

Rental term and conditions for Tuplakasi's personal watercraft rental: Jet skis and trailers.

In these terms and conditions, Rental Company refers to Tuplakasi's jet ski rental, and Renter refers to the party renting the equipment.

1. DELIVERY AND RETURN OF JET SKI

- The Rental Company will hand over the jet ski (and any trailer) in working order at the agreed time and location. The Renter agrees to be at the location and time that is agreed when making the reservation to receive the jet ski (and possible trailer). If the Renter does not receive the jet ski due to an error made by the Rental Company, he or she is entitled to a discount of the rental fee.
- The Rental Company is obliged to provide the Renter with adequate guidance and instructions on the use of the jet ski (and any trailer) upon delivery.
- The jet ski (and any trailer) must be returned to the agreed location at the end of the agreed rental period. The fuel tank of the jet ski must be filled (See paragraph 6). The watercraft must be returned within the agreed rental period.
- If the Renter returns the jet ski before the agreed end of the rental period, there will not be a refund for the unused time. If the Renter exceeds the agreed rental period, the charge for the waiting time will be 120€/h.
- Upon delivery of the watercraft, the Renter must present a valid driver's license or other identity card.

2. USING A JET SKI

- The Renter is obliged to take care of the watercraft (and any trailer) as well as a meticulous person would take care of his or her own watercraft and to exercise special care and caution when riding. When using a jet ski, the Renter shall take into account others on the water and comply with applicable laws and regulations.
- The Renter is responsible for ensuring that the operator of the jet ski (and any trailer) has sufficient knowledge and skills to handle the jet ski (and any trailer). The Renter is responsible for any

damage to persons or property occurring on the water and uses the device entirely at his or her own risk.

- The jet ski is handed over to the customer with the accessories listed on to the accessory list. When receiving the equipment, the Renter must check its external condition to prevent disputes on the time when possible damage has occurred.
- The Renter must be an adult (18 years of age). The jet ski shall not be operated by anyone under the age of 15.
- If the jet ski (and any trailer) is left unattended, it must be locked.
- The jet ski (and any trailer) may not be rented to a third party or used for competitive activities. Taking the jet ski (and possible trailer)) outside the borders of Finland is absolutely prohibited.

3. INSURANCE

- In case of accident/damage, the jet ski has a deductible of €2,500 and the trailer has a deductible of €1,000.
- There is insurance for rental use on the jet ski covering fire, theft, vandalism and transport. The trailer is covered by motor liability insurance.
- The Rental Company does not provide liability insurance for persons or the Renter.
- The Renter is relieved of liability if the Rental Company receives full compensation for the damage on the basis of insurance or from the party which caused the damage.

4. PAYMENT OF RENT

- Rental prices include the right to operate a jet ski and wear life jackets, and includes the aforementioned insurance and the possibility to use a trailer, depending on availability.
- Payment is made in advance by card or cash.

5. FUEL AND JET SKI MAINTENANCE

- The renter pays for the fuel he or she needs. The jet ski must be returned with a full tank of fuel. **Use only petrol of 98E grade as fuel.** The renter is responsible for any damage caused by the use of the wrong grade of fuel. If the jet ski is returned with less than a full tank of fuel, the Rental Company has the right to charge the Renter 2.5 €/litre.
- During the rental period, the renter is obliged to carry out normal checks on the jet ski, such as the amount of engine oil, and if the jet has drain plugs on the rear floats, they must be closed when the jet ski is in the water.

6. INSTRUCTIONS FOR USING THE JET SKI

- **Never ride a jet ski in water that is less than one metre deep!** When landing on a shallow shore, the engine must be switched off early enough.
- If you land on sand, switch off the engine in water that is at least one metre deep to avoid damaging the turbine system. The engine must not be started in shallow water/sand. The Renter is responsible and liable if the turbine system is damaged as a result of negligence.
- If warning lights come on in the instrument cluster, the Renter is obliged to inform the Rental Company immediately in order to avoid any further damage. The Renter is liable for damages that could have been prevented.
- The laws and regulations of waterborne transport must be observed.
- The operator of the jet ski and others on board must always wear life jackets when using a jet ski. The operator shall have an emergency switch connected to his or her life jacket or wrist.
- When reversing with a jet ski, the throttle must not be pushed all the way down.

