Swedbank Liising AS General Terms and conditions of Full Service Lease

This is a translation. In case of dispute the Estonian terms and conditions shall prevail.

Effective as of 01.02.2019

1. The fund General Provisions

1.1 These General Terms and Conditions of Full Service Lease Contract form a part of the full service lease contract and set out the general grounds for and the procedure of communication between the Lessor and the Lessee and the general conditions for conducting operations in performing the full service lease contract.

2. Delivery of the Object of Lease

2.1 After the receipt of the first full service lease payment and the contract fee to the Lessor's bank account, the Lessor shall enter into a sales contract with the Seller for the acquisition of the object of lease and do everything within its power to deliver the object of lease to the Lessee and grant the Lessee the possession and use thereof.

2.2 Upon receipt of the object of lease, the Lessee shall proceed from the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract issued by the Lessor, the full service lease contract and these General Terms and Conditions of Full Service Lease Contract. The Lessor shall issue the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract after registration of the object of lease in the state register in the name of the Lessor provided that the Lessee has paid the first full service lease payment and the contract fee. In the case of an object of lease that does not need to be registered the deeds of delivery and receipt of the object of lease shall be issued after the first payment of the Full Service Lease Contract and the contract fee have been fully paid.

2.2.1 In order to prove the Lessee's right to take over the possession of the object of lease from the Seller on behalf of the Lessor and start using it, the Lessor shall, after the receipt of the first full service lease payment and the contract fee to the Lessor's bank account, sign the forms of the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract issued to the Lessee.

2.2.2 Upon receipt of the object of lease and the accompanying documentation, the Lessee shall have the right and obligation to:

- examine the technical condition of the object of lease;
- carefully check the legal status of the object of lease (the Seller's ownership of and its right to transfer the object of lease) and verify that it is not stolen, pledged or encumbered with other real rights or rights and claims of third parties, and make relevant inquiries or contact registers, the police, insurance companies or other institutions if necessary;
- make sure that the documentation delivered along with the object of lease is complete and valid and pay special attention to the conditions of the fixed-term warranty furnished by the Seller with regard to the operational characteristics and durability of the object of lease.

2.3 The Lessee shall notify the Lessor of the defects subject to elimination, which shall be specified in the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract within 5 days. The Lessee shall be entitled to demand that the Seller eliminate both the defects indicated in the Instrument of Delivery and Receipt of the Object of Lease (obvious defects) as well as those identified later (within the warranty period furnished with regard to the operational characteristics and durability of the object of lease) hindering the use of the object of lease (latent defects).

2.4 If the Lessee refuses to accept the object of lease from the Seller and does not sign the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract due to the defects which do not allow the Lessee to use the...
object of lease for ordinary purposes, the Lessee shall be obliged to notify the Lessor thereof in writing and explain the identified defects and the resulting impossibility of use of the object of lease no later than within 5 days after the moment the object of lease was presented by the Seller to the Lessor for delivery.

2.4.1 Upon discovery of defects specified in clause 2.4 of the General Terms and Conditions of Full Service Lease Contract, the Lessee shall be entitled to propose to the Seller that an independent expert analysis be carried out in order to assess the technical condition and normal operational characteristics of the object of lease.

2.4.2 The results of the expert analysis carried out with regard to the technical condition of the object of lease and the notice explaining the impossibility of use of the object of lease issued by the Lessee to the Lessor shall serve as the basis for the Lessor’s withdrawal from the sales contract.

2.4.3 If the Seller initiates a dispute about the expenses incurred by the Seller in connection with an unreasoned refusal of receipt of the object of lease and withdrawal from the sales contract as a result thereof, the Lessee shall represent the interests of the Lessor.

2.4.4 If the court or arbitration court reviewing the Seller’s complaints arising from the refusal to accept the object of lease declares the refusal to be unjustified, the Lessee shall bear all the related costs.

2.5 The Lessor shall not be liable for:

2.5.1 non-conformity of the object of lease with the terms and conditions of the sales contract and/or its defects;

2.5.2 the damage caused to the Lessee by non-performance by the Seller of its obligations under the sales contract.

2.6 The Lessor shall be entitled to inspect and examine the condition of the object of lease at any time either directly or through persons authorised to do so by the Lessor in writing.

2.6.1 If the need for the inspection of the object of lease was caused by the Lessee’s failure to perform or properly perform the terms and conditions of the full service lease contract, the Lessee shall without argument and in full cover all expenses incurred by the Lessor in connection with such inspection.

3. Lessee’s Obligations

3.1 After payment of the first full service lease payment and the contract fee the Lessee shall be obliged to forward the forms of the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract to the Lessor so that the Lessor can sign them.

3.2 Within 5 days after the receipt of the object of lease at the latest the Lessee shall deliver to the Lessor the Lessor’s copy of the Instrument of Delivery and Receipt of the Object of Lease of the Full Service Lease Contract signed by the Seller and the Lessee.

