

24. Definitions

24.1. For the purpose of the Contract, the words and expressions written in capital letters are used in the following meaning, unless the context indicates requires:

Invoice means a document provided by the Lessor to the Lessee, containing amounts payable. The Lessor has the right to charge a fee as per Price List for sending Invoices by post.

Price List means the rates that the Lessor has established for the provided services. The Lessor has the right to make changes to the Price List. The Price List is made available at all AS SEB Pank offices and on the website of the bank.

Interest means the monthly fee expressed in percentage payable by the Lessee to the Lessor on the expenditures made for acquiring the Lease Object and on other services agreed upon in the Contract.

Insurance Premium means the amount payable by the Lessee to the Lessor for insuring the Lease Object on the terms and conditions specified in the insurance contract and/or the Contract.

Balance of Insurance Premiums means the unpaid part of Insurance Premiums paid in staggered instalments by the Lessor to the Lessee.

Credit Balance means the part of Credit unpaid to the Lessor by the Lessee.

Value Added Tax means the state-imposed tax applicable to the amounts payable under the Contract in accordance with law, the payment obligation of which will be created to the Lessee when turnover is generated. The Lessee shall pay the Lessor Value Added Tax based on the Invoice issued by the Lessor by the date specified in the Invoice.

Contract means the lease contract concluded between the Lessor and the Lessee together with the annexes to the Contract and the General Terms and Conditions.

Contract Fee means a single fee payable by the Lessee to the Lessor as reimbursement for the actions and costs incurred in connection with conclusion of the Contract.

Unit of Contractual Penalty means the amount serving as basis for the calculation of the contractual penalty.

Lessor means AS SEB Liising.

Lease Object means the movable property described in the Contract which the Lessor purchases from the Seller determined by the Lessee.

Price of the Lease Object or Credit means the price together with taxes of the Lease Object that the Lessor has to pay to acquire the Lease Object.

Lessee means a person who has concluded the Contract with the Lessor.

Payment Schedule means the time schedule for paying the Lease Payments.

Payment Date means the day when the Lease Payment or any other contractual sum is to be received by the Lessor.

Contract of Sale means a contract to be concluded between the Seller and the Lessor upon the Lessee's request, the relevant terms and conditions of which are established in the Contract.

Seller means the person from who the Lessor purchases the Lease Object.

Party means the Lessee or the Lessor.

Parties means the Lessee and the Lessor.

24.2. A word in singular also means plural and *vice versa* if so indicated by the context.

25. Obligations of the Lessor

25.1. The Lessor shall obtain the Lease Object from the Seller determined by the Lessee under the terms and conditions of the Contract after the Contract Fee is paid and downpayment is received.

25.2. The Lessor shall not prevent the Lessee from using and possessing the Lease Object, except in cases as stipulated in the Contract or legislation.

25.3. The Lessor shall be liable to the Lessee for the nonconformity of the Lease Object with the terms and conditions of the Contract only if the Lease Object or the Seller thereof was selected by the Lessor.

26. Purchase and Acceptance of the Lease Object

26.1. The Lessee confirms to have examined thoroughly the condition of the Lease Object before signing the Contract and wishes the Lessor to acquire the Lease Object under the terms and conditions specified in the Contract.

26.2. The actual transfer of possession of the Lease Object shall be made directly from the Seller to the Lessee based on an instrument of delivery and receipt, which forms part of the Contract. If the Seller or the Lessee does not submit the instrument of delivery and receipt to the Lessor within three working days from handing over the Lease Object, the Lease Object will be considered accepted by the Lessee after the delivery of the possession. If the Lessee delays unreasonably in accepting the Lease Object or in performing other acts necessary to fulfill the handing over obligation of the Seller, the Lessor has the right to cancel the Contract.

26.3. The risk of accidental destruction to, loss of, and damage to the Lease Object and the liability of the possessor of greater hazard shall transfer to the Lessee upon acceptance of the Lease Object or from the moment if the Lessee delays unreasonably in accepting the Lease Object or in performing some other act that is necessary for the Seller to fulfill the Seller's obligation to hand over the Lease Object.

