

# Sixt Norway – Vehicle Rental Contract – Terms and Conditions of Rental

## 1. Rental contract

The rental contract is entered into between the lessor and the renter. By signing the contract, the renter also accepts these terms and conditions of rental and Sixt's general terms and conditions of rental ([www.sixt.no](http://www.sixt.no)). The rental contract is governed by Norwegian law.

## 2. The term of the rental agreement

The rental agreement applies to the vehicle specified in this contract for the time period stated. The vehicle must be returned no later than the agreed time and to the agreed place.

The vehicle is considered returned when both the vehicle and car keys are in the lessor's possession within the rental station's normal opening hours. If the vehicle and car keys are returned outside of the rental station's normal opening hours, the vehicle is considered returned with effect from the next working day. If there are reasonable grounds, the lessor can demand that the vehicle be returned at an earlier time than the one agreed. The renter can demand to be told the reason for this without this affecting the obligation to return the vehicle. The rental agreement can be extended by prior agreement with the lessor.

In the event of a change of the rental period and in the event of the agreed maximum mileage being exceeded, the renter is liable to pay any increase in the price. If the vehicle is returned earlier than agreed, the total price may change. In connection with pre-paid rentals, any unused rental days will not be refunded.

The lessor is entitled to collect the vehicle after the expiry of the agreed rental period (cf. Section 13-1 of the Norwegian Enforcement Act). The costs associated with this will be borne by the renter.

Exceeding the agreed return time or other serious breach of these terms and conditions entitles the lessor to cancel any discounts, insurance or special agreements.

## 3. The renter's payment obligations

The renter bears all responsibility for the vehicle and its use for the duration of the rental period and until the vehicle is handed back to the lessor.

The renter agrees to pay the following:

- The rental charges as agreed in the rental agreement.
- The insurance premiums as agreed in the rental agreement.
- The cost of mileage driven as agreed in the rental agreement.
- The cost of fuel used but not refilled/battery not charged, at Sixt's retail price or if applicable a higher supplement and/or fee if agreed in the rental agreement. Any unused fuel/electricity will not be refunded if the vehicle is returned with more fuel/electricity than it had when it was handed over to the renter, or if fuel/electricity has been prepaid.
- The price for one-way rental if this has been agreed in the rental contract
- Any costs associated with transporting the vehicle if it is returned to a location other than the agreed location.
- Any costs associated with tolls, road pricing, parking, etc. plus VAT as well as any margin added by the lessor. The lessor's margin helps cover the expenses the lessor has in connection with recovering and managing expenses on behalf of the driver, and the lessor's margin may therefore in some cases exceed the full market price for tolls, road pricing, parking, etc.
- Parking fees or other fees, charges, fines or other duties where the car owner (lessor) is jointly and severally liable with the driver (renter).
- Any damage that occurs to the vehicle during the rental period, including vandalism and theft, but limited to the agreed excess. However, one excess amount is calculated per claim.
- In addition to damage, the renter is also financially liable for any special cleaning – of the interior and exterior – if the vehicle is unusually/particularly dirty, e.g. cleaning because of a dog or smoking, or after driving on oil gravel, fresh asphalt/road markings, clay, mud or other interior or exterior dirt that requires extraordinary work.
- Loss of use according to insurance company rates, i.e. losses suffered by the lessor as a result of the vehicle being off the road.
- In the event of damage, if the renter has acted negligently, has breached the terms and conditions of the rental agreement or the Norwegian Road Traffic Act, the renter may have to pay a larger proportion of the damage costs than that dictated by the agreed excess.
- In the event the renter acted intentionally, exercised gross negligence or was in serious breach of the terms and conditions of the rental agreement or the Norwegian Road Traffic Act, the renter will be fully liable to the lessor for the financial cost of the damage.
- The expenses incurred by the lessor in the recovery of amounts owing as a consequence of the renter's obligations, including all legal fees for the recovery of such amounts. In the event of late payment, penalty interest will accrue  
in accordance with Norwegian Act no. 100 of 17 December 1976 relating to interest on overdue payments, etc. from the due date until payment is made.