3.3 The Lessee shall be obliged to have any improvements to be made to the object of lease approved beforehand by the Lessor in writing. No approval shall be needed for minor improvements which can be made to the object of lease provided that these can be removed without damaging the object of lease. If the Lessee has improved the object of lease without the Lessor’s approval, the Lessor shall be entitled to consider the improvements made to the object of lease to have transferred to the ownership of the Lessor free of charge.

3.4 The Lessee shall be obliged to submit to the Lessor all documents related to the possession and use of the object of lease and/or the financial reports of the Lessee requested by the Lessor within 5 days after the receipt of the corresponding written notice from the Lessor.

3.4.1 The Lessee that is a legal entity undertakes to submit to the Lessor within the term of the full service lease contract the balance sheet and income statement for the previous quarter no later than by the 5th date of the second month of each quarter, and the annual balance sheet and income statement of the Lessee approved by an auditor accepted by the Lessor within 180 days after the end of a financial year. All the submitted documents must comply with the laws and accounting regulations and practices of the country of location of the Lessee. The income statement and the balance sheet do not have to be approved by an auditor in case no audit is required by law or the articles of association of the Lessee.
3.5 The Lessee shall notify the Lessor of any damage caused to the object of lease or loss or full or partial destruction thereof immediately, but no later than on the 1st business day after learning about it.

3.6 The Lessee shall notify the Lessor within 7 days if:

3.6.1 the Lessee's contact address, telecommunications numbers or bank details specified in the full service lease contract change;

3.6.2 a competent body of the Lessee adopts a resolution on liquidation of the Lessee or a petition is filed with a court for declaring bankruptcy of the Lessee;

3.6.3 the Lessee undergoes a merger, division or transformation or its share capital is reduced;

3.6.4 other important circumstances take place, which affect the performance of the terms and conditions of the full service lease contract by the Lessee and of any steps and measures to be taken by the Lessee in connection therewith.

3.7 The Lessee undertakes to notify the Lessor immediately, but no later than on the day of submission of the application, of its intention to file an application with a court for declaring rehabilitation proceedings. The Parties agree that violation of this obligation shall be deemed to be fundamental breach of the contract, which entitles the Lessor to unilaterally cancel the full service lease contract before the prescribed time.

3.8 The Parties agree that the Lessor shall be entitled to unilaterally and without any prior notice amend the terms and conditions of the full service lease contract (including the interest rate) or unilaterally cancel the full service lease contract before the prescribed time if the Lessee undergoes a merger, transformation, division or transfer of its enterprise in full or in part without the Lessor’s prior written consent.

3.9 Limited use or impossibility of use of the object of lease caused by damage to the object of lease or technical or economic unsuitability for use thereof or criminal or court proceedings initiated with regard to the object of lease shall not release the Lessee from the obligation to pay full service lease payments and interest.

3.10 The Lessee shall be entitled to unilaterally cancel the full service lease contract by notifying the Lessor thereof at least 6 months in advance.

3.10.1 Upon cancellation of the full service lease contract by the Lessee in conformity with clause 3.10 the Lessee shall be obliged to compensate to the Lessor for the loss arisen from transfer of the object of lease (i.e. the difference between the amount received from transfer of the object of lease and the part of the expenses incurred by the Lessor related to the acquisition of the object of lease that has not been compensated for) and any expenses arising therefrom (including taking over the possession of the object of lease, keeping the object of lease, putting the object of lease into marketable condition). If the money received from the transfer of the object of lease does not cover all the amounts payable by the Lessee to the Lessor, the Lessee shall be obliged to pay the remaining part of it to the Lessor immediately.

3.11 The Lessor shall be entitled to return to the Lessee any advance payments made by the latter without any prior notice to the Lessee’s current account.

3.12 Should the object of leasing be used on rented premises during the lease term, the Lessee shall have to inform the Lessor of this immediately and submit data on each lessor of the premises to the Lessor. Furthermore, the Lessee shall have to inform each lessor of the premises that the object of leasing belongs to the Lessor. The Lessor shall have to compensate any damage incurred by the Lessor as a result of the Lessee’s failure to fulfil the above obligations. The Lessor shall have the right, without the Lessee’s consent, to inform the lessor of the premises about the fact that the object of leasing belongs to the Lessor and the lessor’s right of security under § 305 of the Law of Obligations Act shall not apply to the object of leasing. By entry into the Leasing Contract, the Lessee shall grant the Lessor the right to disclose to the lessor with regard to the delivery of the aforementioned notice information on entry into as well as the terms and conditions of the Leasing Contract.

3.13 If the Lessee is a legal person, the Lessor shall be entitled to unilaterally determine the claims which are considered settled out of the amounts paid by the Lessee, as well as their extent and order in which they are deemed settled.
3.14 The Parties agree that the Lessee shall pay in full any and all amounts due and payable under the Full Service Lease Contract. The Lessee shall not be entitled to unilaterally reduce such payments or set them off against any claims arising from the Full Service Lease Contract. The Lessee shall not be entitled to deduct any amounts from such payments. If the Lessee is obliged under the law, a court judgment, a decree of an agency or on any other grounds to deduct any amounts from the payments to be made under the Full Service Lease Contract, the payments to be made under the Full Service Lease Contract shall be increased to the extent of the amounts to be deducted.

