

General terms and conditions – Rental agreement

(Applies to passenger cars and light trucks)

1. Use of the vehicle

A copy of the rental agreement shall, at all times during the rental period, be kept in the vehicle and be presented to police, customs agent, or other officials who may represent the interests of the lessor (LR). The Lessee (LE) may use the vehicle for normal usage in Sweden. The lessor must provide express written consent before any other person may drive the vehicle. The lessee is liable for the driver of the vehicle being authorized to drive the vehicle. The lessor must provide express written consent to any use of the vehicle outside Sweden. The lessee is aware that their right to dispose of the vehicle as provided in this rental agreement shall terminate immediately upon any attempt to transport the vehicle outside of Sweden. This entitles the Police or Customs Authorities, or any other person acting in the interests of the lessor to take possession and impound the vehicle. The lessee is liable for all costs to the lessor that may arise in the event the lessee or their representative wrongfully transports the vehicle from Sweden or from countries the lessor has not expressly approved in writing. The lessee may not rent the vehicle to any other party. The vehicle may not be used for transporting persons or goods for remunerative purposes. The vehicle may not be used to provide jump-starting aid, tow, push or otherwise move any other vehicle. The vehicle may not be used in motor sports of any kind.

2. Rental fees and late payment

The rental fees for the vehicle are stated on the first page of this agreement. The lessee is liable to pay these fees. When the rental fees and costs are paid by a third party other than the lessee, as with billing to a legal entity, the lessee, through their signature, remains jointly and severally liable for payment of all costs attributable to the rental. The lessor has the right to request a deposit or advance payment of the rental fees. The lessor has the right to charge additional fees from the lessee for costs attributable to the rental fees. The rental fees do not include costs for consumption of fluids such as oil, windshield washer fluid, and fuel. For invoicing, the lessor has the right to charge a billing fee of SEK 62.50: including VAT. If the lessee fails to pay the rental fees when due, then penalty interest of 8% above applicable reference interest rates set from time to time by the Riksbank (Swedish National Bank) shall be due, and when applicable, a reminder fee of SEK 50. including VAT.

3. Late or non-delivery

The lessor shall make the vehicle available at the agreed time. If the lessor cannot fulfill this obligation, the lessee has the right to reduction of the rental fee that correspond to the delay thereof or to cancel to agreement, if the delay is material to them.

The lessee does not have the right to cancel the agreement if the lessor immediately, and without material inconvenience to the lessee, offers another acceptable vehicle.

The lessor shall be released from liability for compensation if they can demonstrate that the delay is caused by circumstances beyond their control, and that they reasonably could not be expected to have foreseen when the agreement was concluded, and the consequences for which they could not have reasonably avoided or overcome. Compensation shall not be paid for loss to **commercial operations or consequential damages.**

4. Care of the vehicle.

The lessee is liable to ensure the vehicle is well maintained, and that it retains full function and compliance with legal requirements. Oil, coolant, and tire pressure shall be maintained as recommended in the operating manual, and the correct fuel for the vehicle shall be used. The lessor has the right to charge the lessee, or the registered payer, for all costs attributable to operating errors committed by the lessee. If the vehicle is rented on a monthly basis and is used for a longer driving distance than 2,500 kilometers, the lessee shall ensure that prescribed service inspections are performed by a workshop designated by the lessor, and the service manual is duly stamped. The lessor shall, on request, inform as to the odometer reading at the time of such service inspection. In the event that service to the vehicle is not performed according to these rules, the lessee shall be charged a fee of SEK 10 for every 100 kilometers exceeding the service distance in the vehicle operating manual. The lessor shall pay for the cost of such service inspection. The lessor has the right to inspect the vehicle during the rental period, when they have reasonable cause to assume their ownership rights are endangered or a significant risk is present for loss of value (in excess of normal wear) to the vehicle. Smoking or transporting animals in the vehicle is not permitted, and on breach hereof, a vehicle cleaning fee shall be charged. The vehicle may not be overloaded, driven off-road or on unplowed roads, or in other locations where risk of damage to the vehicle is present. The lessee shall park the vehicle in a location secure from damage.

5. Managing faults, damage, theft, and the lessor's liability

The lessee shall immediately notify the lessor of any fault or damage to the vehicle, and of theft during the rental period. The lessee shall monitor and follow the vehicle warning system. The lessor shall, on such notification, inform the lessee of the actions to take. In cases where insurance may be applicable, the lessee shall file a damage claim with the lessor. In the event of theft (of the vehicle or keys), and damage to the vehicle caused by unknown persons, the lessor is liable to file a police report for the theft or damage and provide a copy thereof to the lessor. If the lessee neglects to fulfill these duties in relation to the lessor, they shall be held liable for damages arising therefrom.

