
1.1 These General Terms and Conditions of Vehicle Management Service Contract form a part of the vehicle management service contract and set out the general grounds for and the procedure of communication between the Service Provider and the Customer and the general conditions for conducting operations in performing the vehicle management service contract.

1.2 When the Service Provider and the Customer enter into the vehicle management service contract, the object of the vehicle management service contract (hereinafter the vehicle) does not belong to the Service Provider and the Customer uses the vehicle on the basis of ownership or a power of attorney. The Service Provider shall provide services to the Customer under the vehicle management service contract. The provision of service(s) to the Customer shall be specified in the vehicle management service contract.

1.3 In case of a contradiction between the vehicle management service contract and the General Terms and Conditions, the provisions of the vehicle management service contract shall apply.

2. Customer's Obligations

2.1 The Customer shall be obliged to pay the contract fee to the Service Provider after signing the vehicle management service contract.

2.2 The Customer shall be obliged to submit to the Service Provider all documents and/or the Customer's financial reports demanded by the Service Provider within 5 days after receipt of the Service Provider's respective written notice.

2.2.1 The Customer that is a legal entity undertakes to submit to the Service Provider within the term of the vehicle management service 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 Customer approved by an auditor accepted by the Service Provider 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 Customer. 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 Customer.

2.3 The Customer shall notify the Service Provider of any damage caused to the vehicle or loss or full or partial destruction thereof immediately, but no later than on the 1st business day after learning about it.

2.4 The Customer shall notify the Service Provider within 7 days if:

2.4.1 the Customer's contact address, telecommunications numbers or bank details specified in the vehicle management service contract change;

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

2.4.3 the Customer undergoes a merger, division or transformation or its share capital is reduced;

2.4.4 other important circumstances take place, which affect the performance of the terms and conditions of the vehicle management service contract by the Customer and of any steps and measures to be taken by the Customer in connection therewith.
2.5 The Customer undertakes to notify the Service Provider immediately, but no later than on the day of submission of the application, of its intention to file an application with a court for the initiation of its rehabilitation proceedings. The Parties agree that the violation of this obligation shall be deemed to be fundamental breach of the contract, which entitles the Service Provider to unilaterally cancel the vehicle management service contract before the prescribed time.

2.6 The Parties agree that the Service Provider shall be entitled to unilaterally and without any prior notice amend the terms and conditions of the vehicle management service contract or unilaterally cancel the vehicle management service contract before the prescribed time if the Customer undergoes a merger, transformation, division or transfer of its enterprise in full or in part without the Service Provider's prior written consent.

2.7 Limited use or impossibility of use of the vehicle caused by damage to the vehicle or technical or economic unsuitability for use thereof or criminal or court proceedings initiated with regard to the vehicle shall not release the Customer from the service provision fee payments.

2.8 The Parties have agreed that the insurance contract shall be effective in respect of the replacement vehicle also in case the vehicle management service contract includes no insurance service. In such case the Customer's deductible rate in case of the replacement vehicle shall be 300 (three hundred) euros. If the vehicle management service contract includes the insurance service, the same terms and conditions shall also apply to the replacement vehicle (including the deductible rate).

2.9 The Customer shall be entitled to unilaterally cancel the vehicle management service contract by notifying the Service Provider thereof at least 3 months in advance.

2.10 Upon cancellation of the vehicle management service contract by the Customer in conformity with clause 2.9, the Customer shall be obliged to compensate to the Service Provider for any arisen expenses.

2.11 The Service Provider shall be entitled to return to the Customer any advance payments made by the latter without any prior notice to the Customer's current account.

2.12 If the Customer is a legal person, the Service Provider shall be entitled to unilaterally determine the claims which are considered settled out of the amounts paid by the Customer, as well as their extent and order in which they are deemed settled.

2.13 The Parties agree that the Customer shall pay any and all amounts due and payable under the vehicle management service contract in full. The Customer shall not be entitled to reduce such payments or set them off against any claims arising from the vehicle management service contract. The Customer shall not be entitled to deduct any amounts from such payments. If the Customer 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 vehicle management service contract, the payments to be made under the vehicle management service contract shall be increased to the extent of the amounts to be deducted.

2.14 The Parties agree that the Customer shall refrain from acts or omissions which may incur costs or cause damages or other negative consequences to the Service Provider. The Customer shall do everything within their power to assist the Service Provider in solving any and all issues concerning the vehicle management service contract, including but not limited to their obligation to cooperate with the Service Provider in identifying the location of the vehicle in the event of its loss and in taking over the possession of the vehicles from or in communicating with third parties. The Customer shall also inform the Service Provider of any and all material circumstances related to the vehicle management service contract.