- The jet ski must not be towed, and it must not be used to tow.
- Smoking on a jet ski is prohibited.
- When docking a jet, fenders must be used between the dock and jet ski.
- Stay out of prohibited areas, and slow down in ports and no-wake zones and where speed limits apply.

7. INSTRUCTIONS FOR USING TRAILERS

- The jet ski must be attached to the trailer with a separate cargo (tie down) strap.
- The trailer must be backed far enough into the water until the horizontal supports of the trailer are below the water level. The plug for the trailer lights on the rear of the car or truck must be disconnected, and the rear lights of the trailer must be released into the up position before backing into the water.
- Launching and loading the jet ski with a trailer is permitted only from official boat launching sites.

8. RENTER'S LIABILITY FOR THE JET SKI (AND ANY TRAILER) AND ITS ACCESSORIES DURING THE RENTAL PERIOD

The Renter is fully liable to:

- Compensate for damage and total loss occurring during the rental period to the jet ski (and any trailer) and its accessories.
- Compensate for parts and accessories of the jet ski (and possible trailer) lost during the rental period. The accessory list is checked when the jet ski is handed over to the Renter and when it is returned.
- The Renter is liable for all costs of fines, parking fees and overload fees incurred in the use of the jet ski (and any trailer) during the rental period.

Renter's liability for all damages:

- If the jet ski (or trailer, if any) is damaged due to the Renter's negligence, carelessness or misuse, the Renter shall be liable for the repair costs of the device.
- If the jet ski incurs damage not covered by the jet ski insurance or resulting from:
 - taking the jet ski beyond Finland's borders, or
 - the intention, negligence or carelessness of the Renter or a person to whom the Renter has provided the jet ski,
 - the use of the jet ski under the influence of alcohol or other intoxicating substances,
 - the use of the jet ski for criminal purposes, competition or other activities in breach of this Agreement.
- The Renter shall be liable for the damage in full, including loss of rental income while the jet ski cannot be rented, but not more than 30 days.

Renter's release from liability:

- The Renter is relieved of liability if the Rental Company receives full compensation for the damage on the basis of insurance or from the party which caused the damage.

9. ACCIDENTS

- The Renter shall immediately inform the Rental Company of any technical failure of the jet ski (and any trailer) or theft of, or damage to, the jet ski (and any trailer). The Rental Company shall not be liable for an interruption of a trip due to a technical failure of the equipment.
- Personal injuries, theft or, if the culpability of the person causing the damage is unclear, must also be reported to the police immediately.
- If the renter fails to make the above mentioned notifications, he or she will be liable to the Rental Company for the resulting damage.

10. TERMINATION OF THE CONTRACT

- The Rental Company has the right to terminate this contract before or during the rental period if the Renter is in material breach of this agreement or if the Rental Company is of the opinion that the Renter is not able to handle the jet ski properly. Any expenses incurred by the Renter will not be reimbursed.
- The Rental Company has the right to terminate this contract before the start of the rental period if the jet ski is not available due to force majeure independent of the Rental Company. In this case, the Renter is entitled to a full refund of the rent paid. Any expenses incurred by the Renter will not be reimbursed.
- The Renter is entitled to require the termination of this contract as a result of a force majeure or a technical failure which occurs before the start of the rental period.

11. INTOXICANTS AND THE JET SKI

- The jet ski will not be handed over to a person who has consumed alcohol or is otherwise intoxicated, and it must not be operated while under the influence of alcohol or other intoxicants. In the event of damage, the Renter is fully liable and the Rental Company shall not be liable for the incident.

12. DISPUTES RELATING TO THE AGREEMENT

- If a dispute cannot be resolved by negotiation between the parties and the customer is a private renter, he or she may refer the matter to the Consumer Disputes Board. If disputes are brought before a court of law, the action must be brought before the court of first instance of the Renter's place of residence, unless the Renter wishes to bring an action before the general district court of the domicile of the Rental Company. If the Renter is a business, the action is always brought before the court of first instance of the Renter's domicile.