6. The lessee's liability for operational failure or damage

The lessee is liable to ensure the vehicle retains full function and remains in compliance with legal requirements. In the event of operational failure or fault to the vehicle arising due to its condition, the lessee shall have the right to reduction of the rental fees, or, if this occurrence is material to them, the right to cancel the agreement. However, the agreement may not be canceled if the lessor, without unreasonable delay after receiving such notification, ensures the vehicle is repaired, or offers an equivalent replacement vehicle, and the lessee has no special reason to refuse such an offer. If the operational failure is due to traffic or body damage, which prevents further use of the vehicle, or if it is stolen, then the agreement is terminated after the lessee has notified the lessor, and, in case of theft, filed their police report.

7. The lessee's liability for violation of traffic or parking regulations

The lessee is liable to the lessor for financial consequences resulting from violations of road use fees, overload fees, bridge fees, or traffic and parking regulations that the lessor may be subject to in their capacity as vehicle owner. This does not apply if the violation is caused by such fault in the vehicle that the lessee neither knew or should have known about. If the lessee fails to pay such fines, costs, or fees attributable to their rental of the vehicle and for which they are liable due to their violation, and the lessor, in their capacity as vehicle owner, is forced to pay the same, then the lessor has the right to charge the lessee for the amount of such fine, or similar, and for a processing fee of SEK 300. - including VAT for every separate case. The fee of SEK 300 is also charged for notification to governmental authority for every speeding violation that is registered.

8. The lessee's liability for damage to or loss of the vehicle

The lessee is liable for damage to or loss of the vehicle during the rental period. This does not apply to damage that is attributable to normal wear, or when a third party has acknowledged their liability for such damage.

General description of the insurance offering from

Codan Forsikring A/S through Trygg-Hansa Försäkring (branch)

The lessee may choose insurance for the rental period. The insurer of this is Codan Forsikring A/S through Trygg-Hansa Försäkring (branch). This insurance covers damage to the rented vehicle for an amount not exceeding SEK 15 000 ("Maximum coverage"). No insurance coverage for theft of the vehicle key is provided. TPI reduces the liability for damage to the vehicle up to the maximum coverage for theft and CDI reduces liability for damage to the vehicle up to the maximum coverage for remaining damage components as provided in column 1) below. SCI reduces liability for damage to the vehicle up to the maximum coverage for as provided in column 2) below under condition that both TPI and CDI are purchased. If the driver is under 25 years of age and causes damage a deductible of SEK 2,000 shall apply. This insurance coverage shall apply in Sweden only. If the lessor has approved use of the vehicle in another country or countries, this insurance coverage shall also apply in such countries. What the insurance does not cover: additional rented equipment, damage caused by negligence or carelessness, as with incorrectly loaded vehicle, spotted or torn interior, broken controls, smoking or similar, damage caused by running out of fuel or refueling with the incorrect type of fuel, if the vehicle is stolen with the key or if the lessee cannot return the vehicle's keys.

Lessee's liabilities: To immediately submit, in the event of damage, a damage claim to the lessor. For damages during parking, hit-and-run, theft or collision with an animal, to file a police report thereof, and if possible, provide witness information.

9. The lessee's liability for damage to or loss of the vehicle and liability to indemnify

	Damage claim.
- Vehicle damage, Fire damage, Salvage and rescue, Theft, Legal expenses and Clearance damage	(SEK 15,000)
- Traffic injury, 3rd party damage	(SEK 5,000)
Theft of key	SEK vehicle's full value)
- Glass damage	(SEK 10,000)
- Damage, caused by driver younger than 25 years	(SEK 2,000)

The lessor agrees, prior to departure, to review and approve damage claim documentation as provided by the lessor. In regard to vans, and minivans, an additional fee of SEK 1,600 per claim and claim component shall be charged. A processing fee of SEK 300 including VAT is applied to each claim and claim component. These indemnity levels apply unless otherwise agreed in writing with the lessors.

10. Mitigation of damages

Both the lessee and lessor are liable to undertake measures to limit any damages. The party who neglects this liability shall carry their share of such costs.

11. Return

At the end of the rental period, the lessee shall return the vehicle to the location where it was first received, or otherwise as specifically agreed. On return, the vehicle shall have the same condition as when first received, except for normal wear. The lessor and lessee shall, where possible, jointly inspect the vehicle for assessment of condition. If, on return, the vehicle is found to have been poorly maintained or excessively soiled beyond what is considered normal use, the lessor shall be entitled to charge the lessee reasonable fees for refurbishing the vehicle. The vehicle shall be returned during normal operating hours at the lessor, unless otherwise agreed. If the lessor fails to return the vehicle as agreed, they are liable to compensate the lessor for any costs that arise in returning the vehicle to a location where it may be used by the lessor. The lessee is also liable to pay additional rental fees as provided in this agreement for late return and which cannot be attributed to the lessor's liability under section 6. The lessor does not intend to assert any claim in the event of late return or request to extend the rental period if the reason therefore is due to death, serious illness, or other similar circumstance. The vehicle may not be any extended period under liability of penalty.