3. Service Provider’s Obligations

3.1 The Service Provider undertakes to provide the services specified in the vehicle management service contract immediately after receipt of the contract fee to the Service Provider’s account.

4. Cancellation of the Vehicle Management Service Contract

4.1 The Service Provider shall be entitled to cancel the vehicle management service contract and demand immediate performance of financial obligations and settlement of other claims arising from the vehicle management service contract, notifying the Customer in writing, if:
4.1.1 the Customer has intentionally given false information to the Service Provider in the application for entry into the vehicle management service contract or in other documents presented to the Service Provider (including the Customer’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 vehicle management service contract;

4.1.2 the Customer who is a consumer has failed to pay three consecutive service provision fees or two or one most recent service provision fees under the payment schedule or has not paid them in full;

4.1.3 the Customer that operates as a company or a sole trader has failed to pay the service provision fee or has not paid it in full and has failed to settle the debt within 15 days as of the due date;

4.1.4 the Customer evades the performance of the obligations arising from the vehicle management service contract and fails to perform them regardless of the Service Provider’s repetitive reminder;

4.1.5 the Service Provider learns about the circumstances which cause the Service Provider to have reasonable doubts about the Customer’s ability to perform the obligations arising from the vehicle management service contract, including compliance with the payment discipline.

4.1.6 Sanctions have been imposed against the Customer, its beneficial owner or any other person affiliated with the Customer 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 Customer’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);

4.1.7 pursuant to the laws and regulations governing the prevention of money laundering and terrorist financing, as applicable to the Service Provider, the Service Provider has a right or obligation to cancel the vehicle management service contract should the Service Provider 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 Service Provider needs these to comply with the obligations stipulated in the laws and regulations on the prevention of money laundering and terrorist financing).

4.2 The Service Provider shall notify the Customer of cancellation of the vehicle management service contract on the grounds provided in the sub-clauses of clause 4.1 of the General Terms and Conditions of Vehicle Management Service Contract at least 14 days in advance. The Customer shall be entitled to perform any overdue liabilities arising from the vehicle management service contract within the above term.

4.3 The Service Provider shall send the notice of cancellation of the vehicle management service contract to the Customer by mail or other means of communication (e.g. e-mail, fax, etc.). The notice shall be deemed received by the Customer 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 Customer or the person entitled to receive the notice on the Customer’s behalf known to the Service Provider.

5. Expiry of the Vehicle Management Service Contract

5.1 The vehicle management service contract shall expire at the end of the term of the vehicle management service contract, upon destruction of the vehicle, it becoming unfit for use or cancellation of the vehicle management service contract.

5.2 The Customer shall be obliged to pay immediately upon the Service Provider’s demand all costs related to the management and use of the vehicle during the term of the vehicle management service contract that become apparent after the expiry of the vehicle management service contract.
6. Services

6.1 The Service Provider shall provide the services established in the vehicle management service contract to the Customer with the Customer's consent.

6.2 The Service Provider shall become obliged to provide the services upon payment of the contract fee by the Customer to the Service Provider or from the date agreed on by the Parties.

6.3 Upon the Customer's request, the Service Provider shall advise the Customer on issues related to the management and use of the vehicle. The service shall be provided at the general phone number or e-mail address of customer service of the vehicle management service.

6.4 If the Service Provider provides the Customer with a service that is not specified in the vehicle management service contract, the Customer shall pay a one-off fee for the service in conformity with the price-list of the Service Provider, which is available on the Service Provider's website www.swedbank.ee.

6.5 Upon the Customer's request, the Service Provider shall make appointments for regular maintenance, repair, tyre replacement and car wash of the vehicle 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 customer service of the vehicle management service.

6.6 If a vehicle management service contract customer card has been issued to the Customer, it shall entitle the Customer to make purchases in the name of the Service Provider with regard to goods and services related to the use of the vehicle with the Service Provider's cooperation partners.

6.6.1 The vehicle management service contract customer card is linked to the corresponding vehicle and it may be used only to buy goods and services for the corresponding vehicle. The customer card may be used from fulfilment of the conditions listed in clause 6.2 of the General Conditions until expiry or termination of the vehicle management service contract unless otherwise agreed. If the customer card is missing, it has expired or the registration number of the vehicle specified on the customer card does not match, the cooperation partner shall be entitled to refuse to send an invoice to the Service Provider.

6.6.2 In order to prove the right to make purchases in the name of the Service Provider, the authorised user of the vehicle shall produce its customer card to the Service Provider'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 vehicle has been granted a right by the Customer to buy the respective goods or services.

6.6.3 The Customer may make agreements on the terms and conditions of use of the customer card with the user of the vehicle, but violation of the agreements shall not release the Customer from the obligation to pay the expenses.