3.15 The Parties agree that the Lessee shall refrain from acts or omissions which may incur costs or cause damages or other negative consequences to the Lessor. The Lessee shall do everything within their power to assist the Lessor in solving any and all issues concerning the Full Service Lease Contract, including but not limited to their obligation to cooperate with the Lessor in identifying the location of the Object of Lease in the event of its loss and in taking over the possession of the Objects of Lease from or in communicating with third parties. The Lessee shall also inform the Lessor of any and all material circumstances related to the Full Service Lease Contract.

4. Lessor's Obligations

4.1 After receipt of the first full service lease payment and the contract fee to the Lessor's bank account the Lessor undertakes immediately to enter with the Seller into a sales contract approved by the Lessee and do everything within its power to ensure timely and proper performance of the Seller's obligations arising from the sales contract.

4.2 The Lessor shall order the agreed object of lease from the Seller within 1 business day after receipt of the first full service lease payment and/or contract fee to the Lessor's current account.

4.3 The Lessor undertakes to notify the Lessee immediately of any known amendments to the material terms and conditions of the sales contract concerning the acquisition of the object of lease (a delay in delivery of the object of lease by the Seller, differences in the price or specifications of the object of lease etc.).

4.4 If the object of lease is a vehicle, the Lessor shall allow the Lessee, during the term of the Full Service Lease Contract, to use the object of lease and, where necessary, grant the authorisation required for using the object of lease or contribute to the issue and formalisation of the documents by the respective institutions (notarised powers of attorney, etc.). The Lessee shall be entitled to demand that the Lessor issue, at the Lessee's expense, any necessary certificates or notarised powers of attorney for use of the object of lease outside the territory of the Republic of Estonia if such authorisations are required in conformity with current legislation provided that the Lessee has performed all the obligations arising from the full service lease contract (including the Lessee has submitted necessary documents) and an insurance policy covering the object of lease in the respective country outside the Republic of Estonia has been taken out.

5. Disposal of the Object of Lease

5.1 All contracts and agreements made by the Lessee before the expiry of the full service lease contract, which provide for the disposal of the object of lease without the Lessor's written consent or encumbrance thereof with restricted real rights or with other claims, are in conflict with the full service lease contract and the Lessee undertakes to compensate for all related damages caused to the Lessor thereby.

5.2 The Lessee and each sublessee of the Object of Lease shall have the sublease (both general and commercial lease) terms and conditions pre-approved in writing by the Lessor. Each sublease contract shall indicate that (a) the ownership of the Object of Lease belongs to the Lessor and (b) the sublease terminates upon expiry of the Full Service Lease Contract, incl. upon its cancellation by the Lessor. The Parties warrant that a breach of any of the obligations indicated in this clause shall constitute a fundamental breach of a contractual obligation which shall entitle the Lessor to cancel the Full Service Lease Contract.

6. Insurance of the Object of Lease

6.1 If the optional insurance premium is not included in the full service lease payment, the Lessee shall be obliged to submit the original copy of the insurance policy to the Lessor within 7 days after its entry into force. Until the expiry of the full service lease contract, the Lessee shall renew the optional
insurance contract in a timely manner (the renewed insurance contract must enter into force as of the day following the last day of the term of the previous insurance contract) and submit the original copy of the renewed insurance policy to the Lessor no later than within 7 days after the renewal of the insurance contract.

6.1.1 Upon entry into an optional insurance contract, the Lessee shall, at the request of and by the deadline determined by the insurer or the Lessor, present the object of lease for inspection at the insurer's place of business or, upon agreement, at the location of the object of lease.

6.1.2 Upon signing the optional insurance contract, the Lessee shall provide the insurer or its representative with correct information on the material circumstances related to the object of lease (e.g. the number and type of keys, model and brand name of security equipment) and notify the insurer of any circumstances which increase the insurance risk (e.g. granting third parties the use of the object of lease, provision of a service using the object of lease, alteration of its purpose of use, absence of security equipment) and also notify the insurer immediately of any changes in the respective circumstances which have taken place during the term of the insurance contract.

6.2 Upon occurrence of an insured event, the insurance indemnity shall be paid to the Lessor. The insurance indemnity shall be transferred to the Lessor's bank account or, on the basis of the Lessor's written application, to the bank account of a repair shop or the Lessee.

6.2.1 If the optional insurance premium is not included in the full service lease payment, the Lessee shall be obliged to specify the Lessor as the beneficiary under the insurance contract and ensure that the corresponding entry is made to the insurance contract along with specifying the business name of the Lessor. If a valid insurance policy covering the object of lease has already been taken out, the Lessee shall make a corresponding amendment within 3 days after the delivery of the object of lease to the Lessee at the latest.

