

GENERAL RENTAL TERMS
(Applicable for private automobiles and light trucks up to 3.5 tons)

1. Payment conditions

The rental charge for the vehicle is stated on the first page of this agreement. The rental man is responsible for payment. In the event that the rental charge is to be paid by a party other than the rental man, is the rental man still responsible and severally liable for payment of the rental charge until full payment made. The rental firm is entitled to request a deposit or advance payment of rent. The rental charge does not include fuel costs and other consumption products. When invoicing, the rental firm is entitled to debit an invoice fee. If the rental man does not pay the rent before payment day will interest on overdue payment be added together with a fee that is presented on the contract's first page.

2. Delivery of the vehicle

The rental firm shall supply the vehicle at the agreed time and is responsible that the vehicle at the delivery time is in function and legal according to the Swedish laws. If the rental firm is unable to fulfil this requirement shall the rental man be entitled to a reduction of the rental charge equivalent to the delay or, if the delay is of vital significance to him, he shall be entitled to cancel the agreement. The rental man is also entitled to compensation for damage suffered as a result of the delay with a sum that corresponds to substantiated costs. The rental man shall not be entitled to cancel the agreement if the rental firm immediately, and with negligible inconvenience to the rental man, offers him another acceptable vehicle. The rental firm shall not be liable to pay damages if it can be shown that the delay was caused by circumstances beyond his control. Compensation is not payable as a consequence of damages or for loss in business.

3. Use of the vehicle

The vehicle may be utilized within Sweden. If another person is going to drive the vehicle must special permission be obtained from the rental firm. The rental man is responsible that the driver of the vehicle has a valid driver's licence for the vehicle. If the rental man wish to use the vehicle outside Sweden is it only permitted after written permission granted by the rental firm. If the vehicle is driven by a non approved driver or taken outside Sweden borders are the compensation in §7 not valid or the signed reduction of excess, but the rental man is fully responsible to compensate the rental firm for all costs that have arisen by this handling. The rental man may not rent the vehicle to another person. Transporting of persons or goods in the vehicle for compensation is not permitted. The vehicle may not be used to pulling, pushing or otherwise moving other vehicle. But vehicles provided with hook are permitted to pull trailer. It is not permitted to use the vehicle in automobile races as well as training vehicle.

4. Maintenance of the vehicle

The rental man is responsible for ensuring that the vehicle is properly maintained and that it is kept in functioning and statutory condition and that oil, cooling fluid, tyre pressure and the given recommendations in driver manual. If the vehicle is driven further than 30 days, the rental man shall ensure that the prescribed service inspections are performed by an authorized workshop for the make of vehicle concerned and that such service is entered in the service book. If the rental man not fulfil this conditions has the rental firm right to reject the rent. The rental firm shall advise the rental man of the mileage indication at which such service inspection shall be performed or inform in which way the vehicle warning system indicates time for service. The cost of the service inspection shall be repaid by the rental firm. The rental firm shall be entitled to inspect the vehicle during the rental period if there is reason to assume that the ownership is in jeopardy or that there is considerable risk of the value of the vehicle decreasing more than what would be the consequence of normal use.

5. Liability of rental in case of violation of traffic and/or parking regulations.

The rental man shall be liable to the rental firm for any economic sanctions as a result of violation of traffic or parking regulations during the rental period that can cause the rental firm as owner of the vehicle. However, this is not applicable if the violation is caused by deficiencies on the vehicle of which the rental man was unaware and could not have been expected to be aware. The rental man is responsible for congestion tax and other taxes and fees within the rental time. If the rental man does not in due time pay fines or charges caused by infringes for which he is responsible, and the rental firm as owner of the vehicle is forced to pay them, the rental firm shall be entitled to debit the rental man, in addition to the fines or charges, a service fee that is written on the contract's first page. This mentioned right is also applicable for not paid congestion tax, taxes or other fees.

6. Measures and the partners liability in case of breakdown, damage or loss of vehicle.

The rental man shall as soon as possible inform the rental firm of any fault or damage to the vehicle or of theft during the rental period. The rental man shall watch and follow the vehicles warning system. Upon receiving such information the rental firm shall advise the rental man of the measures to be taken. The rental man is obliged to perform the measures that are reasonably for the rental man to fulfil, for example make a report of the broken damages, report to police, take the vehicle for examination of damage etc. It is the rental man responsibility to give the reports to the rental firm. Should the rental man neglect to inform shall he be liable for any ensuing damage to the rental firm. The rental man is allowed, without informing the rental firm, have any repairs performed that may be necessary to enable the vehicle to be driven, provided that the cost does not exceed sek 1.250:- included VAT. The cost of repair shall be repaid by the rental firm unless the rental man is responsible for such cost according to item 7. The rental man must be able to substantiate his expenditure by receipts. Old damaged parts shall be returned to the rental firm after the rental period. If faults or engine failure arise during the rental period due to the vehicle condition, is the rental man entitled to reduce rental fee or if it is essential meaning for the rental man, cancel the contract. The contract is not to be cancelled if the rental firm without reasonable time after that the rental firm received information about the fault repairs the vehicle or give another vehicle of similar type as the rented. The rental man is entitled to reasonable compensation for the damage that the rental man is suffering in case of the broken vehicle.

