

AGREEMENT FOR FREE USE OF PROPERTY

This agreement for the free use of property (hereinafter: **Agreement**) has been concluded on 12 November 2021 in Harju County, between

- (1) **Nordic Spedition OÜ**, registry code 12702919, seat at Piirimäe 8, Tännassilma, Harju County, Estonia, represented on the basis of a power of attorney by **our employee** (hereinafter: **Owner**),
and
(2) **Vedaja OÜ**, registry code **12321452**, address Puu taga 3, Saue, Estonia, represented [on the basis of the statues / a power of attorney] by **Toomas Tool, 380212362125** (hereinafter: **User**),

hereinafter jointly also referred to as Parties and separately as Party, in the following:

1. Object of the Agreement

- 1.1.** Under the Agreement, the Owner shall provide the User with a semi-trailer / semi-trailers to use free of charge. The plate numbers of the trailers shall be laid down in an instrument of delivery and receipt or by any other written means.

Purpose of use: land transport of goods within Estonia and to other countries in Europe according to the respective orders by Nordic Spedition (hereinafter: **Object of use**).

- 1.2.** The Object of use, its essential parts and their condition and any possible additional equipment shall be laid down in an instrument of delivery and receipt. If the deficiencies are not recorded in the instrument, the User shall be responsible for them.
- 1.3.** The User shall use the Object of use only in the manner and for the purpose prescribed in the Agreement and the General Terms and Conditions and for the purposes arising from the nature of the Object of use. The User declares that it has been able to read in detail the General Terms and Conditions that form an integral part of this Agreement, negotiate them with the Owner and obtain prior explanations from the Owner or its own legal adviser, and the User has unconditionally accepted all provisions of the General Terms and Conditions and the rights and obligations arising for the Parties therefrom. The General Terms and Conditions are publicly available at: www.nordicsped.com or directly at <https://nordicsped.com/wp-content/uploads/2021/11/Poolhaagise-tasuta-kasutamise-lepingu-UT.docx.pdf>
- 1.4.** The Parties have agreed that the Agreement shall not be subject to provisions of the Law of Obligations Act concerning lease contracts, and that this Agreement is an agreement for the free use of property which requires no counter-performance, that is, the User shall not pay a fee for the use of the Object of use.

2. Term of the Agreement

- 2.1.** The Object of use shall be granted to the User to use after signature of the Agreement and without a term.
- 2.2.** The Object of use shall be made ready for the User to accept at the time and at the location indicated by the Owner.

3. Entry into force of the Agreement

- 3.1.** The Parties shall deem the Agreement to enter into force upon signature.
- 3.2.** This Agreement has been drawn up and signed in the Estonian language in 2 (two) copies of equal legal power, one for either Party.

Owner:

User:

GENERAL TERMS AND CONDITIONS OF USE OF TRAILERS

1. Definitions

- 1.1. **Owner** – Nordic Spedition OÜ, registry code 12702919, seat at Piirimäe 8, Tänasilma, Harju County, Estonia.
- 1.2. **User** – any person who, under the Agreement concluded with the Owner, has received the Object of use to use free of charge for the term of the Agreement in accordance with the General Terms and Conditions and the provisions of the Agreement and the purpose of use of the Object of use.
- 1.3. **Object of use** – any property belonging to the Owner, which is provided free of charge to the User under the Agreement and for the term of the Agreement.
- 1.4. **Purpose of use** – the purpose of use of the Object of use as provided for in the Agreement, as well as the purpose corresponding to the laws of Estonia and the countries the Object of use drives through, the prudent use of the object according to laws and good practices of the transport sector and use in accordance with the user manual of the Object of agreement or the manufacturer's information materials.
- 1.5. **Agreement** – the special terms and conditions of the agreement concluded between the Owner and the User for the free use of the property, with these General Terms and Conditions as an integral part thereof.
- 1.6. **Party** or Parties – the Owner and the User.
- 1.7. **General Terms and Conditions** – these terms and conditions governing the use of the Object of use and the rights and obligations of the Parties, which the User has been able to thoroughly read of before the conclusion of the Agreement, and to negotiate and obtain detailed and exhaustive explanations from the Owner and, where necessary, the User has independently contacted a legal aid provider to process the General Terms and Conditions.

2. Declarations and liabilities of the User

- 2.1. The User declares that it has sufficient qualifications, competence, experience and skills to use the Object of use in accordance with the laws or good practices of the transport sector and for the intended purpose, and that the User shall not entrust the Object of use to its staff or other persons under its control who do not have the same adequate qualifications, competence, experience and skills.
- 2.2. The User declares that it complies, in all situations, with the Purpose of use and the general requirements for the use of the Object of use, including clause 5 of the General Terms and Conditions, and shall not use or allow its employees or other persons under its control to use the Object in any way for any other purpose, including for the carriage of cargo that is prohibited in Estonia or in countries that the Object of use drives through during the term of the Agreement or for the carriage of cargo that is not suitable for transportation in the Object of use because there is a risk of damaging the Object (e.g. fireworks, living creatures, corrosive liquids and materials or other goods or materials that may scratch or otherwise damage the interior of the Object of use).

- 2.3. The User shall return the Object of use in the same condition as it was in upon acceptance after conclusion of the Agreement and shall bear the costs incurred due to the deterioration of the condition of the Object of use (except normal wear and tear). The User shall be responsible for the wear, damage or loss of any part, accessory or additional equipment of the Object of use by compensating its value to the Owner or ensuring operative replacement thereof with an equivalent original part (including replacing a tyre with an equal one in the event of a tyre break).
- 2.4. In the case of damages to the box and frame of the Object of use, the User shall take the Object, at its own time and cost, to a licensed workshop approved by the manufacturer by the time priorly agreed with the Owner. Such direct and indirect costs shall not be reimbursed to the User.

