value added tax and all other taxes;
- ii. cleaning, maintenance and repairs of containers;
- iii. fixed charges; iv. transportation costs;
- v. insurances;

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vi. any other costs for which the Lessee is liable is liable, such as bank charges and wire fees payable by the remitter, registration fees, tolls, customs duties or any additional charges imposed by any authority in connection with the lease under these Lease Terms or the leased containers.

The Lessee is obligated to compensate the Lessor for any above mentioned costs the Lessor may suffer due to leasing the containers to the Lessee.

11. Insurance

The Lessee is responsible for appropriately insuring the containers and for paying the insurance premiums.

12. Payment of Rent

The rent shall be paid in advance and by the due date specified in the invoice. The fixed fee is invoiced in connection with the first rent. Value added tax applicable at each time shall be added to the rent. Overdue payments are subject to interest as specified in the Interest Act Section 4 a or interest rate of 16%, whichever of these two is higher. Interest is added to each invoice after the due date of the invoice. The Lessee is liable for paying all reasonable expenses arising out of request for payment as well as possible collection of the delayed payment.

13. Extension of the Period of Lease

The period of lease shall extend automatically for one invoice period (one moth) at a time, unless it is cancelled by the Lessor or the Lessee in a timely manner and at the latest 7 days before the end date of the ongoing invoice period.



14. Responsibilities of the Lessee

The Lessee is liable for reimbursing the Lessor the acquisition price of a destroyed or lost container.

The Lessee is responsible for at its own expense complying with all applicable legal, i.a. tax and customs requirements and regulations in connection with these Lease Terms and the sale, transfer, use, importation and domestication of the containers leased under these Lease Terms.

The Lessee is responsible for at its own expense maintaining the containers in due condition as well as for taking care of necessary maintenance service operations and complying with all directions and orders pertaining to them. The Lessee is liable for disappearance of the containers as well as for all damages incurred to the containers during the period of rent, unless such are caused by normal wear and tear. If a third party presents a claim regarding the containers or the containers are subject to danger in any manner, the Lessee must inform the Lessor immediately. The Lessee is responsible for commencing all necessary actions to prevent and limit the damage in case the containers are subject to being damaged or lost. The Lessee is liable for all damages arising out of its breach or neglect of the prohibitions and its obligations pertaining to these Lease Terms.

15. Handling of the Containers

The containers shall not be moved using any other equipment than equipment specifically designed for such use. Piling the containers on top of each other as well as weighing down the roof of the containers is prohibited. The containers must be put into place in such a manner that no part of the container sinks into the ground. The Lessee is

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responsible for complying with all safety regulations while handling the containers.

16. Right of Inspection

The Lessor or its representative has the right to inspect the leased containers at any time during the period of lease. The Lessee is obliged to in any way contribute and assist the Lessor in using its right of inspection.

17. Alterations and Repairs

The Lessee shall not in any way alter or paint the containers or perform any repairs not agreed upon with the Lessor in writing on the containers, if such actions are not necessary for preventing the contents of the container from being destroyed or lost.

18. Container Markings

All letter and number combinations in or on the containers as well as markings made by the Lessor shall at all times remain visible for the authorities. Painting or attaching any other markings in or on the containers without a written approval from the Lessor is prohibited.

19. Limitation of Liability

The Lessor shall not be liable for damages caused to property inside the containers or for damages caused to the means of transport transporting the containers, nor for any indirect or consequential damages incurred to the Lessee or a third party. The Lessor shall not be liable for damages incurred to a third party in connection with the transportation, placement or storage of the containers. The Lessor shall not be liable for any price reductions, compensation or other consequences that the Lessee is obliged to perform or has performed to its own contracting



party or to some other third party. In any event, the Lessor's liability shall not exceed the total amount of rent paid by the Lessee to the Lessor of the specific container in question during the last one (1) month.

20. Distraint and Confiscation

The containers are sole property of the Lessor. The Lessor retains its ownership to the containers in full and in all respects (which is indicated by i.a. the container markings). The Lessee shall not sell, pledge or without an explicit permission from the Lessor, rent or in any other manner assign or transfer the containers or its rights pertaining thereto to any third party. If authorities (i.a. bankruptcy trustees) initiate distrain confiscation of the containers due to debts or liabilities of the Lessee, the Lessee is obliged to immediately inform the authorities of the true ownership of the containers as well as to inform the Lessor about the measures planned or already performed by the authorities. If any expenses incur to the Lessor from protecting its right in the abovementioned situations, the Lessee is liable for reimbursing the Lessor for all such expenses.

21. Change of Address

The Lessee must inform the Lessor about any changes in its address or the location of the containers immediately upon having received information of such changes.

22. Termination of Lease

The Lessor has the right (but not the obligation) to terminate the lease subject to these Lease Terms with immediate effect, if:

> payment of rent is late for more than twenty (20) days from the due date specified in the invoice;

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- ii. the Lessee uses or intends to use the containers in a manner which is contrary to these Lease Terms or not fit for their purpose of use or which is otherwise unlawful;
- iii. damage to or disappearance of the containers is likely;
- iv. the Lessee prohibits the Lessor from inspecting the containers or otherwise commits a breach of its obligations under the lease under these Lease Terms; or
- v. the Lessee is applied or declared bankrupt or company restructuring (or similar).

If the lease under these Lease Terms has been terminated on any of the abovementioned grounds, the Lessor is entitled to prevent the use of the containers and to immediately reclaim the containers into its possession without consulting the Lessee and at the expense of the Lessee. The Lessee shall empty the containers immediately as well as in any way assist the Lessor in reclaiming the containers immediately. If the Lessee does not empty the containers by the agreed time limit or assist the Lessor, the Lessor is entitled to commence all necessary procedures at the expense of the Lessee.

The Lessee is liable for reimbursing the Lessor for all costs incurred in connection with the disassembly and collection of the containers. If a fixed-term lease is unlawfully terminated before the end of the period of lease, the Lessee shall pay the Lessor a separate cancellation fee of 30 % the rent for the time period between the return date of the containers to the Lessor and the end date agreed upon in the fixed-term contract. Notwithstanding the above, the payable



cancellation fee shall in any event amount to at least the total amount of rent for three (3) months.

Once a Lease term is accepted by lessee in writing and the lease term is fixed, the lessee is obliged to pay the Rental fee in full, unless cancelled by customer 30 days prior start of fixed rental term.

23. Amendment of Terms

The Lessor reserves the right to amend these Lease Terms, including the rent, at any time. All amendments shall be communicated to the Lessee in writing in order to become valid and effective.

24. Order of Application

If the different language versions of these Lease Terms differ from each other or are discordant, the Finnish language version shall prevail and apply.

25. Applicable Law and Dispute Resolution

These Lease Terms and the lease pertaining to them (including the order and order confirmation of the Lessor and Lessee) are construed and governed under the laws of Finland.

All disputes in connection with or arising out these Lease Terms or the lease shall primarily be settled through negotiations between the Lessor and Lessee.

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If the negotiations do not lead to a mutual understanding, disputes regarding undisputed claims of the Lessor shall be settled in the District Court of Vantaa. All other disputes shall be settled by arbitration in Helsinki in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The language of the arbitration shall be English or Finnish as agreed to by the parties.

26. Transfer of the Lease

The Lessor is entitled to transfer all its rights pertaining to these Lease Terms and the lease to a third party. After being informed of such transfer, the Lessee is responsible for making all payments pertaining to these Lease Terms and the lease to the party to which the Lessor has transferred its rights.

The Lessee shall not transfer its rights pertaining to these Lease Terms and the lease to a third party without a written permission given by the Lessor in advance.