7. Liability and compensation at loss or damage on the vehicle

The rental man is liable to the rental firm for ensuring that the vehicle is not lost or damaged during the rental period. If the vehicle is lost during the rental period due to theft or damage is on the vehicle that result in need of reparations shall the rental man pay the rental firm up to the maximum sum that is presented below. In this sum are trace compensation included and other costs connecting with the theft or reparation.

Excess, sek	Reduced compensation, sek	
- Damage to vehicle	15.000	(5.000)
- Traffic insurance franchise	9.000	(3.000)
- Theft/burglary	15.000	(5.000)
- Theft with key	Car value	Car value
- Fire damage	15.000	(5.000)
- Glass damage	3.000	(5.000)
- Towing and rescue	3.000	(5.000)
- Damage driver under 25 years old	1.500	(1.500)

The rental man is exempted from liability if the damage or loss is caused by deficiencies in the rented vehicle. Against a special charge (reduction of excess), the amount of which is stated on the first page of this agreement the rental man can reduce his obligation to compensate damage for each damage section. After such reduction the rental man's obligation to pay damage is limited to the amount incl. VAT is specified above in brackets in each section, respectively. The reduced compensation does not cover the obligation to compensate damages if the vehicle is stolen by means of a key. For the reduced compensation to apply, the rental man must fulfil normal obligations when damage occurs, e.g. immediately submit a notification of damage to the rental firm. In case of parking damage or if the driver of the other vehicle has left the scene of the accident and at theft, filing of report with the police is required and, if possible, also of statement of witness(es). The rental firm shall inform the rental man about any damages on the vehicle. The rental man has the responsibility to examine the vehicle at the collecting and together with the rental man inform any damages that not are documented. The signing of a reduced compensation agreement does not release the rental man from liability for costs of repairs of damage which has ensued by negligence, e.g. careless loading of the car, stained or torned upholstery, broken controls and similar but the rental man is obliged to compensate the rental firm all costs that have arisen due to the above management.

8. Limitation of damage

It is incumbent upon both the rental man and the rental firm to take reasonable measures to limit the damage likely to be suffered. Failure to do so will result in the party concerned having to bear a corresponding part of the loss. The mentioned compensation according to item 7 is only valid if the rental man is fulfilling his obligations according to the contract, in other case shall the rental man compensate the rental firm total costs that has arisen due to that the rental man not fulfilled his obligations according to the contract.

9. The rental firm's right to rescind the agreement etc.

The rental firm is entitled to rescind the agreement if
a) the rental man does not fulfil his payment undertakings to the rental firm and does not make payment within reasonable time after receipt of the rental firm's reminder,
b) the vehicle is subjected to abnormal driving or is neglected to such an extent as to cause considerable risk of reduction in value,
c) in other respects the rental man disregards provisions in this agreement the observance of which is of essential significance to the rental firm.
d) the rental man brings or try to brings the vehicle out of Sweden without written permission
The rental man is entitled to rescind the agreement if
a) at delayed or no delivery according to the terms of §2.
b) at faults or stops due to the vehicle's condition according to terms in §6.
c) at theft of the vehicle, assumed that the rental man fulfilled his obligations according to §6. At the rental firms rescind of the agreement has he the right immediately to make necessary steps to collect the vehicle. This involve that police/costume or other person that act for the rental firms interest are in the right to take the vehicle into custody and keep the vehicle. The rental man is responsible for every cost that that the rental firm has to pay if the rental man or his deputy without permission brings or tries to bring the vehicle outside Sweden or the countries that the rental firm permitted in written. If the vehicle stops according to traffic damage or vehicle damage which makes it impossible to go on or if the vehicle will be stolen is the contract broken after that the rental man contacted the rental firm and at car theft also made report to the police.

10. Return of the vehicle

Upon expiry of the rental period the rental man shall return the vehicle to the place where it was collected, or to a place agreed upon. The return shall be during the normal opening hours of the rental firm, unless otherwise agreed. Failure to return the vehicle in accordance with the agreement will oblige the rental man to reimburse rental firm for costs necessitated by returning the vehicle to a place where it can be utilized by the rental firm. If the vehicle at the return is dirty that it is not possible to make a damage inspection has the rental firm right to demand a cleaning of the vehicle before damage inspection. The rental firm must be compensated for any new damages that will be discovered. The rental man is obliged to pay for extend rent according to the contract at delayed return that not can depend on the rental firm responsibility item 5. If the vehicle at the return is badly cared or badly soiled apart from deterioration resulting from normal wear and tear is the rental firm entitled to have a reasonable compensation for getting the vehicle to normal conditions, including disappearance of any smell. The rental firm is not responsible for any forgotten things in the vehicle. It is a criminal offence to use the vehicle after the expiry of the rental period.

11. BURF's information list

Rental mans (and/or drivers) acting in violation of the above terms or in any other way causing loss or damage to the rental firm will be reported as a matter of routine on BURF information list. The list is distributed to car rental firms which are members of BURF, with recommendation to not hire vehicles to the persons listed. BURF Information system is acknowledged by Datainspektionen and fulfils current regulations.

12. 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 are name, driver licens, adress, phone and email adress. Besides this are the information about the rental car, miles, prices and conditions saved. The information is saved 36 months after the agreement ended. 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.