

# GENERAL RENTAL TERMS

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

## 1. Use of the Vehicle

A copy of this rental agreement shall be kept in the vehicle during the rental period, and on request be presented to a police officer, customs officer or another person acting on behalf of the lessor's interests.

The vehicle may be employed for normal use in Sweden by the lessee. Should another person wish to drive the vehicle, the expressed written consent of the lessor shall be required. The lessee is responsible for ensuring that the driver of the vehicle is authorised to drive the vehicle. Should the lessee wish to use the vehicle outside of Sweden, this may be done only after the lessor has given written permission.

The lessee is aware that his right to dispose of the vehicle according to the rental agreement is immediately terminated should he try to take the vehicle outside of Sweden, without the lessor's written permission. This means that the police / customs or another entity acting in the interest of the lessor has the right to seize and detain the vehicle.

The lessee is responsible for all expenses the lessor may incur if the lessee or his representative has unlawfully taken the vehicle outside Sweden or into countries which the lessor has not approved in writing.

The lessee must not rent the vehicle to a second party. Using the vehicle for the 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 the vehicle in motor races is not permitted.

## 2. Rent and Delayed Payment

The rent for the vehicle is specified on the first page of this agreement. The lessee shall be responsible for paying the rent. In such cases where the rental cost shall be paid by someone other than the lessee, for example where a legal entity is invoiced, the lessee shall still remain jointly and severally responsible through his signature, for ensuring that all expenses related to the rent are paid. The lessor is entitled to request a deposit or an advance payment of the rent. The lessor is entitled to after charge the lessee for costs attributed to the rent. Costs for automotive fluids such as oil, windshield washer fluid and fuel are not included in the rent. In the context of invoicing, the lessor is entitled to debit an invoice fee of \_\_\_\_: - including VAT.

Should the lessee not pay the rent on the due date, interest shall be charged on the overdue payment at a rate equal to the reference rate of the Swedish Central Bank applicable at the given time plus ( \_\_%) percentage points and if applicable, a reminder fee of SEK \_\_\_\_: - including VAT.

## 3. Delayed Delivery or Non-delivery

The lessor shall supply the vehicle at the time agreed. Should the lessor not meet this condition, the lessee is entitled to a reduction of the rent corresponding to the delay. Should the delay be of significant importance to him, he is entitled to terminate the agreement.

The lessee is not entitled to terminate the agreement should the lessor immediately and without any noticeable inconvenience for the lessee provide another acceptable vehicle.

The lessor is free from liability should he demonstrate that the delay is due to circumstances beyond his control that he could not reasonably have foreseen when the agreement was entered into and the consequences of which he could not reasonably have avoided / overcome. Compensation is not paid for losses with regards to business or consequential damages.

## 4. Vehicle Maintenance

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 shall be in accordance with the recommendations specified in the instruction manual and the correct fuel for the vehicle shall be used. The lessor is entitled to charge the lessee or the assigned payee all costs attributed to handling errors. If the vehicle in the context of monthly rent is used for a mileage exceeding \_\_\_\_ km, the lessee shall ensure that statutory service inspections are conducted at one of the lessor's designated repair facilities and that a stamp has been entered into the service book. The lessor shall upon request be able to inform the lessee when the service inspection is to take place. The cost of the service inspection shall be reimbursed by the lessor. In the event that the vehicle has not been serviced according to the lessor's regulations, the lessee shall be charged a fee of SEK \_\_\_\_ per km that exceeds the service interval according to the vehicle instruction manual. The lessor is entitled to inspect the vehicle during the rental period, if he has reasonable grounds to believe that the ownership may be jeopardised or that there is a significant risk of depreciation, above and beyond normal wear and tear. Smoking and transporting animals in the car are prohibited; in case of a breach, there is a charge for the cleaning of the vehicle. The vehicle may not be overloaded, be driven off-road or on

unploughed roads or in any place where there is a risk of damage to the vehicle. The lessee shall park the vehicle in a safe place with regards to vandalism.

## 5. Measures in the Context of Faults, Damage or Theft

The lessee shall promptly notify the lessor of faults or damage to the vehicle and theft during the rental period. The lessee shall observe and abide by the vehicle warning system. After such notice a notice, the lessor shall notify the lessee of the measures to be taken.

In the context of insurance claims, the lessee shall make a damage claim to the lessor. In the context of the theft of vehicles or keys and damage to the vehicle caused by an unknown person, it is the responsibility the lessee to file a police report at the place where the theft / damage occurred and send a copy of the report to the lessor. Should the lessee neglect to fulfil the above, the lessee is responsible to the lessor for the damage caused thereby.

## 6. The Lessor's Liability for Stoppage or Damage

The lessor is responsible for ensuring that the vehicle is in good working order and lawful condition. Should fault or stoppage occur during the rental period due to the condition of the vehicle, the lessee is entitled to a reduction of the rent, or should this be of significant importance to him, the lessee is entitled to terminate the agreement. The agreement may not be terminated if the lessor, without unreasonable delay after being informed of the fault, repairs the vehicle or provides a replacement vehicle of the same or similar type as the rented vehicle and the lessee has no special reason to reject the offer.

Should a stoppage occur due to traffic or vehicle damage, making it impossible to continue the drive or if the vehicle is stolen, the agreement shall be cancelled after the lessee has contacted the lessor. In the context of theft, the lessee shall also file a police report.

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

The lessee answers to the lessor for payment of financial penalties for breaches of road fees, overload, tolls, traffic and parking regulations, which may affect the lessor as the vehicle owner. This does not apply if the breach has been caused by such shortcomings on the vehicle that the lessee neither knew or ought to have known.

