

## **CONDITIONS OF USE OF THE EQUIPMENT**

### **Normal use by a customer (ET.05.SE.02.E)**

*Valid from 20 January 2016*

#### **1. General Provisions**

- 1.1 These Conditions of Use of the Equipment (hereinafter referred to as the Conditions) of Telia Eesti AS (hereinafter referred to as Telia) are applicable to Customers who have concluded the Equipment Use Agreement (hereinafter the Agreement) with Telia for the use of equipment belonging to Telia (hereafter referred to as the Equipment) in accordance with these Conditions.
- 1.2 The relations between the Parties shall be guided by the Customer Agreement, the General Conditions, the Price List, the Agreement, applicable campaign conditions and the Conditions. In regard to issues not governed by the Conditions (including amendments to the Conditions), the Parties shall be guided by the provisions of the Customer Agreement and the General Conditions (hereinafter referred to as the General Conditions).

#### **2. Conditions of use of the Equipment**

- 2.1 Telia shall transfer the Equipment to the use of the Customer for the purposes of using the product or service of Telia as specified in the Agreement.
- 2.2 The Customer shall have to:
  - 2.2.1 Use the Equipment prudently and for its designated purpose, adhering to the requirements prescribed in the technical documentation and/or user manual of the corresponding Equipment in using the Equipment;
  - 2.2.2 Ensure the proper use, upkeep and maintenance of the Equipment at its own expense in such a way that the theft, loss, destruction, deterioration of and/or damage to the Equipment (including mechanical damage, damage caused by humidity or liquids, by thunder and/or as a result of any similar events) would be prevented;
  - 2.2.3 Notify Telia as soon as possible but no later than within 7 (seven) calendar days of any of the circumstances specified in clause 2.2.2 of the Conditions becoming evident;
  - 2.2.4 Return the Equipment to Telia pursuant to the Agreement and in accordance with the provisions of the Conditions.
- 2.3 If during the Period of Use of the Equipment any failure or deficiency impeding the proper use of the Equipment should become evident that is not caused by the violation of obligation provided in clause 2.2.2 of the Conditions, Telia shall eliminate the failure or deficiency of the Equipment at its own expense and within a reasonable time period. A reasonable time period is deemed to be to eliminate the failure of the Equipment or to offer the Customer the option to have the Equipment replaced within the next business day from the receipt of the Customer's respective request by Telia.
- 2.4 If the Equipment has been destroyed, lost or stolen or any failures or deficiencies have become evident regarding the Equipment that has been caused by any act or omission of the Customer in using the Equipment (including mechanical damage, damage caused by humidity or liquids, by thunder), Telia shall have the right to request that the Customer pay compensation for damages in the amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover.
- 2.5 In case of breach of the Agreement, the Customer shall be held liable for the breach of the Agreement even in the case of excused non-performance of the Agreement.

#### **3. Delivery and receipt of the possession of the Equipment**

- 3.1 The Equipment shall be deemed to have been received by the Customer and the direct possession transferred from Telia to the Customer depending on the means of delivery of the Equipment, whether on the basis of the Agreement, the instrument of delivery and receipt of the Equipment or any other document verifying the delivery and receipt of the Equipment (e.g. delivery note) or any other act verifying the receipt of the Equipment (e.g. receiving the Equipment through an automated parcel terminal using a personal door code combination). The risk for accidental destruction or deterioration shall be transferred from Telia to the Customer at the moment of receipt of the Equipment.

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- 3.2 Upon the receipt of the Equipment, the Customer shall verify the condition and the normal proper functioning of the Equipment as soon as possible but no later than within 7 (seven) calendar days from the date of receipt of the Equipment. The Customer shall notify Telia of any issues relating to the condition or functioning of the Equipment within 7 (seven) calendar days from the receipt of the Equipment.
- 3.3 If the document constituting the basis of the receipt does not contain the serial number of the Equipment, the serial number of the Equipment delivered to the Customer shall be accessible for the Customer when the Customer logs in to the Customer e-service portal on the Homepage [www.telia.ee](http://www.telia.ee).

#### **4. Conditions of return of the equipment**

- 4.1 The Customer shall have to return the Equipment to Telia in the same condition and completeness as the Equipment was received, taking standard depreciation into account.
- 4.2 If the Agreement specifies the location of the Equipment as the return location of the Equipment, the Customer shall notify Telia within 7 (seven) calendar days from the expiry of the Agreement regarding the specific Equipment, business day and time that the Equipment shall be made available by the Customer to be taken away by an authorised Telia representative. If the Customer fails to communicate the time for the return of the Equipment to Telia within the aforementioned term, Telia shall notify the Customer of the time the Equipment shall be taken away and the Customer shall have to ensure the accessibility of the Equipment for Telia at the time set by the latter.
- 4.3 If the Agreement specifies any Telia's store as the return location of the Equipment, the Customer shall return the Equipment to any Telia's store within 30 (thirty) calendar days of the expiry of the Agreement regarding particular Equipment. If the Customer and Telia have agreed that the return of the Equipment shall take place at the location of the Equipment as an exemption to the aforementioned, Telia shall have the right to request compensation from the Customer for incidental costs (e.g. technician's visit, courier fees, etc.).
- 4.4 If the Customer has failed to return the Equipment or has not made the Equipment accessible to Telia within 30 (thirty) calendar days from the expiry of the Agreement, it shall be deemed that due to the delay Telia has lost any interest in the return of the Equipment. In such a case, Telia shall waive the return of the Equipment claim and Telia shall have the right to demand that the Customer pay compensation for damages in the amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover by the return of the Equipment.
- 4.5 The Parties have agreed that Telia shall have the right to verify the condition of the Equipment within 30 (thirty) calendar days from the returning of the Equipment to Telia by the Customer. If it becomes evident that the Equipment delivered by the Customer has been damaged or deteriorated (including the damage caused by thunder or water), Telia shall have the right to demand that the Customer pay compensation for damages in the amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover by the return of the Equipment.
- 4.6 Telia shall submit an invoice to the Customer for the compensation for damages or any other amounts and the Customer shall have to pay the invoice by the due date indicated on the invoice.

#### **5. The term and cancellation of the Agreement**

- 5.1 The Agreement regarding the particular Equipment shall enter into force at the date of conclusion of the Agreement and is entered into for an unspecified term.
- 5.2 Both Parties shall have the right to cancel the Agreement regarding particular Equipment at any time by notifying the other Party of this decision at least 5 (five) calendar days in advance.