

# **RENT FOR A BUSINESS CUSTOMER**

#### 1. General information



- 1.1. Terms and conditions of renting apply to clients who have entered into a rental contract (hereinafter the "Contract") for renting a device belonging to Telia (hereinafter the "Device") for the purpose of using Telia's service.
- 1.2. In the event of matters that have not been set out in the terms and conditions of renting, the Client and Telia shall rely on the customer contract, general terms and conditions, price list, the Contract and other standard terms referred to by Telia (e.g. campaign terms, etc.).

## 2. Delivery of the Device



- 2.1. Telia shall deliver the Device to the Client either on the basis of the Contract, a deed, delivery note, or other document that verifies the delivery of the Device or an act that confirms the receipt of the Device (e.g. pick-up from parcel machine).
- 2.2. The risk of accidental destruction of the device or damage to the device shall transfer from Telia to the Client at the moment of receipt of the Device by the Client.
- 2.3. Upon receipt of the Device, the Client shall ensure the functionality of the Device and notify Telia of any deficiencies discovered within 7 days of receiving the Device.

### 3. Conditions for the use of the Device



- 3.1. Telia shall rent the Device to the Client on the basis of the monthly fee (hereinafter the Rental Fee) set out in the Price List.
- 3.2. The Client:
- 3.2.1. shall pay the Rental Fee for use of the Device on the basis of the invoice issued by Telia, starting from the day of receipt of the Device;
- 3.2.2. The Rental Fee must also be paid if the Client does not have the opportunity to use the services offered by Telia (including the temporary suspension of the Contract due to implementation of the service, limitation of the service due to the arrears of the Client or due to service failure):
- 3.2.3. The Client shall use the Device prudently and in accordance with the purpose of the Device. The Client shall take measures at his/her own cost to avoid the theft, loss, destruction of the Device or damage to the Device (incl. mechanical damage, damage due to humidity or liquid, damage due to lightning, etc).
- 3.3. Telia shall eliminate at its own cost those faults with the Device that were not caused by the failure of the Client to fulfil the obligations set out in the Contract. In this case, Telia shall repair the Device or offer to replace the Device within the next working day after receipt of the notice from the Client. Failure of a third-party service to function on the Device is not considered a deficiency. Telia ensures the operation of the Device only in connection with Telia's services. The Client shall notify Telia of a fault or a deficiency with the Device within 7 days of discovery of the fault.
- 3.4. In the event that the Device has been destroyed, lost, stolen, or the Device is not working due to reasons for which the Client is deemed responsible, the Client shall pay damages for violation of the Contract to the extent set out therein.
- 3.5. Upon violation of Contract, the Client shall be responsible before Telia even in the case that



the violation was excusable.

- 3.6. The Client may not sublet the Device without the prior written consent of Telia.
- 3.7. Telia has the right to limit the number of Devices rented to the Client.

#### 4. Return of the Device



- 4.1. The Client must give notice to Telia in order to cancel the Contract. The Contract is deemed to have expired upon immediate purchase of the Device or upon return of the Device and its accompanying components (e.g. cable, remote control, etc.) to Telia in the manner specified in the Contract.
- 4.2. The Device can be returned via a parcel machine on the basis of the code received from Telia or in any other manner of which Telia has informed the Client. The Device is deemed to have been handed over to Telia via a parcel machine from the moment of delivery to Telia or upon Telia issuing an act, movement form or other document certifying the acceptance of the device or performance of an act.
- 4.3. If the Contract specifies the location of the Device as the place of return of the Device, the Parties shall agree on the working day and the time when Telia can remove the Device from the location of the Client. The Client must provide Telia with access to the Device at the allotted time. If the Client has not ensured access for Telia to remove the Device on two consecutive agreed times, Telia has the right to demand damages from the Client in the amount specified in the Contract, which will be added to the Client's next periodic invoice.
- 4.4. Telia may require the Client to pay additional expenses (e.g. visit fee of a technician, courier fee, etc.) in regard to the return of the Device.
- 4.5. If the returned Device is broken or damaged or the Device lacks its accompanying components due to reasons for which the Client is responsible, Telia has the right to require damages from the Client for violation of the Contract to the extent set out therein and payment of additional damages for the part not covered by the initial payment of damages within 30 days of the discovery of the condition of the Device.
- 4.6. Telia shall issue an invoice to the Client for payment of damages and other fees arising from the Contract, which the Client shall pay by the date set out therein.

#### 5. Term and termination of the Contract



- 5.1. The contract for a particular Device enters into force from the date the Contract has been concluded and it is valid until the return of the Device to Telia.
- 5.2. Telia may unilaterally and exceptionally terminate the contract either in full or in regard to a specific Device by notifying the Client thereof at least 5 days in advance, in the case that:
- 5.2.1. the Client has violated the terms and conditions of the Contract (incl. has failed to pay the Rental Fee on three consecutive payment dates);
- 5.2.2. the Client has incurred a debt to Telia arising from other contracts, or;
- 5.2.3. bankruptcy proceedings are commenced in regard to the Client.
- 5.3. The Client has the right to terminate the Contract in regard to a specific Device at any time by notifying Telia of this at least 5 days in advance and by purchasing the Device outright or returning the device to Telia.

