

## GENERAL RENTAL TERMS

Applies for passenger cars & light commercial vehicles up to 3.5 metric tons rented after September 2019. 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 interest.

### 1. Use of the vehicle

The vehicle may be employed for normal use within the Nordic countries 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. The vehicle may only be used outside the Nordic countries if the lessor has a written permission and only in the areas covered by the approval (Approved area). The lessee is aware that his right to dispose of the vehicle according to the lease agreement immediately expires if he tries to move the vehicle out of the approved area. The lessee is responsible for all expenses the lessor may incur if the lessee or his representative has unlawfully taken the vehicle outside the approved area or into country which the lessor has not approved in writing.

It is not permitted to:

- rent the vehicle to another.
- to transport people or goods against payment.
- to use the vehicle to provide starting assistance, tow, push or in other ways move another vehicle.
- to use the vehicle in any kind of motor racing competition.
- to smoke, transport animals or transport chemicals in the vehicle.
- to overload the vehicle, drive it in terrain or on unpaved roads or at other places where there is a risk of damage to the vehicle.
- to park the vehicle in place that involve the risk of vandalism.

In case of infringement, a fee of SEK 3000 incl VAT for the remediation of the vehicle.

### 2. Collateral, reservation, rental, delay with payment and conveyance

The rent for the vehicle is specified on the first page of this agreement. The lessee shall be responsible for paying the rent and all other additional costs stated in the rental agreement. In such cases where the rental cost shall be paid by someone other than the lessee, for example where a legal entity is involved, 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, released by the bank 5-8 days after terminated rental if no other charge applies. 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. A prepaid reservation can be changed up to 48 hours before pickup with a surcharge according to the currently applicable tariff. A rebooking to a cheaper vehicle does not entitle to a refund of the difference. In case of cancellation before the agreed pick-up time, the entire amount paid is refunded, with a deduction for a cancellation fee according to the current price list. Cancellations must be done via the website or via e-mail to [reservations@sixt.se](mailto:reservations@sixt.se). It is not possible to cancel or re-book a rental after the agreed pick-up date. In the context of invoicing, the lessor is entitled to debit an invoice fee of minimum SEK 100:- 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 percentage points and if applicable, a reminder fee of minimum SEK 100:- including VAT. The lessor also has the right to charge reminders, delays and collection fees as required by law. The lessor has the right to transfer its rights and obligations under this lease agreement.

### 3. Delayed delivery or non-delivery

The lessor shall supply the vehicle at the time agreed. Should the lessor not meet the conditions, 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 indirect or consequential damages.

### 4. Vehicle Maintenance

The lessee is responsible for ensuring that the vehicle 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 oil, cooling water, tyre pressure and 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 is used for a mileage exceeding 5 000 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 services according to the lessor's regulations, the lessee shall be charged a fee of SEK 20:- including VAT per 10 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.

### 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. Similarly, the lessee shall immediately notify the lessor of theft of the vehicle. The lessee shall observe and abide by the vehicle warning system. After such 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 written and correctly filled 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 immediately 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. If breakdown occurs due to traffic or road damage, making it impossible to continue driving or if the vehicle is stolen, the lessor may choose to terminate the contract or to submit to a replacement vehicle. In case of cancellation, compensation is not paid for indirect damage, loss in business or consequential damage.

### 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 minimum SEK 500:- including VAT for each case, in addition to the ordinary fee.

### INFORMATION FROM TRYGG-HANSA

#### Damage excess reduction from Trygg Hansa

Damage excess reduction is property insurance that can be taken out with Trygg Hansa through Sixt. Such insurance is available for three different levels: CT1, CT1 + CT1 Drive safe and CT1 + TG. If you have taken out CT1, the damage excess is reduced per damage, by the amount specified in the table below (in SEK). If you supplement CT1 with CT1 Drive Safe and/or TG, the excess is reduced even further. The minimum age for taking out these insurances is 24 years. Additional rented equipment is not covered by the damage excess reduction.

#### Damage catalogue

The lessors have compiled a damage catalogue which demonstrates the estimated cost of repair of various types of damages. The catalogue is an estimate and the cost can be higher. The renter has been given the opportunity to review the damage catalogue at the time for signing the rental contract and acknowledges that in any event damage occurs, in any case pay compensation of at least the amount per damage, shown in the damage catalogue for the damage which may be noted when the car is return- red, when no damage excess reduction is signed.

