

# GENERAL RENTAL TERMS

Applies to passenger cars & light commercial vehicles of up to 3.5 metric tons. Adopted by the Swedish Car Rental Association for the car rental industry.

## 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 SEK 60 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 (8,0%) percentage points and if applicable, a reminder fee of SEK 60 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 mileage exceeding 3000 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 30 including VAT 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 of SEK 3500 including VAT 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 300 including VAT for each case, in addition to the ordinary fee. A fee of SEK 300 including VAT is furthermore charged for notifying the authority of a registered speed violation.

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

In the event of any damage during the rental period, it is the responsibility of the lessee at the latest, in connection with the return of the vehicle, to submit a correctly completed claim for damages. In order for lessee to be free from liability in the event of damage, a written report from a witness and / or police report or other documentation must be enclosed which proves that the damage has not arisen through negligence. The exception to requirements is damage in the windscreen / front which can be derived from stone chips.

## 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
- Vehicle Damage	SEK 15000
- Traffic Deductible	SEK 9000
- Theft	SEK 15000
- Theft with Key	SEK 2 * SE Basic Amount
- Fire Damage	SEK 15000
- Glass Damage	SEK 10000
- Salvage and Rescue	SEK 9500
- Clearance damage	SEK 15000
- Driving Abroad without Permission	SEK 15000

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 pay a special fee, so-called damage cost reduction (CDR), reduce its liability for compensation for each damage cost item whose size is stated on the first page of the agreement. 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 damage cost reduction has been signed or not. The damage cost reduction does not apply for damages that occurred outside Sweden. Should the lessor have approved use in another country, the damage cost reduction is extended to the relevant country / countries. The damage cost reduction will not be valid if the vehicle been stolen with keys. For the damage cost reduction to be valid, the renter 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 2000 including VAT is paid beyond what is stated above and regardless of whether the lessee has signed the damage cost reduction. The damage 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 cannot 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. The Black List of the Swedish Car Rental Association

The lessees (and / or drivers) that violate the above conditions, or otherwise cause damage to the lessor, are reported as a matter of routine to the black list of the Swedish Car Rental Association. The black list is distributed to participating car rental companies with a recommendation not to rent vehicles to the persons listed. Processing of personal data takes place in accordance with the Personal Data Act. Members of the Swedish Car Rental Association abide by the PCI

## 14. Treatment of personal information

The rental firm treats rental man's personal information in a computerized system to make our obligations and make our own rights according to this agreement. The personal information that is treated is name, security number, driver license, address, phone and email address. Besides this are the information about the rental car, miles, prices and conditions saved. The information is saved for 7 years + current year after the agreement ended. The personal data is used exclusively in the rental business and is not disclosed to anyone else except at the request of the police authority or third parties in the case of inquiries regarding fees incurred when using the rental car. The rental man has authorization to once a year without any fee in written take part of which information that is registered. The rental man has authorization to correct any fault information. See our full privacy policy on our website [www.mabi.se](http://www.mabi.se).