6.2.2 If the Lessor has not been specified in the insurance contract as the beneficiary, the Lessor shall be entitled to exercise the rights arising from the insurance contract without the Lessee's consent. The Lessee may not exercise the Lessor's rights arising from the insurance contract in the name of the Lessee or enforce the Lessor's claims against the insurer, waive such claims or enter into any transactions regarding the claims.

6.2.3 If the insurance indemnity is paid to the Lessee, the Lessee shall be obliged to transfer the entire indemnity to the Lessor within 4 days at the latest.

6.3 Insurance premiums and other insurance-related costs shall be borne in full by the Lessee. If the optional insurance premium is not included in the full service lease payment, the Lessee shall be obliged to pay insurance premiums by the due dates and in the amounts specified in the insurance contract. If the optional insurance premium is included in the full service lease payment, the Lessee shall be obliged to pay insurance premiums with the monthly full service lease payment pursuant to the full service lease payment schedule.

6.3.1 If the optional insurance premium is not included in the full service lease payment, the Lessee shall undertake to ensure that the insurance cover is uninterrupted and the insurance contracts are valid and duly complied with pursuant to the terms and conditions prescribed in the insurance contract and full service lease contract until the expiry of use of the object of lease. Upon premature expiry or termination of the optional insurance contract (including upon withdrawal from the insurance contract) the Lessee undertakes to enter into a new insurance contract not later than on the day following the expiry or termination of the previous insurance, and submit the original copy of the new insurance policy to the Lessor within 7 days.

6.3.2 The Lessee shall be obliged to pay insurance-related expenses and/or damages (including recourse claims of insurers) caused by the Lessee’s failure to pay insurance premiums or incurred on other grounds. If the corresponding expenses and/or damages have been covered by the Lessor, the Lessee shall be obliged to reimburse the corresponding amounts to the Lessor by the due date and in the procedure specified by the Lessor.

6.4 The Lessee shall be obliged to notify the insurer of any changes in the information forming the basis for the insurance contract (including the information and risk-related issues specified in clause 6.1.2 of the General Terms and Conditions of Full Service Lease Contract) no later than within 4 days after the
6.5 Upon an insured event, the Lessee shall be obliged to:

6.5.1 follow the mandatory instructions provided in the insurance contract regarding the object of lease;

6.5.2 notify the Lessor of the insured event in writing within 3 days by presenting information on the circumstances of the insured event and the extent of loss;

6.5.3 represent the Lessor in communication with the insurer, the police and the repair shop where the object of lease is repaired, assuming all the obligations of the policyholder in the event of a loss or an insured event, including:

6.5.3.1 re-register the object of lease and deliver it to the insurer if the insurer requires this as a prerequisite for the disbursement of insurance indemnity and perform all the operations related thereto, except for the acceptance of insurance indemnity without the corresponding written consent of the Lessor;

6.5.3.2 guarantee the restoration of the pre-loss condition of the object of lease and notify the Lessor of the measures applied for the restoration of the object of lease, the insurer's positive or negative decision regarding the indemnification of loss, and of other loss related circumstances by presenting the corresponding information using the relevant form of the Lessor;

6.5.4 perform all the obligations of the policyholder arising from the insurance contract in a timely manner and as required and ensure that the corresponding obligations are performed by the persons who possess and use the object of lease with the Lessee's consent;

6.6 If the object of lease is destroyed, lost or damaged in a manner which is not considered to be an insured event under the insurance contract and therefore it is not subject to indemnification by the insurer or if the insurance indemnity does not cover all the costs of the Lessor, the Lessee shall be liable to the Lessor. The Lessee undertakes to indemnify the costs which have not been compensated for within 14 days after the receipt of a corresponding notice from the Lessor.

6.7 The Lessee's disagreement with the insurer's decision to refuse to declare the destruction of or damage to the object of lease an insured event or to indemnify for the loss and the legal disputes arising therefrom shall not release the Lessee from the performance of the obligation provided in clause 6.6 of the General Terms and Conditions of Full Service Lease Contract in a timely manner and as required.

6.8 Upon the destruction or loss of or damage to the object of lease to an extent that makes further normal use thereof impossible, the Lessee shall be entitled to compensate to the Lessor for the expenses incurred in acquiring the object of lease and not compensated for by the Lessee before the insurer makes its decision.

6.8.1 Upon the application of clause 6.8 of the General Terms and Conditions of Full Service Lease Contract, the Lessor undertakes to assign the right of claim against the insurer to the Lessee.

6.9 Upon the transfer of ownership of the object of lease to the Lessee, the Lessee shall notify the insurer thereof in writing within 4 days at the latest. The notification obligation shall not be effective if the insurance contract has expired or has been terminated upon agreement with the insurer before the transfer of ownership. Any losses arising from a failure to perform the notification obligation shall be covered by the Lessee.

6.10 If any of the provisions in the clauses of section VI of the General Terms and Conditions of Full Service Lease Contract is in conflict with any clause of the insurance contract, the provisions of the insurance contract shall apply.