12. The Lessors right to terminate, and similar

The lessor has the right to terminate the agreement if:

- The lessee fails to fulfill their payment undertakings to the lessor and fails to pay within reasonable time after demand is made therefore.
- The vehicle is subjected to extraordinary driving or is poorly maintained to an extent causing significant risk for loss of value.
- The lessee otherwise neglects the rules provided in this agreement for which compliance has material significance to the lessor.
- The lessee has their driving license revoked.

13. Information list maintained by Biluthyrarna Sverige (BUS)

The lessee (and or driver) who violates the terms and conditions provided above, or otherwise causes damage to the lessor, are routinely reported to the Information list maintained by Biluthyrarna Sverige (Rental association). This information system is available to all member vehicle hire companies of Biluthyrarna Sverige with a recommendation not to hire vehicles to persons identified in the system.

14. Processing personal data and obtaining consent

First Rent a Car AB (company registration number 556434-7820 at address Box 12850, 112 97 Stockholm, Sweden) acting as lessor herein, is the controller of personal data for processing the lessee's personal data. The lessor processes the lessee's personal data in order to be able to fulfill its obligations and protect its rights as provided in this agreement. In their operations, the lessor will process the lessee's personal data, such as name, personal ID number, driving license number, address, telephone number, and e-mail address, credit card data, employer's name and address, and information regarding frequent flier, or other bonus or loyalty programs. In connection with renting the vehicle, the lessor will also verify the lessee's identification using a special service whereby the lessee's identity documentation will be scanned and its authenticity verified thereby.

Personal data the lessor obtains directly from the lessee (through order by telephone, the lessor's rental desks or stations, mobile phone apps, or social networks) or from public registries (such as the Vägverket Traffic Registry and the Statens personadressregister, SPAR (national personal address registry). Furthermore, the lessee's personal data is obtained from companies (located both within and outside the EU) with whom the lessor maintains commercial relations (such as the lessor's group owner, the lessor's franchisee and franchiser car rental operations, IT service providers the lessor hires from time to time, and other commercial partners such as travel, air, hotel, car sharing pools, and auto sales and insurance businesses (identified as the companies below).

The data is used for, but not limited to, the following: enabling fulfillment of agreements, or to administer, assess and develop customer relationship, as through directed marketing activities (where the lessee has not refused consent to such processing), credit checking, risk assessment, to prevent misuse or improper use of the lessor's services in our activities to provide safe and secure services, and assessment and determination regarding the lessor's commercial operations. The personal data shall be used exclusively when appropriate for commercial purposes and to improve the capability of the lessor to provide the lessee personal service and the processing is performed exclusively by persons entitled to maintain such information for the purposes stated above.

The information is preserved as long as necessary in relation to the purposes the personal data is collected or as restricted by law. The lessor's scanning of identity documentation will be preserved for twelve months and will only be used for the purpose of providing evidence in relation to claims, or as documentation for possible criminal investigations.

Certain personal data may also be transferred or compiled, both within and outside the EU, with other companies (as defined above), for which you hereby provide consent for. The purposes of such transfers include the necessity of providing information for internal coordination and collaboration within the lessors group of companies, and for internal and external marketing. In the even the lessee's payment obligation is not fulfilled, the personal data may be provided to debt collection operators, government authorities or courts for collection, determination and fulfillment of the liabilities provided in this agreement. The lessee has the right to receive, once yearly at no charge, their personal data as maintained and processed by the lessor after written request therefore to the postal address provided above in this section. If the lessee's personal data are processed in violation to the Swedish Personal Data Act, the lessee has the right to request their personal data be corrected, blocked, or deleted. Data stripped of identification, that can therefore not be attributed to any individual, will be compiled and used without restriction therefore by the lessor for their own purposes, and may be provided to the companies (as defined above) who are either internal or external recipients thereof. In signing this rental agreement, I hereby consent to the lessor processing my personal data and other information as provided above.

Components (maximum indemnity amount SEK 15,000) Deductibles

	1) TPI/CDI	2) SCI
Vehicle damage, Traffic injury, Theft, Fire damage, Salvage and rescuer, Legal expenses, Glass damage	SEK 5,000	SEK 0

You can choose to accept PAI insurance that applies for traffic accidents. If you are injured, you can receive invalidity benefits of up to SEK 500,000, death benefits of SEK 50,000, and benefits for necessary medical, travel and dental expenses. The amounts apply to each and every passenger. Damaged personal property is indemnified for up to SEK 10,000. In addition hereto, the insurance guarantees all persons legally residing in Sweden, swift access to qualified specialist care after examination and specialist referral in the event of an accident. The PAI includes accidental damage coverage that includes indemnity for erroneous refueling or interior damage. Accidental damage coverage protects against damage to any object inside the car or in the truck's driver's cab, and if you lose the vehicle keys due to a sudden, unforeseen event. Costs for towing to a workshop and cleaning the tank if you have erroneously refueled the car. For more information regarding insurance, please read the pre and post purchase information and terms and conditions.

You can find the full terms and conditions, and how Trygg-Hansa processes your personal data at www.trygghansa.se/Hertz.