

RAMI RISK GUARANTEE

1. Definitions

- 1.1. RAMI Risk Guarantee – an agreement on reduction of financial liability stipulated in the Lease Contract related to damages or complete destruction of the equipment leased by the Lessee during the lease term is to be concluded along with the Lease Contract between Ramirent Baltics AS (Lessor) and the Lessee.
- 1.2. RAMI Risk Guarantee Provisions – provisions which stipulate loss events and situations where the Lessee is subject to a reduced financial liability.

2. General Provisions

- 2.1. The agreement on RAMI Risk Guarantee shall be effective provided that the deed of conveyance of the Equipment contains a statement regarding RAMI Risk Guarantee and the Lessee has concurrently transferred an additional payment for the use of RAMI Risk Guarantee to the Lessor.
- 2.2. By concluding the agreement on RAMI Risk Guarantee the Lessee may reduce its liability for damaged or destroyed Equipment referred to in Clauses 5.7, 6.3, 6.9.2, and 6.9.3 of the Lease Contract.
- 2.3. The conclusion of the agreement on RAMI Risk Guarantee is not a mandatory requirement. If such agreement is not concluded, the Lessee shall be fully liable for the Equipment in accordance with the Lease Contract.
- 2.4. The Lessor shall issue the relevant invoice for RAMI Risk Guarantee, VAT is to be added to the price of RAMI Risk Guarantee.
- 2.5. RAMI Risk Guarantee shall be effective only in such case if the Lessee has settled the payment for RAMI Risk Guarantee within the deadline specified in the invoice.
- 2.6. RAMI Risk Guarantee shall be concluded for the entire Equipment lease term.
- 2.7. RAMI Risk Guarantee shall be applied only in such case if the Lessee does not receive damage compensation pursuant to the insurance contract of the Lessee or it has not concluded an insurance contract. The Lessee shall always inform its insurer on the occurrence of loss and shall inform the Lessor on the insurance contract. RAMI Risk Guarantee shall be secondary at all times, whereas the loss insurance contract concluded by the client shall be primary.

RAMI Risk Guarantee Provisions

1. RAMI Risk Guarantee shall apply to the Equipment specified in the deed of conveyance that has been transferred in the possession of the Lessee pursuant to the Lease Contract.
2. RAMI Risk Guarantee shall be effective for as long as the Equipment is located in the territory of Latvia.
3. RAMI Risk Guarantee shall be effective throughout the Equipment lease term.
4. RAMI Risk Guarantee shall be effective only in respect of the financial liability of the Lessee against the Lessor that arises from the Lease Contract provisions, and in the event of damaged Equipment shall be equal to the repair costs of the Equipment, whereas in the event of destruction thereof – equal to the value of the Equipment.
5. In accordance with RAMI Risk Guarantee Ramirent undertakes to reduce the financial liability of the Lessee arising from the Lease Contract that has resulted from any sudden and previously unforeseen damage or destruction of the Equipment, except the following cases and circumstances:
 - 5.1. the loss was caused intentionally by the Lessee or resulted from a malicious intent or gross negligence of the Lessee;
 - 5.2. the loss was caused by incorrect and inappropriate working methods or non-compliance with the installation and operating instructions, laws and regulations, Lease Contract provisions;
 - 5.3. the loss or event was caused by a criminal offence or criminal acts, including, but not only, a theft and burglary;
 - 5.4. the loss caused by extreme weather conditions (for example, flood, storms, fluctuations in water level, ice drifts, etc.);
 - 5.5. the loss is related to blasting work, work at underground mines, objects floating below or on water;
 - 5.6. the loss caused as the result of explosions, acts of war, armed hostilities, strike, radioactive substances and other similar circumstances or events;
 - 5.7. the loss related to damages of components subject to a regular change, for example, tyres, drills, blades, saws or other cutting blades, wire ropes, belts, chains, batteries, connection wires and cables, flexible pipes and similar components provided that this is the only damage of the Equipment;

- 5.8. the loss caused by minor external Equipment defects such as scratches or cleaning up graffiti;
 - 5.9. the loss caused or cleaning costs resulted from sandblasting tool, colouring, plaster or performance of similar works, causing significant dirt on the Equipment;
 - 5.10. the loss caused to third parties of the Lessee;
 - 5.11. the conditions referred to in Clauses 6 and 7 are not complied with;
 - 5.12. the Lessee submits false information;
 - 5.13. it is not possible to estimate the damage caused or the circumstances leading to the cause thereof.
6. The Lessee undertakes to notify the Lessor on the occurrence of the Equipment damage without any delay, but not later than within 24 h after the occurrence or finding out about such occurrence, as well as shall carry out the following activities:
 - 6.1. to take such measures that facilitate the prevention of increase in the caused loss, maintain overall safety and preserve property;
 - 6.2. to act in accordance with the procedures prescribed in laws and regulations and, depending on the nature of the accident, immediately report to the police, fire and rescue service or another institution responsible for performance of the relevant rescue works or the investigation of the accident;
 - 6.3. to remember or to take notes of as much circumstances leading to the occurrence of the loss as possible, for example: the registration number of the motor vehicle involved in the accident, data of witnesses, circumstances of the place where the loss occurred and similar information;
 - 6.4. by informing the Lessor, to provide a description of the accident, assessment of the total loss amount and to agree on further action.
 7. After the accident, the damaged equipment shall be immediately transported to the lease site where it was leased out or another lease site specified by Ramirent. In case of emergency and after prior coordination, the damaged equipment may be inspected by a Ramirent representative at the place of accident.
 8. If RAMI Risk Guarantee becomes effective and the Lessor reduces the financial liability of the Lessee for the damage or destruction of the Equipment, the financial liability of the Lessee is still retained in the amount of 10 % (deductible of the Lessee) of the total sum of loss calculated by the Lessor. The Lessor shall issue an invoice for the deductible of the Lessee and the payment thereof must be settled by the Lessee in accordance with the procedures prescribed in Clause 5.4 of the Lease Contract.

ACTION IN THE EVENT OF THE LEASED EQUIPMENT DAMAGE

1. You must first make sure about the safety of workers!
If any injuries have occurred as the result of the accident, the emergency service shall be notified immediately by calling **112** and instructions given by the service shall be complied with in further action.
2. Such measures shall be taken that facilitate the prevention of increase in the caused loss, maintain overall safety and preserve property.
3. It is necessary to act in accordance with the procedures prescribed in laws and regulations and, depending on the nature of the accident, to immediately report to the police, fire and rescue service or another institution responsible for performance of the relevant rescue works or the investigation of the accident.
Call the emergency service by using the single emergency call number **112**.
4. It is necessary to remember or to take notes of as much circumstances leading to the occurrence of the loss as possible, for example: the registration number of the motor vehicle involved in the accident, data of witnesses, circumstances of the occurrence of loss and similar information.
5. The Lessor shall be informed on the accident without any delay, but not later than within 24 h after the accident or finding out about such accident.
6. By informing the Lessor, it is necessary to provide a description of the accident, assessment of the total loss amount and to agree on further action.