6.11 The Parties have agreed that the insurance contract shall be effective in respect of the replacement vehicle also in case the full service lease contract includes no insurance service. In such case the Lessee's deductible rate in case of the occurrence of the corresponding change, and amend the insurance contract accordingly if the insurer finds it necessary in order to ensure the validity of insurance cover.
replacement vehicle shall be 300 (three hundred) euros. If the full service lease contract includes the insurance service, the same terms and conditions shall also apply to the replacement vehicle (including the deductible rate).

7. Services

7.1 After registration of the object of lease in the state register in the name of the Lessor in accordance with article 2.2 and once the possession of the object of lease, the liability of the possessor of a major source of threat and the risk of accidental destruction have transferred to the Lessee, the Lessor shall provide the Lessee with the services relating to the management and use of the object of lease agreed on in the Contract. In the event of an object of lease that does not need to be registered, the Lessor shall commence the provision of these services once the Lessee has paid the first full service lease payment and the contract fee to the Lessor in full.

7.2 Upon the Lessee's request, the Lessor shall advise the Lessee on issues related to the management and use of the object of lease. The service shall be provided at the general phone number or e-mail address of the full service lease customer service.

7.3 Upon the Lessee's request, the Lessor shall make appointments for regular maintenance, repair, tyre replacement and car wash of the object of lease and organise the use of vehicle rental service if necessary. The service shall be provided at the general phone number or e-mail address of the full service lease customer service.

7.4 If a full service lease customer card has been issued to the Lessee, it shall entitle the Lessee to make purchases in the name of the Lessor with regard to goods and services related to the use of the object of lease with the Lessor's cooperation partners.

7.4.1 The full service lease customer card is linked to the corresponding object of lease and it may be used only to buy goods and services for the corresponding object of lease. The customer card may be used from transfer of possession of the object of lease to the Lessee until expiry or termination of the full service lease contract unless otherwise agreed. If the customer card is missing, it has expired or the registration number of the object of lease specified on the customer card does not match, the cooperation partner shall be entitled to refuse to send an invoice to the Lessor.

7.4.2 In order to prove the right to make purchases in the name of the Lessor, the authorised user of the object of lease shall produce its customer card to the Lessor's cooperation partner and confirm the invoice or the instrument of delivery of services/goods with a signature if necessary. By producing the customer card it is presumed that the authorised user of the object of lease has been granted a right by the Lessee to buy the respective goods or services.

7.4.3 The Lessee may make agreements on the terms and conditions of use of the customer card with the user of the object of lease, but violation of the agreements shall not release the Lessee from the obligation to pay the expenses.

7.4.4 By using the customer card, the Lessee shall enjoy the Lessor's discounts on goods and services. More detailed information about the discounts can be obtained with the cooperation partner or at the general phone number or e-mail address of the full service lease customer service.

7.5 The Lessee shall pay for the purchases made with the full service lease customer card on the terms and conditions agreed on in the full service lease contract.

7.5.1 The terms and conditions of payment for the goods and services shall be agreed on in terms of the following cost groups:

- Fuel: making transactions using the fuel card in the extent of the limit agreed on in the full service lease contract;
- Regular maintenance works;
- Replacement and storage of tyres: regular seasonal replacement of tyres and storage of the second set of tyres with the Lessor's cooperation partner;
- Cost of tyres: the cost of additional tyres acquired in the term of the full service lease contract from the Lessor's cooperation partner;
- Use of replacement vehicle: use of the replacement vehicle on the terms and conditions agreed on in the full service lease contract;
• Roadworthiness test;
• Car wash;
• Other costs: the costs not listed above related to the possession and use of the object of lease.

7.5.2 If the Parties have agreed that the cost of purchases under a respective cost group is not included in the full service lease payment, the Lessor shall pay for the purchases to the cooperation partner and deduct the respective cost from the full service lease invoice presented to the Lessee in the next calendar month following the receipt of the actual invoice from the cooperation partner.

7.5.3 If the Parties have agreed that the cost of purchases under a respective cost group is included in the full service lease payment in the extent of an agreed limit, the Lessor shall pay for the purchases to the cooperation partner and deduct the respective cost from the agreed limit. Upon reaching the limit, the Lessor shall add the cost in excess of the limit to the full service lease invoice presented to the Lessee in the next month following the receipt of the actual invoice from the cooperation partner.

7.5.4 If the Parties have agreed that the cost of purchases under a respective cost group is included in the full service lease payment and the Lessee is entitled to buy the respective goods or services an agreed number of times during the lease term, the Lessor shall pay for the goods and services to the cooperation partner. If the Lessee buys more respective goods or services than agreed on in the full service lease contract or buys the goods or services different from those agreed on, the Lessor shall add the respective cost to the full service lease invoice presented to the Lessee in the next month following the receipt of the actual invoice from the cooperation partner.

7.6 If the Lessee has been issued a fuel card, it shall entitle the Lessee to buy fuel and/or car wash, car accessories etc. for the object of lease in the name of the Lessor in the fuel stations of the agreed fuel seller.