#### What the insurance does not indemnify

If the car is used in a cordoned-off racing area or is used for races, displays or while driving at speed in circumstances similar to a race, no indemnity is made. The insurance is not valid on any part of the racetrack, and no indemnity is made if damage occurs when driving on frozen water. This does not apply if the vehicle is driven on an ice road for which the Swedish Transport Administration is responsible.

#### Full terms and conditions and pre- and post-purchase information

Full terms and conditions and pre- and post-purchase information are available at [www.trygghansa.se/sixt](http://www.trygghansa.se/sixt). For this insurance to be valid, the person hiring the vehicle must fulfil the regular obligations arising in the event of a claim, e.g. immediately submit a claim form to the person renting out the vehicle. In the event of parking damage, or if the driver of another vehicle has committed a 'hit and run', a police report must be filed, if possible with details of any witnesses.

#### Your actions may affect the indemnity

Bear in mind that your actions may affect the indemnity paid out from your insurance in the event of damage. In order to receive the correct indemnity, you must comply with certain requirements under the duty of care; otherwise, the indemnity may be reduced by 25, 50 or 100 percent. The extent to which we reduce the indemnity depends on how your negligence has affected the extent of the damage. For example, if you drive the vehicle under the influence of alcohol, the indemnity is reduced by 100 percent. The duty of care also applies to additional drivers. Lock the car when you leave it. The key to the lock must not be stored or concealed in or in close proximity to the vehicle and must never be left unsupervised unless it is locked away. Compensation is never paid if the driver himself intentionally causes the damage intentionally or through gross negligence or if the driver is punishable by alcohol or other intoxicant, or if the driver drives without a valid and required driver's licence. Goods in the vehicle shall be stored safely so that they cannot cause damage to the vehicle. Requirements made of the driver – in the following cases, no indemnity is made:

- If the driver causes the damage deliberately or through gross negligence, or if the driver is under the influence of alcohol or another intoxicant to the extent that this is punishable by law, or if the driver drives without a valid driver's licence of the type required for the vehicle being driven.

In addition, the lessor is entitled to compensation of at least SEK 500 including VAT, for work to comply with the Police Authority's or other authority's request to the lessor to provide the identity of the lessee or driver. It is the responsibility of the the lessee to be informed of the laws and regulations in Sweden.

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

The lessee shall immediately report damage or loss of the vehicle to the insurance company and the lessor and, when so called, make a police report. The lessee is responsible for damage to or loss of the rented vehicle. Exclusion of liability applies if the damage can be attributed to normal usage or the lessee can prove that the damage not occurred because of the lessee's negligence. If the lessee is liable for damage to or loss of the vehicle during the rental period, liability is payable to the lessor according to point 9 below. However, if the lessee has caused the injury or loss intentionally or through gross negligence, no liability limitation applies. The lessee is not responsible for damage that can be attributed to normal wear and tear, original defects in the vehicle or which a duly insured third party must prove to be responsible for alternatively voluntarily replacing.

### 9. The Lessee's Responsibility and Liability per Damage Clause in the Context of Damage to or Loss of the Vehicle.

The lessee undertakes to inspect and approve the damage documentation assigned by the lessor prior to departure. The lessee shall pay compensation to the rental firm for damage for which he is liable as specified below:

Type of injury / Damage	Damage to vehicle / rim	Traffic insurance	Break-in	Theft	Theft with key	Fire damage	Glass / per wheel	Towing and rescue
Cost reimbursement All vehicles types	SEK 45 500:-	SEK 45 500:-	SEK 45 500:-	SEK 100 000:-	Vehicle market price	SEK 45 500:-	SEK 45 500:-	SEK 45 500:-

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, see "Damage excess reduction from Trygg Hansa". 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 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 refuel- ling and the like. If the driver is under the age of 24 and has inflicted damage, a "youth deductible" of SEK 3 000:- including VAT is paid beyond what is stated above and regardless of whether the lessee has taken out the Collision Cost Reduction.

