

GENERAL TERMS AND CONDITIONS OF HIRE

1. Use of the vehicle

- The hire car may be driven in Sweden and temporarily in the other Nordic countries. Use of the hire car outside the Nordic countries requires written authorisation from the hire company.
- The hire car may only be driven by the customer and, with the customer's consent, members of their family. Authorisation from the hire company is required before another person is permitted to drive the hire car. The customer shall always be liable to the hire company irrespective of who is the driver. The use of the hire car for driving lessons is permitted if the supervisor has the legal authorization. The hire car may not be used for motor racing.
- The customer shall be responsible for ensuring that any person driving the vehicle has a valid driving licence and is sober. The customer shall be liable for damage caused to the vehicle if it is driven by an intoxicated person because this damage is not covered by insurance. A copy of the car hire agreement shall always be carried in the hire car.

2. Care hire payments and delays in payment

- The customer shall be responsible for making the car hire payments in accordance with this hire agreement.
- The hire company shall have the right to request a deposit or advance payment on the hire. The hire payments shall not include the costs of fuel, other consumable fluids or washing costs.
- When invoicing, the hire company shall have the right to charge a billing fee of SEK 60 (SEK 75 incl. VAT). Should the customer fail to make the hire payment on the due date, penalty interest at a rate equivalent to the current discount rate of the Swedish Central Bank plus eight percentage points shall be incurred.

3. Insurance and excess

- The customer may pay for a collision damage waiver regarding any damage incurred on the vehicle. See separate list for costs for different claim situations as well as for juvenile excess.
- Reductions in excess apply when damage is incurred as a result of an accident over which the customer could have no control during normal use of the vehicle. Reductions in excess shall not apply, however, when damage is incurred as a result of negligence, for example a carelessly loaded car, dirty or broken equipment, broken controls or similar.

4. Parking fines etc.

- The customer shall be responsible for ensuring that all fines, fees or other violations are paid in good time, normally within ten days. Should the hire company, in its capacity as owner of the vehicle, receive a payment reminder, the customer shall incur a service charge of SEK 625 including VAT, in addition to the fine, for each violation.

5. Delayed or failed delivery

- The hire company shall be responsible for ensuring that the vehicle is in good working order and lawful condition at the agreed time. Should this not be the case, the customer shall have the right to cancel the agreement or request a reduction in the hire payments equivalent to the defect or delay. The customer shall be entitled to reasonable compensation for expenses incurred directly as a result of this neglect.
- However, rescission or compensation may not be invoked when the hire company offers to remedy the fault or provide another acceptable vehicle and the correction is made within a reasonable time and without the customer incurring any costs or discernible disadvantage.

6. Vehicle maintenance

- The customer shall be responsible for ensuring that the vehicle is well maintained and kept in a lawful condition.
- If the vehicle is to be used for journeys of more than 5000 kilometres, the customer shall ensure that the prescribed service inspections are carried out at an authorised dealership and that they are recorded in the logbook. The hire company shall specify the odometer readings at which such service inspections are to take place.
- The hire company shall be entitled to inspect the vehicle during the hire period if it has reasonable grounds to assume that its ownership is at risk or there is significant risk of depreciation above and beyond that resulting from normal use.

7. Actions to be taken in the event of a fault, damage or theft

- It is the duty of the customer to ALWAYS notify the police of any incidents of parking damage, vandalism, break-in, theft or collision with animals.
- The customer shall use and comply with the vehicle's warning system and shall notify the hire company of any fault or damage to the vehicle as well as theft which occurs during the hire period. Upon receipt of such information, the hire company shall inform the customer of the actions to be taken regarding the vehicle.
- However, the customer may undertake repairs costing up to SEK 300 which are necessary for the vehicle's performance without notifying the hire company.
- The repair costs shall be reimbursed by the hire company unless the customer is responsible for the costs as stipulated in section 9. The customer shall provide a receipt or other satisfactory proof of such expenditure.
- In the event of an insurance claim, the customer shall notify the hire company of the claim as soon as possible and otherwise fulfil the hire company's obligations towards the insurance company. In the event of damage to or theft of the vehicle caused by an unknown person and which was discovered or should have been discovered by the customer, it is therefore incumbent upon the customer to notify the police at the location where the damage/theft occurred and to send a copy of the report to the insurance company. Should the customer be negligent in the fulfilment of their obligations to the insurance company, the customer shall be liable to the hire company for any damage resulting from this.