## **4. Renter's obligations**

### **4.1. Duty of inspection**

As far as is possible the renter shall examine the vehicle immediately after it has been placed at the renter's disposal and ensure that all damage is recorded on the rental agreement or an attachment thereto.

Before starting to use the car, we recommend that the renter secures documentation of the condition of the vehicle by taking satisfactory photographs of the exterior of the car (both sides + front, rear and trunk opening) and inside (interior, dashboard, front and rear seats) that can be presented to the lessor on request.

The renter is obliged to acquaint themselves with the rules governing the rented vehicle in particular and Norwegian traffic rules in general.

Foreign renters have a particular obligation to familiarize themselves with the relevant driving license regulations and rules with regard to consumption of alcohol, use of medicines and traffic.

### **4.2. Duty of maintenance**

During the rental period, the renter must ensure that the vehicle is maintained with regard to lubricating oil, coolant, tire pressure, etc. For questions concerning maintenance, the lessor shall be contacted.

### **4.3. Obligations with regard to use of the vehicle**

The renter agrees to treat and use the vehicle in a safe manner, and not to:

- Make use of the vehicle without having checked that the necessary permits to drive the vehicle are held with regard to vehicle type and its use.
- Take the vehicle out of the country unless the written consent of the lessor is obtained.
- Convey passengers for payment.
- Use the vehicle for illegal activities or in an illegal manner, including, but not limited to, the following examples of illegal utilization:
  - Driving under the influence of alcohol and/or drugs and/or in a weakened condition.
  - Carrying more passengers and/or a heavier load than that for which the vehicle is registered.
  - Interfering with or changing the vehicle's odometer.
- Hand over the vehicle to others or allow it to be driven by drivers other than those approved by the lessor.
- Use the vehicle in a competition, speed trial or other form of test driving.
- Use the vehicle for driving practice.
- Tow, push or move another vehicle.
- Leave the vehicle unlocked or in such a way that it can be used by others.

- Fill the wrong fuel.
- Remove the toll tag, or replace it with another tag.
- Inadequately secure, fasten or package loads such that vehicles or surroundings are damaged or people injured.
- Expose the interior to hot or sharp objects or liquids that can corrode or stain.
- Drive with too little air in the tires so that the tires or rims are damaged.
- Park next to buildings where signs have been set up warning of snow sliding off the roof or where there is obviously a danger of snow sliding off the roof.
- Use the jumper cables incorrectly.
- Use snow chains or other equipment in such a way that they damage the vehicle body or chassis.
- Drive the vehicle into something physically inaccessible with regard to the vehicle's height, width or length.
- Drive off public roads or in areas closed to public traffic.

## **5. The lessor's obligations and responsibilities**

The lessor is obliged to place the vehicle at the renter's disposal at the agreed time and place.

The vehicle must be in good condition and in proper working order and contain at least 2/8 of a tank of fuel or for electric vehicles the batteries must be charged to at least 70%, unless otherwise agreed.

The lessor is obliged to maintain vehicle liability insurance in accordance with the rules of the Norwegian Automobile Liability Act.

The lessor is obliged to inspect the vehicle for damage within 6 hours of its return; any findings and/or claims must be communicated to the renter within 24 hours of the vehicle's return. These periods shall run only within the station's opening hours. See also Section 2.

The lessor is not liable for damage to or loss of property left in, stored in or transported in the vehicle by the renter or other person.

The lessor disclaims any liability to the renter with regard to loss of time, money or other, arising from or associated with the rental agreement, beyond the liability described above.

The lessor has no liability for the installation of accessories e.g. ski racks, child seats, GPS, etc. The renter is personally responsible for ensuring that the equipment is correctly and properly installed.

## **6. The renter's rights**

If the lessor is in material breach of the lessor's obligations under the agreement, the renter may terminate the rental contract. The lessor must be given reasonable opportunity to remedy the breach through repair or replacement. If repair or replacement is not appropriate or is not made within a reasonable time of the renter making a complaint about the issue, the renter may claim a proportionate reduction in price.