6.6.4 By using the customer card, the Customer shall enjoy the Service Provider'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 customer service of the vehicle management service.

6.7 The Customer shall pay for the purchases made with the vehicle management service customer card on the terms and conditions agreed on in the vehicle management service contract.

6.7.1 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 vehicle management service contract;
- Regular maintenance works;
- Replacement and storage of tyres: regular seasonal replacement of tyres and storage of the second set of tyres with the Service Provider's cooperation partner;
- Cost of tyres: the cost of additional tyres acquired in the term of the vehicle management service contract from the Service Provider's cooperation partner;
• Use of replacement vehicle: use of the replacement vehicle on the terms and conditions agreed on in the vehicle management service contract;

• Roadworthiness test;

• Car wash;

• Other costs: the costs not listed above related to the possession and use of the vehicle.

6.7.2 If the Parties have agreed that the cost of purchases under a respective cost group is not included in the service provision fee, the Service Provider shall pay for the purchases to the cooperation partner and add the respective cost to the service provision fee invoice presented to the Customer in the next calendar month following the receipt of the actual invoice from the cooperation partner.

6.7.3 If the Parties have agreed that the cost of purchases under a respective cost group is included in the service provision fee to the extent of an agreed limit, the Service Provider shall pay for the purchases to the cooperation partner and deduct the respective cost from the agreed limit. Upon reaching the limit, the Service Provider shall add the cost in excess of the limit to the service provision fee invoice presented to the Customer in the next month following the receipt of the actual invoice from the cooperation partner.

6.7.4 If the Parties have agreed that the cost of purchases under a respective cost group is included in the service provision fee and the Customer is entitled to buy the respective goods or services an agreed number of times during the term of the vehicle management service contract, the Service Provider shall pay for the goods and services to the cooperation partner. If the Customer buys more respective goods or services than agreed on in the vehicle management service contract or buys the goods or services different from those agreed on, the Service Provider shall add the respective cost to the service provision fee invoice presented to the Customer in the next month following the receipt of the actual invoice from the cooperation partner.

6.8 If the Customer has been issued a fuel card, it shall entitle the Customer to buy fuel and/or car wash, car accessories etc. for the vehicle in the name of the Service Provider in the fuel stations of the agreed fuel seller.

6.8.1 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 Customer 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 Customer. More detailed information is available at the general phone number or e-mail address of customer service of the vehicle management service.

6.8.2 The fuel card may be used only for buying goods and services related to the vehicle. The Service Provider shall activate the fuel card no later than within 3 business days after signing the vehicle management service contract by the Service Provider and the Customer, provided that the conditions established in clause 6.2 of the General Conditions have been fulfilled.

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

6.8.4 By paying the fuel seller with the fuel card, the Customer shall enjoy the Service Provider's discounts. Further information about the discounts can be obtained at the general phone number or e-mail address of customer service of the vehicle management service.

6.8.5 The Service Provider shall pay the fuel seller for the purchases and add the respective cost to the service provision fee invoice presented to the Customer in the next calendar month.

6.8.6 The Service Provider shall be entitled to unilaterally terminate the provision of services and close the fuel card if (a) the Customer has exceeded the amount agreed on in the vehicle management service contract or its annex, in the extent of which the Customer 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 vehicle management service contract in a proper manner and/or (d) the fuel card has not been used for 3 months after its issue. The Service Provider shall not be responsible for any loss arising from the closing of the fuel card or inability to use it.

6.8.7 The validity term of the fuel card may be shorter than the term of the vehicle management service contract. At the expiry of the fuel card the Service Provider shall send a new fuel card to the Customer by mail at the address provided by the Customer in the vehicle management service contract unless otherwise agreed by the Parties. The Customer undertakes to notify the Service Provider immediately if the Customer has not received the fuel card.

6.9 If the Parties have agreed that the service provision fee invoice includes the service of handling insured events, the Service Provider shall represent the Customer in the procedures related to insured events in loss adjustment companies and shall organise the carrying out of repair works after the insured event.

6.9.1 When using the service of handling insured events, the Customer 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 Service Provider's cooperation partner. The Service Provider shall pay the Service Provider's cooperation partner for the repair, organise settlements with the insurer and if the deductible of casco insurance is applied to the Customer, the Service Provider shall add the repair cost in the extent of the deductible to the service provision fee invoice presented to the Customer in the next calendar month following the receipt of the invoice from the cooperation partner.

6.9.2 The Customer undertakes to pay any additional costs involved in the provision of the service that are not related to the service described in clause 6.9, including the cost of transport of the vehicle to the nearest repair shop. If the cost of transport of the vehicle to the repair shop is indemnified by the insurer or in the framework of some other service, the Customer shall not incur any additional costs.