7.6.1 The terms and conditions of use of fuel cards depend on the fuel seller and the card type of the fuel card:
• The Neste fuel card is effective as a means of payment for car fuels, car accessories and car wash in Neste stations in Estonia, Latvia, Lithuania, Finland and Russia. If the Lessee pays for the purchases with the card outside the Republic of Estonia, the transaction shall be added the current VAT applicable in the Republic of Estonia.
• Circle K fuel card is effective as a means of payment for car fuels, car accessories and car wash in all Circle K service and dealer stations in Estonia, except in the case of existence of the Routex fuel card.
• Circle K Routex card is effective with all fuel sellers in Europe that have joined the Routex network. More detailed information is available on the website www.routex.com.
• In case of fuel sellers not mentioned above, the terms and conditions of the fuel sellers shall apply to the Lessee. More detailed information is available at the general phone number or e-mail address of the full service lease customer service.

7.6.2 The fuel card may be used only for buying goods and services related to the object of lease. The Lessor shall activate the fuel card no later than within 3 business days after signing the full service lease contract by the Lessor and the Lessee, provided that the conditions established in clause 2.2 of the General Conditions have been fulfilled.

7.6.3 In order to prove the right to buy fuel and/or car wash and/or car accessories in the name of the Lessor, the authorised user of the object of lease shall present a valid fuel card of the fuel seller and identify themselves by PIN. The Lessee shall be liable for the use of the fuel card and for the purchases made with it. The Lessee undertakes to keep the card and PIN with due care and make every effort to ensure the safety of the card and PIN. The Lessee undertakes to notify the Lessor immediately of the loss or theft of the card or PIN or loss of possession thereof against the Lessee’s will in any other manner.

7.6.4 By paying the fuel seller with the fuel card, the Lessee shall enjoy the Lessor’s discounts. Further information about the discounts can be obtained at the general phone number or e-mail address of the full service lease customer service.

7.6.5 The Lessor shall pay the fuel seller for the purchases and add the respective cost to the full
service lease invoice presented to the Lessee in the next calendar month.

7.6.6 The Lessor shall be entitled to unilaterally terminate the provision of services and close the fuel card if (a) the Lessee has exceeded the amount agreed on in the full service lease contract or its annex, in the extent of which the Lessee is entitled to make transactions using the fuel card, and/or (b) has failed to pay the costs incurred by use of the fuel card for the previous calendar month(s) and/or (c) has failed to perform the obligations under the full service lease contract in a proper manner and/or (d) the fuel card has not been used for 3 months after its issue. The Lessor shall not be responsible for any loss arising from the closing of the fuel card or inability to use it.

7.6.7 The validity term of the fuel card may be shorter than the term of the full service lease contract. At the expiry of the fuel card the Lessor shall send a new fuel card to the Lessee by mail at the address provided by the Lessee in the full service lease contract unless otherwise agreed by the Parties. The Lessee undertakes to notify the Lessor immediately if the Lessee has not received the fuel card.

7.7 If the Parties have agreed that the full service lease payment includes the service of handling insured events, the Lessor shall represent the Lessee in the procedures related to insured events in loss adjustment companies and shall organise the carrying out of repair works after the insured event.

7.7.1 When using the service of handling insured events, the Lessee does not have to pay the deductible at the repair shop in case of an insured event if the repair is carried out at the Lessor’s cooperation partner. The Lessor shall pay the Lessor’s cooperation partner for the repair, organise settlements with the insurer and if the deductible of casco insurance is applied to the Lessee, the Lessor shall add the repair cost in the extent of the deductible to the full service lease invoice presented to the Lessee in the next calendar month following the receipt of the invoice from the cooperation partner.

7.7.2 The Lessee undertakes to pay any additional costs involved in the provision of the service that are not related to the service described in clause 7.7, including the cost of transport of the object of lease to the nearest repair shop. If the cost of transport of the object of lease to the repair shop is indemnified by the insurer or in the framework of some other service, the Lessee shall not incur any additional costs.

7.7.3 The service of handling insured events is provided from 8.30 to 17.00 on business days. The service can be ordered at the general phone number or e-mail address of the full service lease customer service. The service of handling insured events is provided in Estonia, Latvia and Lithuania.

7.7.4 If the service of handling insured events is not included in the full service lease contract, the Lessee shall pay a one-off fee for the service in conformity with the Lessor's price-list that is available on the Lessor's website www.swedbank.ee.

7.8 If the Parties have agreed that the full service lease payment includes the 24 hour emergency service, the Lessor shall provide the Lessee with 24 hour operative assistance if the Lessee has an emergency with the object of lease (technical failure, accident etc.).

7.8.1 The Lessor shall provide advice to the Lessee about the activities in case of emergency and if necessary organise the transport of the object of lease from the place of the insured event to the repair shop of the object of lease. The service can be ordered at the general phone number or e-mail address of the full service lease customer service.

