

**GENERAL RENTAL AND INSURANCE TERMS – PNO GROUP**

- 1.0 Definitions
- 1.1 The following definitions are applicable in this agreement:
- The term "Trailer" refers to the trailer rented according to this agreement, including parts and accessories, and such parts and accessories which may be added to it or fitted at a later date.
  - "Normal condition" means that the vehicle must comply with the current traffic safety regulations and that it should be returned for further rental without any special repairs having to be carried out.
  - "Rental day" refers to every commencing calendar day.
- 2.0 Rental period
- 2.1 The rental period begins on the date specified on the opposite page and ends in accordance with conditions 10 and 11 below.
- 2.2 The rental agent has the right to raise the agreed rental fee prior to the expiry of the rental period stipulated in the Agreement in the event of the emergence of outside circumstances that had prompted an increase in the costs incurred by the rental agent.
- 2.3 Minimum rental period is 3 days.
- 2.4 The rent is debited from no later than booked collection date stated on the rental agreement. If change to later collection date is requested, this should be notified PNO no later than 12.00 the stated collection date.
- 2.5 The rental agreement is started no later than 7 days after the renter has been notified by the rental agent that the rental object is ready for collection.
- 2.6 When the trailer is collected, the renter must notify the rental agent in order to receive a check-out docket and sign it. If this does not occur, the renter accepts the check in which the rental agent issues when the vehicle is returned.
- 2.7 When the trailer is returned, the renter must notify the rental agent either personally in the office, by phone or email. The rental period does not end before the rental agent has been notified about the returned vehicle.
- 2.8 If the renter does not return the Trailer at the agreed date at expiry of the long-term rental agreement (12 months period or more), the agreement is extended on terms according to which termination from the renter is subject to a 3-months notice period, unless otherwise agreed in writing. However, the rental agent may terminate the extended agreement with 3 days notice to the renter. Beyond the expiry date of the agreement, however, the standard daily rate shall carry a 50 euro (+VAT) surcharge. This provision is without prejudice to the rental agent's right to hold the renter liable for any further damages or costs incurred in this regard, unless the renter can unequivocally establish that the agreed rental period was exceeded due to circumstances out of his control.
- 3.0 Delivery
- 3.1 The renter hereby explicitly and irrevocably authorises the person acting on his/her behalf upon receiving the trailer at the beginning of the rental period and returning it upon expiration thereof to complete all relevant necessary tasks, such as receipt of the trailer, verification of the trailer's condition and other relevant tasks.
- 3.2 The renter or the person acting on his/her behalf is responsible for inspecting the trailer and is responsible for ensuring that it is received in good condition and working order, and that possible damages and/or faults has informed to the rental agent upon receiving the trailer.
- 4.0 Use
- 4.1 It is the responsibility of the renter to ensure that the trailer is used in a professional manner and for the purpose intended. Since the trailer is the property of the rental agent, the renter has no right to pledge or transfer the trailer. Nor does the renter have the right, without the express consent of the rental agent, to rent or lend the trailer or make the trailer available to any third party not in the service of the renter. The trailer must be used only in the manner and purpose for which the trailer is reasonably designed, which will include that the trailer may not be loaded beyond its maximum load capacity, that the load should be evenly distributed and that the renter does not load such cargo that may damage the trailer or cause it to become unsuitable for carrying further goods.
- 4.2 Without the prior permission of the rental agent, the renter is not permitted to make any changes to the trailer or disconnect any parts or fittings from it.
- 4.3 The renter is responsible for the Trailer regardless of whether the Trailer is connected to a truck or not.
- 4.4 The renter is not allowed to transport dangerous materials (as listed in the transportation manual for dangerous materials) or corrosive materials, except for those listed in groups 4 and 9 of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (part 3 of the dangerous goods list).
- 4.5 The renter shall ensure that the truck towing the trailer has a valid Green Card and is responsible for ensuring that the trailer may only be used within countries participating in the Green Card Bureau system. The rental agent is entitled to track and trace the rented trailer via an installed GPS unit or similar digital solution.
- 5.0 Maintenance/Inspections
- 5.1 The renter must at all times and at its own expense see to it that the trailer is kept in good condition and proper working order. Moreover, the renter must comply with the requirements pertaining to any laws, regulations and provisions regarding the condition and traffic safety of the trailer. In the event that parts or equipment on the trailer need changing, the renter must only replace these with original parts. Replacement with other spare parts or equipment must be made only with the written permission of the rental agent.
- 5.2 The agent is entitled to perform inspections, repairs or exchange the trailer, if necessary, at any time and at the address submitted to the rental agent on the opposite page. The renter also allows the rental agent to access the vehicle within the timeframe appropriate in order to perform the inspections and controls of the vehicle which are necessary according to authority requirements.