If the lessee fails to pay any fines, costs or fees attributable to the rent of the vehicle caused by a breach for which he is responsible in due time, but the lessor as the owner of the vehicle is forced to pay these, the lessor is entitled to charge the lessee an administration charge of SEK \_\_\_\_ including VAT for each case, in addition to the ordinary fee. A fee of SEK \_\_\_\_ is furthermore charged for notifying the authority of a registered speed violation.

## 8. The Lessee's liability for loss or damage to the vehicle

The Renter is liable towards the Car Hire Company for loss or damage to the vehicle which occur during the rental period. The Renter is not liable to the extent the loss or damage is due to defects in the vehicle or if the Renter can make probable that the loss or damage is not caused by the Renter's negligent acts or omissions. The Renter is not liable for normal wear and tear or damage for which a third party has admitted liability.

## 9. The Lessee's Responsibility and Liability per Damage Clause in the Context of Damage to or Loss of the Vehicle and when Driving outside Sweden without the Lessor's Permission

	Cost of Damage	Reduction	Elimination
- Vehicle Damage	SEK ____.	(SEK ____.)	(SEK ____)
- Traffic Deductible,	SEK ____	(SEK ____)	(SEK ____)
- Theft	SEK ____	(SEK ____)	(SEK ____)
- Theft with Key	SEK ____	(SEK ____)	(SEK ____)
- Fire Damage	SEK ____	(SEK ____)	(SEK ____)
- Glass Damage	SEK ____	(SEK ____)	(SEK ____)
- Salvage and Rescue	SEK ____	(SEK ____)	(SEK ____)
- Clearance damage	SEK ____	(SEK ____)	(SEK ____)
- Driving Abroad without Permission			SEK ____

The lessee undertakes to inspect and approve the damage documentation assigned by the lessor prior to departure.

Rented equipment is not covered by the collision damage reduction / waiver

The lessee may reduce his liability through a collision clause for an extra fee, i.e., Collision Cost Reduction, the size of which is listed on the first page of this agreement. After such a reduction, the lessee's liability, within each collision clause, is limited to the amount including VAT specified above in parentheses.

When using the vehicle's legal liability insurance, the deductible of the lessee is charged in accordance with the terms of the insurance company, regardless of whether the Collision Cost

Reduction has been signed. The Collision Cost Reduction does not apply for damages that occurred outside Sweden. Should the lessor have approved use in another country, the Collision Cost Reduction is extended to the relevant country / countries. The Collision Cost Reduction shall not apply should the vehicle be stolen with keys.

For the Collision Cost Reduction to be valid, the lessee must meet standard obligations in the context of damage incidents, e.g., immediately file the damage claim to the lessor. In the context of parking damage, or hit and run situations, a police report and, if possible, witness information is required.

If the driver is under the age of 24 and has inflicted damage, a "youth deductible" of SEK \_\_\_\_\_ including VAT is paid beyond what is stated above and regardless of whether the lessee has taken out the Collision Cost Reduction.

The Collision Cost Reduction does not disclaim the lessee from liability for repair costs for damage caused by negligence, such as a carelessly loading the vehicle, staining or damaging the interior, broken controls, faulty refuelling and the like.

#### **10. Mitigation of Damages**

It is the responsibility of both the lessee and the lessor to take reasonable steps to mitigate their loss. Should this be neglected, each party shall be responsible for his part of the cost.

#### **11. Returning**

Upon the expiration of the rental period, the lessee shall return the vehicle to the location where it was collected or to a place specially agreed upon.

Upon return, the vehicle shall be returned in the same condition as upon collection, apart from normal wear and tear.

The lessor and the lessee shall, if possible, inspect the vehicle jointly to assess its condition.

Should the vehicle upon return be found neglected or soiled beyond that resulting from normal use, the lessor is entitled to charge a reasonable fee for the restoration of the vehicle.

The return shall be made during the lessor's normal business hours, unless otherwise agreed. Should the lessee not return the vehicle in accordance with the agreement, the lessee is always liable to reimburse to the lessor the costs that were necessary to bring the vehicle to such a place where it can be used by the lessor.

The lessee is hence required to pay additional rent according to the agreement, in the context of delayed return that can not be considered the responsibility of the lessor paragraph 6.

The lessor may not claim any authority with regard to delay in return should the failure to return the vehicle or the request that the rental period is extended be due to death, serious illness, or other similar circumstances.

Use of the vehicle outside the rental period is prohibited, subject to criminal liability.

#### **12. The Lessor's Right of Cancellation, etc.**

The lessor is entitled to cancel the agreement should:

- a) the lessee not fulfil his payment commitments to the lessor and not pay within a reasonable time after the lessor has reminded the lessee thereof.
- b) the vehicle be subjected to abnormal operation or neglect so that there is significant reduction in value.
- c) the lessee in general breach the provisions of this agreement, where compliance is of significant importance to the lessor.
- d) the lessee's driving license be suspended.

#### **13. Processing of personal data**

The personal data of the HT (and possibly of the driver) are processed in accordance with the UH Privacy Policy, which is available on the UH website or otherwise made available. [The HT undertakes to ensure that drivers are informed about the personal data processing.] HT that violates the general rental conditions is reported to the industry association Biluthyrarna Sveriges information list. Connected member companies have access to the information list and are recommended not to rent vehicles to the listed persons. The information list is held with permission from the Swedish Data Protection Authority in accordance with the Credit Information Act (Sw. Kreditupplysningslagen). Full information on the processing of personal data in the information list is available at [www.biluthyrarna.se](http://www.biluthyrarna.se).