8. Hire company's liability in the event of breakdown or damage

- In the event of a breakdown or fault occurring during the hire period and over which the customer had no control, the customer shall have the right to cancel the agreement or request a reduction in hire payments from the date on which the fault occurred. However, the agreement may not be cancelled if the hire company, no later than the day after which it became aware of the fault, has the vehicle repaired or provides a replacement vehicle of the same or a similar model to the hire car. The customer shall be entitled to reasonable compensation for expenses incurred directly as a result of the fault unless the hire company can show that the customer has been negligent.
- Should the breakdown be due to traffic or vehicle damage or theft, thereby preventing continued operation, the agreement shall be cancelled once the customer has contacted the hire company and, in the event of theft, has notified the police. The hire company shall not be liable for damage to goods in transport.

9. Responsibility and liability of the customer for damage to or loss of the vehicle

- The customer shall be liable to the hire company for ensuring that the vehicle is not damaged or lost during the hire period. The customer shall pay compensation to the hire company to the extent that the damage/loss is not covered by such insurance as specified in section 3 above. The customer shall be released from liability if the damage or loss is due to defects in the hire car or the customer can demonstrate that the damage or loss was probably not caused by negligence. The customer shall agree to read and comply with the instructions contained in the folder supplied with each vehicle.
- The customer shall be responsible for any financial penalties which may befall the hire company as the vehicle's owner for violation of traffic and parking regulations during the hire period. It shall be incumbent upon the customer to pay particular attention to section 4 above relating to parking fines. However, financial penalties shall not apply if the violation was caused by such deficiencies in the vehicle about which the customer neither knew nor should have known.

10. Return of the vehicle prior to expiry of hire period

- The customer shall have the right to return the vehicle prior to the expiry of the agreed hire period. Should this be the case, the hire company shall be entitled to compensation amounting to 10% of the fixed daily rate for the remainder of the hire period, but never for longer than one week.
- The hire company shall not be entitled to such compensation if the return is due to death, serious illness or other similar circumstances of which the customer was unaware at the time the agreement was entered into.

11. Return on expiry of hire period

- On expiry of the hire period, the customer shall return the vehicle to the location from which it was acquired if no other location has been agreed.
- The vehicle shall be returned in the same condition as it was in when picked up. If possible, the vehicle is to be inspected jointly by a representative of the hire company and customer to assess its condition.
- The customer may extend the hire agreement with the same terms and conditions with the consent of the hire company.
- Should the vehicle not be returned in accordance with the agreement, the customer shall be liable for all costs incurred by the hire company for transporting the vehicle to the location agreed in the agreement.
- The customer shall not be entitled to use the vehicle after expiry of the hire period. Should the vehicle be used contrary to these provisions, the customer risks being reported to the police.

12. Hire company's right of cancellation etc.

- The hire company shall have the right to cancel the agreement with immediate effect if:
 - a) the customer does not fulfil their payment obligations towards the hire company when they become due for payment.
 - b) the vehicle is exposed to abnormal driving or otherwise neglected such that there is a significant risk of depreciation.
 - c) the customer in any other way disregards the provisions of this agreement, observance of which is not of only minor interest to the hire company.

13. Personal Data Processing

- Volvo Car Retail AB, as the "Owner", serves as the personal data controller for the processing of the customer's ("Renter") personal data. The Owner only collects and processes personal data pertaining to the Renter as is necessary to fulfil the contract with the Renter.

Personal data that may be collected and processed includes: name, personal identification number, driving licence, driving licence number, address, telephone and mobile phone numbers, email address, payment card information, credit history, name and address of employer. Personal data is collected directly from the Renter or from public registries, e.g. Swedish Road Traffic Registry and Statens personadressregister (SPAR). The vehicle is connected to Volvo On Call by the Owner, which enables the vehicle's condition, position, and data to be processed in order to provide the customer with an assured rental experience. In cases where the Renter's payment obligation or other parts of the contract are not fulfilled, the personal data may, in such cases, be disclosed to debt collection agencies and/or authorities.

The data is used to fulfil the contract, to perform credit and risk assessments, to prevent misuse or improper use of the Owner's services such that these remain safe and assured, for administration purposes and for evaluation and decision-making concerning the Owner's business and operations. Personal data is solely used when it is justified for business reasons and to improve the Owner's capacity to offer personal service to the Renter. Personal data is only processed by persons who are entitled to possess the data for the aforementioned purposes.

As long as you are a customer of ours, your personal data is retained and processed for the stated purpose and for a maximum of 3 years afterwards.

The Renter has the right to request information free of charge, one per calendar year, regarding the Renter's personal data processed by the Owner. If the Renter considers that the processing of personal data is improper, the Renter has the right to lodge a complaint with the supervisory authority. Further information and full terms and conditions regarding

Volvo Car Retail's processing of personal data can be viewed at: www.volvocarretail.se/webbplatsen/integritetspolicy