3. Liabilities of the Owner

- 3.1. The Owner shall grant the Object of use to the User for the term of the Agreement together with any necessary accessories for its use and the additional equipment requested by the User, the composition of which shall be laid down in the instrument of delivery and receipt provided as an annex to the Agreement.
- 3.2. Upon termination of the Agreement, the Owner shall accept the Object of use back by signing an instrument of delivery and receipt with the User setting out the condition of the returned Object of use.
- 3.3. The Owner shall insure the Object of use with motor third party liability insurance and motor hull insurance, and the approximate rates of motor hull insurance which may vary and change are: in the case of theft within the EU, 15–20% of the cost of the Object of use; in the case of restoration following an accident in Estonia: 700 euros, and in the case of restoration following an accident outside Estonia: 1,280 euros.

4. Delivery of the Object of use

- 4.1. The Object of use shall be made ready in the place and at the time specified in the special terms and conditions of the Agreement. To arrange the acceptance, the User shall follow the detailed instructions of the Owner.
- 4.2. Upon expiry or cancellation of the Agreement, the User shall return the Object of use to the Owner by the final date of the Agreement or, in case of cancellation of the Agreement, to a place in Estonia and at a time designated by the Owner within 2 working days at the latest, following the detailed instructions of the Owner.
- 4.3. Upon delivery of the Object of use to the User and later upon its return to the Owner upon expiry of the Agreement, the Parties shall sign the instruments of delivery and receipt which shall lay down the composition and condition of the Object of use and its accessories and additional equipment upon their delivery to the User and upon their return to the Owner.
- 4.4. In the event of disputes concerning the composition or condition of the Object of use, its accessories or additional equipment after the conclusion of the Agreement, the Owner may promptly cancel the Agreement and refuse to deliver the Object of use or immediately demand it back without the User having any right of claim for compensation against the Owner.

- 4.5. In the event of a dispute concerning the composition or condition of the Object of use, its accessories or additional equipment, the Owner shall involve an independent expert whose service costs shall be borne by the User.

5. General requirements for the use of the Object of use

- 5.1. When leaving the Object of use, the User shall lock it and turn on the alarm system if equipped.
- 5.2. The Object of use must be parked in a designated area.
- 5.3. If the Object of use is equipped with a removable radio or radio panel, it must be taken along when leaving the Object of use and stored in a safe place. Safety belts must be used according to the legislation of Estonia or other countries that are travelled through.
- 5.4. The User shall use the fuel suitable for the vehicle, check the level of oil and other liquids after every 1,000 km and add if necessary. In the event of an accident with or a technical failure in the rental vehicle, the lessor shall be informed immediately. The rental vehicle may be taken to a service workshop or for repairs only with the permission of the lessor.
- 5.5. The Object of use may not be used:
- 5.5.1. for the transport of any cargo that is wider or higher than permitted in the registration certificate or in the technical specifications;
 - 5.5.2. for pushing or towing other vehicles (including trailers) and other objects without the consent of the lessor;
 - 5.5.3. for off-roading or driving on roads not intended for the vehicle;
 - 5.5.4. for the transport of goods not properly secured;
 - 5.5.5. for the transport of goods or objects the smell of which damages the vehicle or makes it impossible to rent it out again immediately;
 - 5.5.6. at rallies, test drives and races;
 - 5.5.7. in violation of traffic rules and other applicable rules;
 - 5.5.8. for illegal activities;
 - 5.5.9. for subleasing the vehicle without the consent of the lessor;
 - 5.5.10. for driving in areas prohibited for traffic;
 - 5.5.11. for driving lessons;
 - 5.5.12. for the transport of animals, unless it has separately been agreed on in the special terms and conditions of the Agreement.

6. Liabilities

- 6.1. The User declares that it understands that using the Object of use entails liability for major source of danger and that the User shall compensate the damages caused to the property of the Owner or to a third person by using the Object of use.
- 6.2. The User shall be liable for the purposeful use of the Object of use and for preserving the condition of the Object of use according to clauses 2.2.–2.4. of the General Terms and Conditions by compensating the Owner for any damages arising from violation of these requirements which are not covered by the Owner's traffic or motor hull insurance (the User shall also compensate the full deductible).
- 6.3. The User shall be liable for the insurance and safety of the cargo carried in the Object of use and for the risk involved in preservation of the cargo. In the event of a defect in the Object of use, the Owner shall not be liable for the damage or destruction of the cargo carried in the Object of use if there is a causal relationship.

- 6.4. In the event of a violation of the purpose of using the Object of use, the User shall also compensate the Owner for any fines, precepts, penalty payments, etc. which an authority of Estonia or another country that the Object of use travels through has imposed on the Owner during the term of the Agreement due to the fact that the Owner is the owner of the Object of use.
- 6.5. In the event of a violation of any of the provisions of clauses 2, 4, 5 or 8 of the Agreement or the General Terms and Conditions by the User, the Owner may demand that the User pay a contractual penalty of 200 euros per case, which shall not exempt the User from the obligation to compensate for the remaining part of the damage if a claim for damages is made.

7. Cancellation

- 7.1. The Owner shall have the right to cancel the Agreement by e-mail, text message or other commonly used social media messages if the User violates any of the following essential conditions: Any provision of the special terms and conditions of the Agreement, or clauses 2, 4, 5 or 8 of the General Terms and Conditions.

8. Resolution of disputes

- 8.1. The Parties shall settle disputes arising from the performance and interpretation of the Agreement and the General Terms and Conditions by negotiations.
- 8.2. If the negotiations have failed to resolve the conflict within two (2) months or, if neither of the Parties takes substantive steps to negotiate, then even earlier, either Party may refer the dispute to Harju County Court.