

# GENERAL RENTAL TERMS AND CONDITIONS

Applies to passenger cars and light commercial vehicles up to 3.5 metric tons.

## 1. Use of the Vehicle

A copy of this rental agreement must be kept in the vehicle during the rental period and, upon request, shown to a police officer, customs officer, or any other person acting on behalf of the lessor's interest.

The vehicle may be employed for normal use within Sweden by the lessee. If another person is to drive the vehicle, the prior written consent of the lessor is required. The lessee is responsible for ensuring that the person driving the vehicle is legally entitled to do so. If lessee wishes to use the vehicle outside Sweden, this may only take place after lessors written permission.

Lessee is aware that their right to dispose of the vehicle under the rental agreement ceases immediately if, without lessor's written permission, they attempt to take the vehicle outside Sweden. This means that the police, customs authorities, or others acting in lessor's interest have the right to seize and retain the vehicle.

Lessee is liable for all costs that lessor may incur if lessee or their representative unlawfully takes the vehicle outside Sweden or to countries that lessor has not approved in writing.

Lessee may not sublet the vehicle to second party. Using the vehicle for transportation of passengers or freight for remuneration is not permitted. The vehicle must not be used to help start, pull, push, or otherwise move another vehicle. Use of vehicle in motor races is prohibited

## 2. Rental Fee and Late Payment

The rental fee for the vehicle is stated on the first page of this agreement. Lessee is responsible for ensuring that the rental is paid in full. In cases where the rental cost is to be paid by someone other than lessee, for example where a legal entity is invoiced, lessee nevertheless remains jointly liable by virtue of their signature for all costs relating to the rental being paid. The lessor reserves the right to assign the claim to a third party. Lessor has the right to request a deposit or advance payment of the rental fee. Lessor has the right to subsequently charge lessee for costs attributable to the rental. The rental fee does not include the cost of consumables such as oil, washer fluid, and fuel. In the case of invoicing, lessor are entitled to charge an invoice fee of SEK 100 incl. VAT.

If lessee does not pay the rental fee by the due date, default interest will be charged at a rate corresponding to the Swedish Central Bank reference rate applicable at the time plus 15 percentage points, as well as, where applicable, a reminder fee of SEK 150 incl. VAT.

## 3. Delayed or Non-Delivery

Lessor shall provide the vehicle at the agreed time. If lessor is unable to do so, lessee is entitled to a reduction in the rental fee corresponding to the delay or, if the delay is of material significance, to terminate the agreement.

Lessee is not entitled to terminate the agreement if lessor immediately and without noticeable inconvenience to lessee offers another acceptable vehicle.

Lessor is exempt from liability for compensation if they can show that the delay is due to circumstances beyond their control that they could not reasonably have foreseen when the agreement was entered into and whose consequences they could not reasonably have avoided or overcome. No compensation is paid for loss in business operations or consequential damages.

## 4. Care of the Vehicle

The lessee is responsible for ensuring that the vehicle is well looked after and shall ensure that it is maintained in good working order and in lawful condition. Oil, coolant, and tyre pressure must comply with the recommendations stated in the instruction manual, and the correct fuel must be used for the vehicle. Lessor has the right to charge lessee or the designated payer for all costs attributable to operating errors. If the vehicle is rented on monthly basis and driven more than 5,000 km, lessee must ensure that the prescribed service inspections are carried out at a workshop designated by lessor and duly noted in the service booklet. Upon request, lessor shall be able to inform when the service inspection is due. The cost of the service inspection will be reimbursed by lessor. If service has not been carried out in accordance with lessor's regulations, lessee will be charged SEK 2.50 per km exceeding the service interval stated in the vehicle's instruction manual. Lessor has the right to inspect the vehicle during the rental period if there is reasonable cause to assume that ownership is at risk or that there is a significant risk of depreciation beyond normal use. Smoking or transporting animals in the car is not permitted; in case of violation, a fee for sanitizing will be charged. The vehicle may not be overloaded, driven off-road, on unploughed roads, or in any other place where there is a risk of damage to the vehicle. Lessee must park the vehicle in a safe place to protect it against vandalism.

## 5. Measures in the Event of Defect, Damage, or Theft

Lessee must immediately notify lessor of any defect or damage to the vehicle and of any theft during the rental period. Lessee must observe and follow the vehicle's warning systems. After such notification, lessor shall inform lessee what measures are to be taken.