26.4. If the Seller violates the Contract of Sale, the Lessee shall be entitled to file a claim against the Seller. Whereas the Lessee shall have the rights and obligations of the buyer, except for the obligation to pay for the Lease Object and the right to demand transfer of the ownership of the Lease Object. The Lessee can exercise the right of withdrawal from the Contract of Sale only upon prior written consent of the Lessor.

26.5. If the Lease Object does not meet the agreed conditions, the Lessee shall demand the Seller to remedy the defects. If the Seller refuses to remedy the defects, the Lessee proposes the Seller an independent expert examination to be conducted. If the expert examination or the court identifies that the Lease Object complies with the conditions, the Lessee shall accept the Lease Object and cover all costs and damages incurred in connection with the refusal to accept the Lease Object.

26.6. If the replacement of the Lease Object requires amending the Contract or the Contract of Sale, the Lessee shall inform the Lessor thereof prior to the acceptance of the replacement Lease Object. Upon violation of this obligation, the Lessor has the right to change the Contract unilaterally and exercise the legal remedies stipulated in the Contract.

26.7. If the Lessee accepts the Lease Object irrespective of its defects, the Lessee will bear all the costs incurred in connection with remedying the defects of the Lease Object, unless the Seller remedies the defects.

26.8. All costs in connection with the registration, acceptance, transportation, commissioning, and other costs related to the purchase and taking into use of the Lease Object (incl. taxes, state levies, bank service charges, customs duties, costs due to changes in exchange rates, etc.) shall be borne by the Lessee, unless the Seller has assumed such obligation. If the Lessor has covered the costs themselves, the Lessee shall compensate the costs to the Lessor.

26.9. If the Lease Object is an object subject to registration, then before the Lessee can accept it from the Seller, the Lessor must be the owner of the Lease Object in the relevant registry, the Lessee must be the responsible user and the person(s) indicated by the Lessee must be the user(s). The Lessee performs the necessary acts at its own cost, unless otherwise agreed with the Seller.

27. Use of the Lease Object

27.1. The Lessee must use the Lease Object carefully, sparingly, and rationally according to the intended purpose of use of the Lease Object. The Lessee is liable for the preservation and good condition of the Lease Object as from the moment of transfer of the risk of accidental destruction, damage, and loss of the Lease Object to the Lessee until termination of the Contract.

27.2. The Lessee may not alter or modify the Lease Object without prior written consent of the Lessor, except in the case provided for in Clause 27.3. In addition, it is prohibited to connect the Lease Object with another item in a way that it becomes inseparable from it without damaging the Lease Object or other item or in a way that converts the Lease Object into an accessory of such an item.

27.3. The Lessee may improve the Lease Object at its cost so that the improvement does not damage the condition of the Lease Object and provided it can be severed from the Lease Object without damaging the same. Upon return of the Lease Object, the Lessor shall not compensate the Lessee the cost of these improvements.

27.4. The Lessee may not, without prior written consent of the Lessor, sublease the Lease Object to a third person. If the Lease Object is a vehicle, the Lessee may not, without prior written consent of the Lessor, use it for taxi or other passenger transport service for charge or in motor sports or for any other special purpose which can significantly increase the risk of damaging or destruction of the Lease Object.

27.5. In possessing, using, maintaining, and repairing the Lease Object and in other cases, the Lessee shall comply with the conditions of the Seller, manufacturer of the Lease Object, the Lessor and the insurer, and conditions prescribed in legislation.

27.6. The Lessor may inspect the operation of the Lease Object either personally or through third persons and demand from the Lessee the presentation of documents in connection with the use of the Lease Object. If in course of the aforementioned inspection a material violation of Contract is detected, the Lessor shall be entitled to demand the Lessee compensation for the costs in connection with the said inspection and apply the legal remedies specified in the Contract.

27.7. The Lessee shall bear all costs and damages incurred in relation to the Lease Object or to the activity of the Lessee (incl. the costs incurred in relation to possessing, using, maintaining, repairing, and returning the Lease Object, compensate the damages caused to third persons, pay all penalties, taxes, and other claims). If the Lessor has borne the costs themselves or compensated the damage, the Lessee shall compensate them to the Lessor.