6.9.3 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 customer service of the vehicle management service. The service of handling insured events is provided in Estonia, Latvia and Lithuania.

6.9.4 If the service of handling insured events is not included in the vehicle management service contract, the Customer shall pay a one-off fee for the service in conformity with the Service Provider's price-list that is available on the Service Provider's website www.swedbank.ee.

6.10 If the Parties have agreed that the service provision fee includes the 24 hour emergency service, the Service Provider shall provide the Customer with 24 hour operative assistance if the Customer has an emergency with the vehicle (technical failure, accident etc.).

6.11 The Service Provider shall provide advice to the Customer about the activities in case of emergency and if necessary organise transport of the vehicle from the place of the insured event to the repair shop of the vehicle. The service can be ordered at the general phone number or e-mail address of customer service of the vehicle management service.

6.11.1 If the service provision fee includes the 24 hour emergency service, the Service Provider shall
present no additional invoices to the Customer for the provision of the service, including for the cost of transport of the vehicle to the nearest repair shop. The Customer undertakes to pay the direct costs involved in the provision of the service, e.g. the cost of repair of the vehicle, the cost of fuel brought to the Customer etc.

6.11.2 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 customer service of the vehicle management service.

6.11.3 If the 24 hour emergency service is not included in the vehicle management service contract, the Customer shall pay a one-off fee for the service in conformity with the Service Provider's price-list, which is available on the Service Provider's website www.swedbank.ee.

6.12 If the Parties have agreed that service provision fee includes the transfer service, the Service Provider shall organise transport of the vehicle to and from the respective company providing the agreed services.

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

6.12.2 In case of providing the transfer service the Service Provider's representative shall accept the vehicle at the address indicated by the Customer, take it to the agreed location and return the vehicle after performance of the necessary activities to the same address.

6.12.3 The transfer service can be ordered from 8.30 to 17.00 on business days provided that the condition of the vehicle 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 customer service of the vehicle management service. The transfer service is provided in Tallinn, Tartu and Pärnu and in the vicinity of the above towns.

6.12.4 If the transfer service is not included in the vehicle management service contract or if the transfer service has been used the maximum number of times per month as provided in the contract, the Customer shall pay a one-off fee for the transfers not covered by the contract in conformity with the Service Provider's price-list, which is available on the Service Provider's website www.swedbank.ee.

6.13 The provision of services by the Service Provider shall terminate upon the expiry or termination of the vehicle management service contract. The Customer undertakes to compensate to the Service Provider for any costs related to the provision of the services which become apparent after termination of the vehicle management service contract but have been incurred at the time when the Service Provider provided the service to the Customer.

6.13.1 Upon early termination of the vehicle management service contract the Customer undertakes to compensate to the Service Provider for the expenses made by the Service Provider due to early termination of the vehicle management service contract in connection with the provision of the services (termination of insurance contracts, the cost of maintenance works etc.).

6.13.2 If the Parties have agreed that the cost of purchases related to the vehicle is included in the service provision fee in the extent of the agreed limit, the Service Provider shall return to the Customer the amounts paid but unused by the Customer within 2 months after termination of provision of the respective service provided that the Service Provider has no claims to the Customer that can be set off.

6.13.3 If the cost of regular maintenance work is included in the service provision fee to the extent of the agreed limit, the ownership of the vehicle belongs to the Service Provider and the Customer is in breach of the obligation to perform regular maintenance work on the vehicle as stipulated in the vehicle lease signed with the Service Provider, the Service Provider shall have the right not to return the unused amounts to the Customer.

6.13.4 If the Parties have agreed that the cost of purchases under a respective cost group is included in the service provision fee and the Customer is entitled to buy a product or order a service an agreed number of times during the term of the vehicle management service contract, the Service Provider shall not be obliged to compensate to the Customer for the cost of unused services.
6.14 If the Customer's rights have been violated in the opinion of the Customer, the Customer has the right to present complaints to the Service Provider about the Service Provider's cooperation partners within 45 days from the moment the Customer learnt or should have learnt about the violation of the rights. Upon the expiry of the above term it shall be considered that the Customer has agreed with the activity or transaction.

6.15 The Service Provider has the right to terminate the provision of the service(s) unilaterally and without prior notice if the Customer has failed to pay the service provision fee(s) for the previous calendar month(s) and/or insurance premiums.

7. Connection of Contracts

7.1 The Parties shall be entitled to prematurely and unilaterally terminate the vehicle management service 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.

7.2 The Service Provider shall be entitled to unilaterally terminate the vehicle management service contract also in case the Customer 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.

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

8. Miscellaneous

8.1 If any provision of the vehicle management service 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 vehicle management service contract.

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

8.3 All amendments to the vehicle management service contract shall be made by the Parties in writing or signed by them digitally.

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