In the event of an insurance claim, lessee must submit a damage report to lessor. In the event of theft of the vehicle or keys, or damage to the vehicle caused by an unknown person, lessee is obliged to file a police report in the place where the theft or damage occurred and send a copy of the report to lessor. If lessee negligently fails to fulfil the above, lessee is liable to lessor for any damage caused thereby.

## 6. Lessor's Liability in the Event of Breakdown or Damage

Lessor is responsible for ensuring that the vehicle is in a roadworthy and lawful condition. If, during the rental period, a defect or breakdown occurs due to the condition of the vehicle, lessee is entitled to a reduction in the rental fee or, if this is of material significance, lessee has the right to terminate the agreement. However, the agreement may not be terminated if lessor, without unreasonable delay after being notified of the defect, repairs the vehicle or provides a replacement vehicle of the same or similar type as the rented one, and lessee has no special reason to reject the offer.

If a breakdown occurs due to a traffic or vehicle damage event that makes continued travel impossible, or if the vehicle is stolen, the agreement is terminated after lessee has contacted lessor and, in the case of theft, also filed a police report.

## 7. Lessee's Liability for Violations of Traffic and Parking Regulations

Lessee is liable to lessor for financial penalties arising from violations relating to road tolls, overloading, barrier tolls, traffic regulations, and parking regulations that may affect lessor as the owner of the vehicle. However, this does not apply if the violation was caused by such defects in the vehicle as lessee neither knew nor ought to have known about. If lessee fails to pay any fines, costs, or fees attributable to the vehicle rental in time for violations for which lessee is responsible, and lessor as the vehicle owner is forced to pay them, lessor has the right, in addition to the amount of the charge, to charge lessee an administration

fee of SEK 295 incl. VAT for each case. A fee of SEK 0 is also charged for notification to authorities regarding a registered speeding offence.

## 8. Lessee's Liability for Damage to or Loss of the Vehicle

Lessee is liable to lessor for ensuring that the vehicle is not damaged or lost during the rental period. Lessee is released from liability if the damage or loss is due to defects in the rented vehicle or if lessee can make it probable that the damage or loss was not caused by lessee through negligence or carelessness. An exception applies to damage attributable to normal wear and tear or for which a third party has accepted liability.

## 9. Lessee's Liability and Compensation Obligation per Damage Event in Case of Damage to or Loss of the Vehicle and for Driving Outside Sweden Without lessor's Permission

	Damage cost Without SKR*/SKE**	Damage cost With SKR*	Damage cost With SKE**
- Collision damage	SEK 12 500: -	SEK 4 000: -	SEK 0: -
- Traffic deductible	SEK 6 000: -	SEK 4 000: -	SEK 0: -
- Theft	SEK 6 000: -	SEK 4 000: -	SEK 0: -
- Theft with key	Vehicle value	Vehicle value	Vehicle value
- Fire damage	SEK 6 000: -	SEK 4 000: -	SEK 0: -
- Glass damage (stone chip)	SEK 5 000: -	SEK 0: -	SEK 0: -
- Towing / Recovery	SEK 6 000: -	SEK 4 000: -	SEK 0: -

\*SKR = Damage Cost Reduction \*\*SKE = Damage Cost Elimination

If the driver is under 24 years of age, an additional young driver damage charge of SEK 2,500 applies in the event of at-fault damage.

For driving abroad without permission, lessee will be charged a fee of SEK 5,000 in addition to any further costs under sections 9 and 10 of this agreement.

Lessee undertakes to review and approve the damage documentation designated by lessor before departure.

Rented additional equipment is not covered by damage cost reduction/elimination.

For a special fee, LESSEE may purchase the damage cost reduction (SKR) and damage cost elimination (SKE), the cost of which is stated on the first page of this agreement, in order to reduce their compensation liability for each damage event. After such reduction, lessee's liability is limited to the amount stated in the table above for each respective damage event.

For SKR and SKE to apply, lessee must fulfil the ordinary obligations in the event of damage and comply with applicable traffic offence legislation, for example by immediately submitting a damage report to LESSOR and following police instructions. In the event of parking damage, or if another driver has left the scene, a police report is required and, if possible, witness information.

When using the vehicle's legal liability insurance, LESSEE will be charged the deductible in accordance with the insurance company's terms, regardless of whether SKR or SKE has been purchased.

Purchased SKR or SKE does not release lessee from liability for repair costs for damage caused intentionally or through negligence, for example a carelessly loaded car, stained or damaged interior, broken controls, misfuelling, and similar circumstances.

SKR and SKE do not apply to damage occurring outside Sweden unless lessor has approved use in the respective country in writing in connection with the rental.