7.8.2 If the full service lease payment includes the 24 hour emergency service, the Lessor shall present no additional invoices to the Lessee for the provision of the service, including for the cost of transport of the object of lease to the nearest repair shop. The Lessee undertakes to pay the direct costs involved in the provision of the service, e.g. the cost of repair of the object of lease, the cost of fuel brought to the Lessee etc.

7.8.3 The 24 hour emergency service is provided in Europe, except for Russia, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan and Turkey. The service can be ordered at the general phone number of the full service lease customer service.

7.8.4 If the 24 hour emergency service is not included in the full service lease contract, the Lessee shall pay a one-off fee for the service in conformity with the Lessor's price-list, which is available on the Lessor's website www.swedbank.ee.
7.9 If the Parties have agreed that the full service lease payment includes the transfer service, the Lessor shall organise the transport of the object of lease to and from the respective company providing the agreed services.

7.9.1 The transfer service shall be provided on the following cases specified in the full service lease contract: (a) organising of regular maintenance works and repairs, (b) regular replacement of tyres, (c) car wash, (d) other events.

7.9.2 In case of providing the transfer service the Lessor’s representative shall accept the object of lease at the address indicated by the Lessee, take it to the agreed location and return the object of lease after performance of the necessary activities to the same address.

7.9.3 The transfer service can be ordered from 8.30 to 17.00 on business days provided that the condition of the object of lease is in compliance with the requirements for safe road traffic. The service can be ordered at the general phone number or e-mail address of the full service lease customer service. The transfer service is provided in Tallinn, Tartu and Pärnu and in the vicinity of the above towns.

7.9.4 If the transfer service is not included in the full service lease contract or if the transfer service has been used the maximum number of times per month as provided in the contract, the Lessee shall pay a one-off fee for the transfers not covered by the contract in conformity with the Lessor’s price-list, which is available on the Lessor’s website www.swedbank.ee.

7.10 The provision of services by the Lessor shall terminate upon the expiry or termination of the full service lease contract. The Lessee undertakes to compensate to the Lessor for any costs related to the provision of the services which become apparent after termination of the full service lease contract but have been incurred at the time when the Lessor provided the service to the Lessee.

7.10.1 Upon early termination of the full service lease contract the Lessee undertakes to compensate to the Lessor for the expenses made by the Lessor due to early termination of the full service lease contract in connection with the provision of the services (termination of insurance contracts, the cost of maintenance works etc.).

7.10.2 If the Parties have agreed that the cost of purchases related to the object of lease is included in the full service lease payment in the extent of the agreed limit, the Lessor shall return to the Lessee the amounts paid but unused by the Lessee within 2 months after termination of provision of the respective service provided that the Lessor has no claims to the Lessee that can be set off.

7.10.3 If the cost of regular maintenance work is included in the full service lease payment to the extent of the agreed limit and the Lessee is in breach of the obligation to perform regular maintenance work on the Object of Lease as stipulated in the lease, the Lessor shall have the right not to return the unused amounts to the Lessee.

7.10.4 If the Parties have agreed that the cost of purchases under a respective cost group is included in the full service lease payment and the Lessee is entitled to buy a product or order a service an agreed number of times during the lease term, the Lessor shall not be obliged to compensate to the Lessee for the cost of unused services.

7.11 If the Lessee’s rights have been violated in the opinion of the Lessee, the Lessee has the right to present complaints to the Lessor about the Lessor’s cooperation partners within 45 days from the moment the Lessee learnt or should have learnt about the violation of the rights. Upon the expiry of the above term it shall be considered that the Lessee has agreed with the activity or transaction.

7.12 The Lessor has the right to terminate the provision of the service(s) unilaterally and without prior notice if the Lessee has failed to pay the full service lease payment(s) for the previous calendar month(s) and/or insurance premiums.

8. Cancellation of the Full Service Lease Contract

8.1 The Lessor shall be entitled to cancel the full service lease contract and demand immediate performance of financial obligations and settlement of other claims arising from the full service lease contract, notifying the Lessee in writing, if:

8.1.1 the Lessee has intentionally given false information to the Lessor in the full service lease contract application or other documents presented to the Lessor (including the Lessee’s foundation documents, balance sheet and/or income statement
reflecting the financial indicators) or in any reports, notices or certificates issued during the term of the full service lease contract;

8.1.2 the Lessee who is a consumer has failed to pay three consecutive full service lease payments or two or one most recent full service lease payment under the payment schedule or has not paid them in full;

8.1.3 the Lessee that operates as a company or a sole trader has failed to pay a full service lease payment or has not paid it in full and has failed to settle the debt within 15 days as of the due date;

8.1.4 the value of the object of lease has decreased considerably due to the Lessee's intentional acts or omissions;

8.1.5 the Lessee evades the performance of the obligations arising from the full service lease contract and fails to perform them regardless of the Lessor's repetitive reminder;

8.1.6 the Lessee fails to sign the insurance contract, pay an insurance premium or renew the insurance contract in the procedure prescribed in the full service lease contract;

8.1.7 the Lessor learns about the circumstances which cause the Lessor to have reasonable doubts about the Lessee's ability to perform the obligations arising from the full service lease contract, including compliance with the payment discipline.

