

Rental agreement Jäckvik Fjällcenter

1. Who can drive

In order to drive a snowmobile in Sweden, you must be 16 years old and have a driver's license for allterrain vehicles. Snowmobiles may also be driven by anyone who has a Swedish driving license or tractor license issued before 01-01-2000. Anyone who has had their driving or tractor license revoked after 01/01/2000 must have a driver's license to drive a snowmobile. You can also drive without a driver's license if you are part of a group in the tourist industry with a maximum of ten people who have a driver's license or tractor license AM and are 15 years old, and who are led by a person with a driver's license for all-terrain vehicles along a distance determined by the leader before the trip. As a foreign driver (within EEA*), you have the right to drive a snowmobile in Sweden if you have the right in your home country. If you cannot show it or if you come from a country outside the EEA, the only possibility is to be part of a group in the tourism industry or that you have a Swedish driver's license. *EES countries are the member states of the EU, as well as Norway, Iceland and Liechtenstein.

In Norway, the following applies: From 1/7 2006 you must have a class S driver's license to drive a snowmobile. The minimum age is 16, but until you turn 18 you can only drive class 1 snowmobiles (a snowmobile where the ratio between engine power and weight is no more than 0.20 kW/kg). Those who have driving licenses in classes A, A1, B, S and T which are from before 1/7 2006 may continue to drive snowmobiles.

In Finland, the following applies: A person over the age of 15 may drive a snowmobile off-road. The driver must hold a driving license in at least class T on official snowmobile trails, when driving on roads or when crossing a road.

2. Use of the vehicle

A copy of this rental agreement must, during the rental period, be kept in the vehicle and on request presented to a police officer, customs officer or other person representing the lessor's (UH) interests. The vehicle may be used for normal use within Sweden by the lessee (HT). If another person is to drive the vehicle, special written consent from UH is required. HT is responsible for ensuring that the person driving the vehicle is authorized to drive the vehicle. If HT wishes to use the vehicle outside of Sweden, this must only take place after UH's written approval.

HT is aware that his right to dispose of the vehicle according to the rental agreement ends immediately if he tries to take the vehicle out of Sweden without UH's written permission. This means that Police/Customs or others who act in UH's interest have the right to dispose of and detain the vehicle.

HT is responsible for all costs that UH may suffer if HT or its deputy illegally took the vehicle outside of Sweden or countries, which UH has not approved in writing.

HT itself is responsible for finding out which laws and local regulations apply and for following them. HT may not rent out the vehicle to others. Transport with the vehicle of people or goods against compensation is not permitted.

The vehicle may not be used to provide starting assistance, tow, push or otherwise move another vehicle. It is not permitted to use the vehicle in motor competitions.

3. Rent and delay in payment

UH has the right to request a deposit amount or an advance on the rent. UH has the right to postdebit HT for costs related to the rent. Fuel or oil is not included in the rent. When invoicing, UH has the right to charge an invoicing fee of SEK 50 including VAT.

If HT does not pay the rent on the due date, late payment interest will be charged, at an interest rate corresponding to the Riksbank's reference rate applicable at any time plus 8 percentage points and, where applicable, a reminder fee of SEK 50: - including VAT.

4. Delayed or non-delivery

UH must provide the vehicle at the agreed time. If UH cannot fulfill this, HT is entitled to a reduction of the rent corresponding to the delay or, if the delay is of significant importance to him, to cancel the agreement.

HT does not have the right to cancel the contract for UH immediately and without noticeable inconvenience for HT offers another acceptable vehicle.

UH is released from liability for compensation if he can demonstrate that the delay is due to circumstances beyond his control which he could not reasonably be expected to have anticipated when the agreement was entered into and whose consequences he could not reasonably have avoided/overcome. Compensation is not paid for loss in business or consequential damages.

5. Caring for the vehicle

HT is responsible for the vehicle being well looked after and must ensure that it is maintained in a functional and legal condition. Oil level must be checked according to specified instructions. UH has the right to charge HT or designated payer for all costs attributable to handling errors. UH has the right to inspect the vehicle during the rental period, if it has reasonable grounds to assume that ownership is endangered or that there is a significant risk of a decrease in value, beyond what follows from normal use. The vehicle must not be overloaded, driven on weak ice, open water or in another place where there is a risk of damage to the vehicle. HT must park the vehicle in a safe place against vandalism.

6. Measures in the event of fault, damage, theft and the lessor's responsibility

HT must immediately notify UH of faults or damage to the vehicle and of theft during the rental period. HT must observe and follow the vehicle's warning system. UH shall, after such notification, notify HT of the measures to be taken. In case of insurance, HT must report the claim to UH. It is the duty of HT to make a police report in the event of theft of a vehicle or keys and in the event of damage to the vehicle caused by an unknown person in the place where the theft/damage occurred and send a copy of the report to UH. In the event of failure to fulfill the above, HT is liable to UH for any resulting damage.