## 10. Limitation of Damage

Both lessee and lessor are obliged to take reasonable measures to limit their loss. If this is neglected, each party bears its share of the cost.

## 11. Return

At the end of the rental period, lessee shall return the vehicle to the place where it was collected or to a place specifically agreed upon.

Upon return, the vehicle shall be left in the same condition as when collected, except for normal wear and tear. Lessor and lessee shall, where possible, inspect the vehicle together to assess its condition.

If, upon return, the vehicle is found to be neglected or dirtier than would follow from normal use, lessor is entitled to charge a reasonable cost for restoring the vehicle.

Return must take place during lessor's normal opening hours, unless otherwise agreed. If lessee does not return the vehicle in accordance with the agreement, lessee is always obliged to compensate lessor for the costs incurred in restoring the vehicle to a place where it can be put into use by lessor.

Lessee is also obliged to pay additional rent under the agreement in the event of late return that cannot be attributed to lessor's liability under section 6.

Lessor may not invoke any powers due to delay in return if the failure to return the vehicle or request an extension of the rental period is due to death, serious illness, or any other similar circumstance.

It is prohibited, subject to criminal liability, to use the vehicle beyond the rental period.

## 12. Lessor's Right of Termination etc.

Lessor has the right to terminate the agreement if:

- Lessee does not fulfil their payment obligations to lessor and does not pay within a reasonable time after lessor has reminded lessee of this.
- The vehicle is subjected to abnormal driving or neglected in such a way that there is a significant risk of depreciation.
- Lessee otherwise breaches the provision of this agreement, compliance with which is of material importance to lessor.
- Lessee has had their driving license withdrawn.

## 13. Processing of Personal Data

Lessee's (and any driver's) personal data are processed in accordance with lessor's privacy policy, which is available on LESSOR's website or made available in another way. [Lessee undertakes to ensure that drivers are informed about the processing of personal data.] Lessee who breach the general rental terms and conditions are reported to the industry association Biluthyrarna Sveriges information list. Affiliated member companies have access to the information list and are recommended not to rent vehicles to persons listed therein. The information list is maintained with the permission of the Swedish Data Inspection Board in accordance with the Credit Information Act. Full information about the processing of personal data in the information list is available at [www.biluthyrarna.se](http://www.biluthyrarna.se).

# GENERAL RENTAL TERMS AND CONDITIONS

Applies to trailer rental

## **1 Use of the vehicle:**

The rented vehicle may be used for normal use within Sweden by the renter (lessee). If another person is to drive the vehicle, special permission from the lessor is required. Lessee is responsible for ensuring that the person operating the vehicle has valid driver's license. Use outside Sweden requires the written consent of the lessor. Lessee is responsible for ensuring that applicable laws and regulations concerning the rented vehicle and its use are complied with, including parking regulations. Lessee is responsible for and shall pay any fines or charges for parking violations or other use.

**2 Care of the vehicle:** Lessee shall take good care of the vehicle. Lessee is responsible for damage. Lessor has the right to inspect the vehicle during the rental period if there is reasonable cause to assume that there is a significant risk of depreciation beyond normal use.

**3 Lessee's liability** and compensation obligation per damage event in the event of damage to or loss of the vehicle and for driving outside Sweden's borders without lessor's permission.

LESSEE may purchase damage cost reduction (SKR), the amount of which is stated on the first page of this agreement, to reduce their compensation liability from SEK 5,000 to SEK 1,500 and to SEK 2,500 for horse, car, and boat trailers. Purchased SKR does not release lessee from payment liability for damage and abnormal soiling caused by negligence, for example a carelessly loaded vehicle, support wheel/legs not raised, or similar. For roof damage deemed to be negligence, a deductible of SEK 12,500 applies. For driving outside Sweden's borders without permission, a charge of SEK 2,500 applies.

In the event of an insurance claim, lessee must submit a damage report to lessor. In the event of theft of the vehicle or keys, or damage to the vehicle caused by an unknown person, lessee is obliged to file a police report in the place where the theft/damage occurred and send a copy of the report to lessor.

**Return:** At the end of the rental period, lessee shall return the vehicle to the place where it was collected or to another place specifically agreed upon, and during lessor's normal opening hours. The vehicle shall be returned in the same condition as when collected. If lessee does not return the vehicle in accordance with the agreement, lessee is always obliged to compensate lessor for the costs necessary to restore the vehicle to a place where it can be used by lessor. Lessor also has the right to charge rental compensation.