- 5.3 The periodical maintenance must be carried out by the rental agent, but the renter is obliged to follow those dates and times determined by the rental agent for maintenance and inspections. If the renter does not comply with these fixed dates/times, the full responsibility and maintenance duty for the trailer pass to the renter.
- 5.4 Overhaul and inspection will take place at the renter's own workshop if no other written agreement has been made with the rental agent.
- 6.0 Repairs/Tyres
- 6.1 The renter must always ask for the permission of the rental agent before performing repairs, remedying faults or repairing damage to the trailer.
- 6.2 If the renter can prove that the parts are worn or broken due to normal wear, or that the trailer suffers from defects which could not be discovered at the time of entering into the agreement, the rental agent will be responsible for the costs of repairs which have arisen as a result thereof. The rental agent is not responsible for the costs of repairs which have been carried out without the prior approval from the rental agent. Approval from the rental agent for the execution of certain repairs does not imply that the rental agent is liable to take on these costs. The renter is obliged to pay rent for the vehicle during the period when the trailer is being repaired, but rent does not have to be paid for such repairs which ought to have been paid for by the rental agent.
- The regulations prescribed in this item 6.2 are not applicable if the rental agent has provided a replacement trailer in exchange.
- 6.3 The fact that the rental agent must repair defects or damage to the trailer in accordance with item 6.2 above does not mean that the renter has the right to terminate the agreement.
- 6.4 The renter will be debited such tyre and brake lining wear which exceed that of normal wear. In those cases where tyres have to be rotated due to any other reason besides normal wear, e.g., puncture, breakdown, tread skiver, etc., the renter shall pay for the service costs as well as the cost of new tyres per damaged mm. The cost is calculated per remaining mm of tread depth, from the new tyre down to 2mm. The same background applies for a new or second-hand tyres which have to be replaced by the renter due to the tyre(s) being totally damaged during a rental period.
- 7.0 Damage/Faults/Losses
- 7.1 Under the observance of the conditions specified in item 6, the renter shall pay for the costs of repairs of the trailer as well as lost parts or equipment which needs to be replaced.
- 7.2 In the event that the trailer is lost, damaged in its entirety, stolen, ceased, or confiscated, the renter is liable to pay rent for the trailer until an amount equivalent to the market value of the trailer – calculated from the time when the incident took place – has been paid to the rental agent. However, the renter shall pay a minimum rent of 30 days from the time when the incident took place. If the trailer is found again or is released, the renter shall pay rent until such time when the trailer is returned to the rental agent under the observance of the conditions specified in items 10 and 11 as if the event had never occurred.
- 7.3 The renter shall fully reimburse the rental agent for any damages or losses incurred by the renter due to a complete or partial loss of the trailer or damage thereto. This reimbursement liability applies regardless of the nature of the loss or damage. The latter does however not apply if proof can be provided demonstrating that the cause thereof was due to fault or negligence on the part of the rental agent.
- 7.4 If such events listed in item 7.2 occur, the rental agent must supply the renter with a replacement trailer on the same conditions as the trailer which was totally destroyed, stolen, etc.
- 8.0 Taxes
- 8.1 All taxes, fees, fines, customs charges and other fees which are paid or will be paid due to the utilisation or disposal of the trailer shall be paid by the renter. In the event of these taxes being debited the rental agent, the rental agent has the right to immediately debit the renter the expenditure along with a fee.
- 9.0 Insurance
- 9.1 At its own expense, the renter is obliged to insure the trailer and keep it insured with a highly recommended insurance broker for risk of theft, loss or damage, including risk of war. The insurance sum shall be an amount corresponding to the market value of the trailer and include cover for third party liability. In all other manners, the insurance must be valid according to the customary trade terms and conditions.
- 9.2 The renter shall pay the insurance premium on time. In addition, the renter must see to it that the rental agent is named as beneficiary in the insurance policy.
- 9.3 On the request of the rental agent, the renter must present the insurance policy and receipt of payment to the rental agent.
- 9.4 The rental agent provides insurance on the terms and conditions specified below, and the renter is entitled to take out insurance through the rental agent.
- In the event the renter does not fulfil the obligations of the insurance specified in item 9, the rental agent is entitled to take out insurance on the renter's behalf and at the renter's expense under the following conditions.
- a) The general insurance keeps the renter indemnified for certain damage or loss of the trailer for which the renter is responsible under the terms of the agreement.
- b) The insurance is valid for partial or total damage on each occasion of damage to the trailer when the damage is caused by: Theft, Fire, Damage at Sea Transit, External Damage. The insurance only covers damages to the Trailer to the extent that such damage is not covered by any other applicable insurance in force.