The renter may claim compensation for losses suffered as a result of breach of contract by the lessor, if the lessor does not establish that the breach of contract or the reason for it was due to an impediment beyond the lessor's control that the lessor could not reasonably be expected to take into account at the time the agreement was entered into or to avoid or overcome the effects thereof.

Compensation for indirect losses such as work disruption, loss of salary, loss of bonus, etc., business disruption, loss of use, loss of earnings as a result of a contract with a third party being lost or not being correctly fulfilled, or losses due to damage to items other than the rental car can only be claimed if the lessor has acted with intent or gross negligence.

The renter loses their right to invoke breach of contract, whether for defects or delays, if the renter does not notify the lessor of this within a reasonable time after the renter discovers or should have discovered the breach of contract.

Technical faults that may arise or come to the renter's attention during the rental period, and which can be rectified within a time that is reasonable in relation to the renter's requirements and the rental period, do not give the renter the right to cancel the rental agreement. If the renter nevertheless decides to cancel the rental agreement, the renter will be liable for the rental charges during the rental period, but with a deduction made for the time that would have been spent for remediation. Furthermore, the renter is liable for the expenses borne by the lessor in transporting the vehicle back to the lessor's station. If repair cannot be performed within the stated time limit, the lessor shall decide whether a new vehicle will be delivered to the renter for the continuation of the rental agreement or if the rental agreement is to be deemed terminated from the time that the lessor was notified of the situation by the renter. In such cases, the lessor shall transport the vehicle back at the lessor's expense, and the lessor cannot then be held liable for any losses or obligations.

## **7. Deposit and payment**

The lessor requires the renter to provide a security deposit for the vehicle and to cover the financial liabilities arising from the rental agreement. The lessor always has the right to require that the renter use a credit card or debit card when booking and in connection with handover of the vehicle. The Renter must bring the same card that was used for the booking when picking up the vehicle. The lessor will pre-authorize an amount on the renter's payment card. The amount will only be authorized, and not actually charged. The amount that is authorized is calculated on the basis of the agreed rental period and estimated variable costs related to, for example, tolls, fuel, etc.

The renter accepts that the lessor may charge the renter's credit card, debit card or deposit for all amounts the renter is liable for pursuant to the rental contract and any such charge will be made without prior notice. In the event of damage, an excess will be charged to the provided means of payment, and the renter is responsible for claiming reimbursement from their own insurance company in cases where the renter has taken out insurance via a party other than Sixt.

## **8. Contractual formalities**

### **8.1 Changes**

Additions to and changes in the rental terms and conditions of this agreement are only binding if agreed in writing.

### **8.2 Governing law**

This contract is governed by Norwegian law.

### **8.3 Jurisdiction**

The renter accepts the lessor's place of business where the rental contract was entered into as the legal venue for any disputes arising in connection with the rental agreement (cf. Section 4-5 (2) of the Norwegian Dispute Act; cf. Section 4-6).

### **9. Data protection**

Autoleie AS, company registration no. 946 530 859 is responsible for the processing of personal data under this rental contract. Autoleie AS operates the Norwegian rental of vehicles under the SIXT brand.

Autoleie AS processes personal data in order to perform the contract and in order to ensure that the renter complies with the contract. Please note that sensors that detect driving behavior may have been installed in some of our vehicles.

Autoleie AS will share the renter's personal information with third parties, including Sixt International, Autoleie AS's sub-franchises operating under the SIXT brand name in Norway, enforcement authorities/local authorities, parking operators and debt collection partners, and others insofar as this is in accordance with legislation. Where this is required by law, we will obtain your consent before sharing such information.

For more information on how we process your personal data, see:  
<https://www.sixt.no/pages/retningslinjer-for-personvern/>

### **10. Amendments/additions to the rental contract**

Additions to and amendments to this rental contract are binding only if they have been agreed in writing.