27.8. The Lessee shall immediately notify the Lessor of all circumstances interfering with the possession or use of the Lease Object and take immediate measures to eliminate such circumstances.

27.9. Any obstructions to the possession or use of the Lease Object or damage to the Lease Object shall not give the Lessee any grounds to refuse fulfilment of obligations or reduce the Lease Payments.

27.10. The Lessor has the right to claim the Lease Object from any unlawful possession, demand the elimination of circumstances hindering the use of the Lease Object and compensating damage to the Lease Object by other persons, incl. the Lessee. Furthermore, the Lessor has the right to establish restrictions to the use of the Lease Object if the Lessee has failed to provide due insurance for the Lease Object or if there are sufficient grounds to believe that the preservation of the Lease Object either in full or to a certain part is at risk.

27.11. The Lessee shall not dispose of the Lease Object (incl. transfer, encumber). The Lessee shall inform the relevant third person about the fact that the Lease Object belongs to the Lessor.

27.12. If the change of the owner of the Lease Object is subject to registration, the Lessee shall perform the necessary acts at its own cost within five working days after the change of the owner of the Lease Object occurred or within another term stipulated by legislation. The Lessor has the right to notify the registrar of transfer of the Lease Object that may cause the Lease Object to be deleted temporarily from the register, and all related costs shall be borne by the Lessee.

28. Late Penalty

28.1. If the Lessee delays with fulfilling any financial obligations, the Lessee shall pay the Lessor a Late Penalty for each day of delay pursuant to the rate as established in the Contract. Late Penalty is not calculated on delay with the payment of interest.

28.2. The Late Penalty shall be calculated as of the day following the Payment Date until the actual payment day (included).

28.3. If due to the delayed performance of the obligation by the Lessee the Lessor has incurred a loss, the Lessee shall, besides the payment of Late Penalty, reimburse immediately also for the caused damage.

29. Prevention of Money Laundering and Terrorist Financing

29.1. For preventing money laundering and terrorist financing, the Lessor has the right:

29.1.1. to ask information about the Lessee, its representatives, owners and ultimate beneficiaries, and the business activity of the Lessee, incl. data on its contractual parties, turnover, share of cash, and non-cash transactions, frequency of transactions, etc.;

29.1.2. for ascertaining the legal origin of funds or assets used in the transaction, to ask from the Lessee documents and data, serving as grounds for the transaction (contracts of sale, contracts for services, consignment notes, customs documents, etc.) and data on the transaction party or any other person connected with the transaction. If the Lessee fails to present documents and data or if based on the presented data or documents the Lessor suspects illegal transactions or money laundering or terrorist financing, the Lessor will be entitled to refuse to carry out the transaction or return the funds to the remitter;

29.1.3. verify on regular basis the information gathered for the fulfilment of diligence measures, prescribed in law, incl. accuracy of data serving as grounds for the identification of the Lessee and demand from the Lessee presentation of the respective data and documents.

29.2. The Lessee is obliged to present to the Lessor the information and documents referred to in Clauses 29.1.1.–29.1.3. Upon violation of the obligation, the Lessor has the right to cancel the Contract.

30. Applicable Law and Settlement of Disputes

30.1. The Contract is governed by the law of the Republic of Estonia.

30.2. In case of a dispute concerning the condition or value of the Lease Object, the Parties shall seek for an expert opinion in the matter. If the Parties are not able to reach an agreement in appointing an expert, either Party shall name its expert, who shall together form a committee of experts and shall select a third expert as chairperson of the committee. The cost of expertise shall be borne by the Party whose view the experts do not agree with, or if the experts did not agree with the views of both Parties, the cost of expertise is divided between the Parties in proportion pursuant to the conclusions of the expert opinion. The cost of expertise is paid to the person that carried out the expertise or the other Party if the latter paid for the relevant costs.

30.3. All disputes in connection with the Contract which the Parties are not able to settle by negotiations shall be referred to the Harju County Court (if not stipulated otherwise by legislation). This clause shall be effective even if the Lessee has moved abroad after entry into the Contract or transferred there its place of business or registered office or the place of business, registered office or place of residence is not known to the Lessor at the time of filing an action. If the Lessee is a legal person, the limitation period for assertion of a claim arising from the Contract is 5 years.