### 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 written agreed upon. The return shall be made during the lessor's normal business hours, unless otherwise agreed. 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. If the vehicle is returned outside normal opening hours, the lessor's inspection of the vehicle may be delayed until the next working day and it is up to the lessee to park the vehicle so that no damage can occur during the interim period. 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 if

- 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.
- the vehicle be subjected to abnormal operation or neglect so that there is significant reduction in value.
- the lessee in general breach the provisions of this agreement, where compliance is of significant importance to the lessor.
- the lessee's driving license be suspended.
- the lessee risks or de facto damages Sixt as a trademark.

### 13. Personal data processing in some cases

The lessee (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.

At the request of the Police Authority or other authority, the lessor will provide information on the identity of the lessee and the driver. The lessee and the driver agree, through their signature below, that the lessor processes the personal data of the person concerned in this manner.

### 14. Anti-money laundering actions etc.

The lessee undertakes to provide, at the lessor's request, all information regarding, among other things, the lessee's and payment provider (legal person) financial position, ownership structure, who or what persons own more than 25 percent of payment provider and if anyone has a controlling influence over the payment providers ("Real Principal"), the identity of the payment provider's board members and all other information that the lessor needs to fulfil "customer knowledge" and similar identification procedures and to otherwise fulfil its obligations under law (2017: 630) on measures against money laundering and terrorist financing and Act on Registration of Real Principal (2017: 631). For this reason, the lessor is entitled to carry out investigations regarding the lessee and payment providers.

### 15. Disposal of vehicle

The lessee is aware that the lessor has the right to dispose of the vehicle and to detain the vehicle if the lessee, in the lessor's opinion, violates any provision of this agreement or would use / misuse the vehicle in such a way that it violates this agreement or would pose a significant risk to the lessor. Such a circumstance may but not exclusively be that the lessee does not return the vehicle when the rental period has expired and / or if the lessee use the vehicle outside the approved area. This means that the lessor, the authority or others acting on the lessor's behalf or in the lessor's interest have the right to dispose of and detain the vehicle without the lessee's consent.

With its signature, the lessee confirms that the lessee has read and understood the lessor's general rental terms and the following information from Trygg Hansa regarding damage cost reduction and insurance.

Type of injury / Damage	Damage to vehicle / rim	Traffic insurance	Break-in	Theft	Theft with key	Fire damage	Glass / wheel	Towing and rescue
Excess CT1 Car	SEK 9 500:-	SEK 9 500:-	SEK 9 500:-	SEK 100 000:-	Vehicle market price	SEK 9 500:-	SEK 9 500:-	SEK 9 500:-
Excess CT1 Minibus/special cars, vans	SEK 10 500:-	SEK 10 500:-	SEK 10 500:-	SEK 100 000:-	Vehicle market price	SEK 10 500:-	SEK 10 500:-	SEK 12 500:-
Excess CT1 + CT1 Drive Safe Car	SEK 0:-	SEK 0:-	SEK 0:-	SEK 100 000:-	Vehicle market price	SEK 0:-	SEK 9 500:-	SEK 0:-
Excess CT1 + CT1 Drive Safe Minibus/special cars, vans	SEK 0:-	SEK 0:-	SEK 0:-	SEK 100 000:-	Vehicle market price	SEK 0:-	SEK 10 500:-	SEK 0:-
Excess CT1 + TG Car	SEK 9 500:-	SEK 9 500:-	SEK 9 500:-	SEK 100 000:-	Vehicle market price	SEK 9 500:-	SEK 0:-	SEK 9 500:-
Excess CT1 + TG Minibus/special cars, vans	SEK 10 500:-	SEK 10 500:-	SEK 10 500:-	SEK 100 000:-	Vehicle market price	SEK 10 500:-	SEK 0:-	SEK 12 500:-
Excess CT1 + CT1 Drive Safe + TG Car	SEK 0:-	SEK 0:-	SEK 0:-	SEK 100 000:-	Vehicle market price	SEK 0:-	SEK 0:-	SEK 0:-
Excess CT1 + CT1 Drive Safe + TG Minibus/special cars, vans	SEK 0:-	SEK 0:-	SEK 0:-	SEK 100 000:-	Vehicle market price	SEK 0:-	SEK 0:-	SEK 0:-

Datum

Underskrift