8.1.8 Sanctions have been imposed against the Lessee, its beneficial owner or any other person affiliated with the Lessee or its beneficial owner (incl. their legal representatives), or against the guarantor (incl. its legal representative), or against a person whose activities were facilitated with the Object (e.g. the Lessee's contracting partners) (all the above individually as 'Person') (the Sanctions include any commercial, economic or financial sanctions, embargos or restrictions on transactions that are administered and have been enforced or complied with by the UN Security Council, European Union, Government of the Republic of Estonia, US Administration (incl. the US Office of Foreign Assets Control (OFAC)), any other international organisation and/or subdivisions of the above);

8.1.9 pursuant to the laws and regulations governing the prevention of money laundering and terrorist financing, as applicable to the Lessor, the Lessor has a right or obligation to cancel the lease contract should the Lessor have reasonable grounds to suspect that the Person is or might be involved in money laundering, terrorist financing and/or any other illegal activity (e.g.: the Person is or was in a line of business with a high money laundering and/or terrorist financing risk; the Person fails to submit adequate documents or data on its ownership and management structures, the origin of the resources used in its transactions or its business relationships if the Lessor needs these to comply with the obligations stipulated in the laws and regulations on the prevention of money laundering and terrorist financing).

8.2 The Lessor shall notify the Lessee of cancellation of the full service lease contract on the grounds provided in the sub-clauses of clause 8.1 of the General Terms and Conditions of Full Service Lease Contract at least 14 days in advance. The Lessee shall be entitled to perform any overdue liabilities arising from the full service lease contract within the above term.

8.2.1 The Lessor shall send the notice of cancellation of the full service lease contract to the Lessee by mail or other means of communication (e.g. e-mail, fax, etc.). The notice shall be considered received by the Lessee when a period usually necessary for the delivery of a notice by the corresponding means of communication has passed from its sending to the contact address or number of the Lessee or the person entitled to receive the notice on the Lessee's behalf known to the Lessor.

8.3 Upon cancellation of the full service lease contract, the Lessee undertakes to immediately return the object of lease to the authorised representative of the Lessor. In order to specify any issues related to the return and the place of return of the object of lease, the Lessee shall contact the Lessor's representative.

8.3.1 If the Lessee fails to properly perform the obligation to return the object of lease, the Lessor shall be entitled to contact a third party chosen by the Lessor and have them perform the operations necessary to restore the Lessor's possession of the object of lease.

8.4 The Parties agree that upon cancellation of the Full Service Lease Contract by the Lessor, any and all subleases (both general and commercial) which the Lessee and the sublessees (both general and
commercial) have signed with regard to the Object of Lease shall automatically be considered terminated as of the moment of the cancellation of the Full Service Lease Contract.

9. Expiry of the Full Service Lease Contract

9.1 The object of lease returned to the Lessee by the Lessor must be complete and equipped with ancillary devices provided along with or installed in the object of lease and include the improvements belonging to the Lessor. The object of lease to be returned by the Lessee may not be damaged or have any significant defects. If upon returning the object of lease its condition is not in compliance with the terms and conditions stipulated in the Full Service Lease Contract, the Lessee shall be obliged to bring the object of lease to the corresponding condition at the cost of the Lessee.

10. Connection of Contracts

10.1 The Parties shall be entitled to prematurely and unilaterally terminate the full service lease contract if the other Party is in breach of any other financing contract entered into between the Parties, including a lease, factoring, security or transfer contract, and the Party becomes entitled to terminate such contract.

10.2 The Lessor shall be entitled to unilaterally terminate the full service lease contract also in case the Lessee is in breach of a lease, factoring or other financing, security or transfer contract entered into with Swedbank AS (registry code: 10060701) or any company in its group.

10.3 If a Party is entitled to prematurely and unilaterally terminate the full service lease contract due to the other Party's improper performance of the obligations under the full service lease contract, the Party shall also be entitled to prematurely and unilaterally terminate all other valid lease, factoring or other financing or transfer contracts entered into with the other Party.

10.4 If the Lessor provides the Lessee with a service that is not specified in the full service lease contract, the Lessee shall pay a one-off fee for the service in conformity with the price-list, which is available on the Lessor’s website www.swedbank.ee

11. Miscellaneous

11.1 If any provision of the full service lease contract proves to be in contradiction with the laws or other legislation of the Republic of Estonia, this shall not affect the validity of the remaining provisions of the full service lease contract.

11.2 All the Parties' notices regarding the full service lease contract shall be sent in writing to the addresses indicated in the full service lease contract or such other address, of which one Party has notified the other. Urgent notices may be sent by fax or e-mail.

11.3 All amendments to the Full Service Lease Contract shall be made by the Parties in writing or signed by them digitally.

11.4 If disagreements arising from the full service lease contract cannot be solved in negotiations, the dispute shall be settled in the Harju County Court unless otherwise provided by law.