7. UH's responsibility in the event of downtime or damage

UH is responsible for ensuring that the vehicle is in operable and legal condition. Occurs during the rental period due to the vehicle's condition is faulty or service is down, HT is entitled to a reduction in the rent, or if this is of essential importance to him, HT has the right to cancel the agreement.

However, the agreement may not be canceled in the case of UH without unreasonable delay after he has been informed of the fault, has the vehicle repaired or provides a replacement vehicle of the same or similar type as the rented one and HT has no particular reason to reject the offer. If downtime occurs due to traffic or carriage damage, which makes continued travel impossible, or if the vehicle is stolen, the contract will be canceled after HT has contacted UH and, in the event of theft, also filed a police report.

8. HT's responsibility for violations of traffic and parking regulations

HT is liable to UH for financial penalties due to violations of road tolls, overloading, toll charges, traffic and parking regulations, which may affect UH as the owner of the vehicle.

However, this does not apply if the violation was caused by such defects on the vehicle that HT neither knew nor knew about.

If HT does not timely pay any fines, costs or fees attributable to the vehicle rental caused by violations for which it is responsible, but UH as the owner of the vehicle is forced to pay them, UH has the right, in addition to the amount of the fee, to charge HT an expedition cost of SEK 300 : – including VAT for each case.

9. HT's responsibility for damage to or loss of the vehicle

HT is responsible for damage to or loss of the vehicle during the rental period. Exceptions to this apply to damage attributable to normal wear and tear. UH inspects the vehicle both when it is handed over and when it is taken back.

10. HT's responsibility and liability for compensation in the event of damage to or loss of the vehicle Maximum damage cost per vehicle

- Personal injury SEK 15,000
- Car damage SEK 15,000
- Fire damage SEK 15,000
- Salvage and rescue SEK 15,000
- Theft of properly locked vehicle SEK 25,000
- Unlawful taking of the vehicle with key SEK The full value of the vehicle
- Damage to clutch belt (checked by UH) present at start of rental SEK 1000
- Damage to new (run-in) reserv clutch belt mounted by HT SEK 2900
- Damage to track, SEK 4500/lug. Damage to 3 or more lugs under the same rental period SEK 15000
- Damage to track other than lug-damage SEK 15000

HT:s responsibility and liability in case of smaller damages of all kinds that do not reach maximum damage cost per vehicle

The cost of spare-parts, labor-cost reparation and transport to and from the workshop is calculated by staff member in charge at UH after finalised inspection at return.

HT undertakes to read and approve the damage documentation assigned by UH before departure. These remuneration levels apply unless another written agreement has been signed with UH. Damages are paid directly on the spot. UH has the right to withhold any deposit until full compensation has been paid.

11. Limitation of Damages

It is incumbent on both HT and UH to take reasonable measures to limit their damage. If this is neglected, each bears its share of the cost.

12. Return

At the end of the rental period, HT must return the vehicle to the place where it was collected or to a place that has been specially agreed upon. The vehicle must then be filled up with the correct fuel.

Eventual extra fill-up of fuel and oil to be paid by HT on sight after finished rental. For current liter price of correct fuel and oil that may be topped up after return, contact UH.

The kilometer-gauge will be checked on return, if the 80 kilometer/day included have been passed the HT will be charged with SEK 7/kilometer.

When returning the vehicle, the vehicle must be left in the same condition as when it was picked up, apart from normal wear and tear. UH and HT shall, if possible, jointly inspect the vehicle to assess its condition.

If, upon return, the vehicle is found neglected or soiled beyond what follows from normal use, UH is entitled to charge a reasonable cost for restoring the vehicle.

The return must take place during UH's normal opening hours, unless otherwise agreed. If HT does not return the vehicle according to the agreement, HT is always obliged to reimburse UH for the costs that were necessary to restore the vehicle to a place where it can be used by UH. Failure to return after the last return time according to booking will be charged SEK 1000/h.

HT is also obliged to pay additional rent according to the agreement in case of delayed return which cannot be attributed to UH's responsibility point 6.

UH may not assert any powers due to delay in return if the failure to return the vehicle or to request that the rental period be extended is due to death, serious illness or other similar circumstance. It is prohibited in case of criminal liability to use the vehicle outside the rental period.

13. UH's right of cancellation, etc

UH has the right to cancel the agreement if

- a) HT does not fulfill its payment obligations towards UH and does not pay within a reasonable time after UH reminded HT of this
- b) the vehicle is subjected to abnormal driving or mishandling so that there is a significant risk of a decrease in value
- c) HT otherwise disregards provisions in this agreement, the observance of which is of essential importance for UH.
- d) HT has a driving license suspension

14. Processing of personal data and obtaining consent

UH (the lessor) is the personal data controller for the processing of your personal data. UH processes HT's personal data in accordance with UH's personal data policy.