- c) The insurance is not valid in the event of:
- Goods not being loaded and fastened as legally required.
  - Tyre damage or tyre theft
  - Loading or unloading of cargo
  - Damages incurred through the faulty handling of the trailer
  - Damages incurred through neglected maintenance which ought to have been executed by the renter in accordance with this contract.
  - Damages incurred from cargo loaded onto the vehicle
  - Losses or damage of / to jack handles, boards, ceiling pipes, retaining straps, tire ropes and spare tyres
  - For trailers connected to an articulated lorry with valid insurance. This insurance will apply in the first case.
  - For trailers parked more than 7 days in any other location other than the address of the renter or the rental agent.
- d) Insurance compensation:
- The entitlement to insurance compensation is subject to the renter observing the following:
- Informing the rental agent's offices within a period of 24 hours after the damage or theft is discovered. Filing in the damage notification form and police report and sending these to the rental agent within 5 working days after the damage/loss. As soon as it is possible for them to do so, the renter is obliged to submit all the necessary documents for the settlement of damages/costs.
- e) Cargo damage:
- The rental company or the rental agent is not liable for any cargo damage (as this is not included in the insurance) or breakdown to the vehicle, or parts thereof, nor any damage or breakdown to a food freezing unit or parts thereof.
- f) Own risk:
- In the event of damages or losses, the rental agent will invoice the renter for own risk. If nothing else is agreed, following own risk applies in Swedish Kronor [SEK].
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| For theft of trailer or dolly                              | 50.000:- |
| In case of fire, explosion, height damage or total failure | 30.000:- |
| Other damage, per damage occasion                          | 10.000:- |
- g) The insurance company of the rental agent(s) has full right of subrogation.
- h) The insurance is only valid for use of the insured Trailer within countries participating in the Green Card Bureau system. The rental agent may modify the above terms of insurance during the contract period in accordance with changes made by the current insurance company.
- 9.5 In the event that the parties have agreed to a rental without hull insurance, the terms and conditions above shall apply, however, with the exception that the insurance does not cover any damages to the Trailer which occur during the rental period.
- 9.6 In the case where the insurance is signed by the rental agent's insurance company, the rental agent is responsible for the necessary contact/ case management with the insurance company, and the renter is under obligation to provide the necessary information. Rent is paid to the rental agent until such time when the insurance file is closed and compensation is paid to the rental agent. However, maximum for a period of 30 days after the damage claim has been submitted.
- 10.0 Termination of the contract
- 10.1 The rental agent is entitled to immediately terminate the agreement if the renter:
- Neglects to pay the amount due according to this agreement, or any other rental contract between the parties.
  - Neglects to observe any of the conditions of this agreement, or any other rental contract between the parties.
  - Limits or endangers in any way the rights or interests of the rental agent in this agreement or any other contract between the parties.
  - Enters into composition with his/her creditors.
- 10.2 In the event that this agreement is cancelled in a manner described in item 10.1, the renter shall immediately return the trailer to the rental agent. In such case, the rental agent is entitled to take possession of the trailer at the renter's expense. The renter will reimburse the rental agent for all costs incurred due to the ceasing and storage of the trailer. Conditions specified in item 11 below will apply where applicable.
- 11.0 Returning the trailer
- 11.1 The trailer must be returned in the same condition as it was found at the beginning of the agreement; with the exception of normal wear and tear. Costs for wash of trailer may be applied to the renter if the trailer is not returned in lettable condition. If the trailer is incomplete when returned, parts and equipment are damaged or missing (including vehicle documents), the obligation to pay rent will cease only after the trailer has been repaired and/or the missing items have been returned or replaced. The costs for repairs and replenishment shall be paid by the renter, with the exception of that which is specified under item 6 above.
- 11.2 When returning the trailer to the rental agent's depot, the renter shall draw up an inspection report of the condition of the trailer. If possible, this should be done together with the person returning the trailer on the behalf of the renter. This person is considered authorised to draw up and sign a report of this kind on behalf of the renter.
- 11.3 If the trailer is not collected/returned during normal working hours, there is a risk that the trailer will remain the responsibility of the renter until such time that the rental agent has received the trailer by signing the check-in/check-out document.
- 11.4 The renter is not entitled to terminate the agreement prematurely and return the trailer.
- 11.5 The trailer must be returned to the same depot where it was picked up, if no other agreement has been made between the rental agent and the renter. In case the return is made to a depot other than one agreed, the rental agent may demand reimbursement for transport costs which arise from transporting the trailer from the depot where the return was made to the depot where the trailer was picked up.
- 11.6 In the event of failure to return the Trailer to the rental agent prior to expiry of the rental period stipulated in the rental agreement (short-term rental agreement less than 12 months period), or in the extension hereof, the rental agent shall have the right to recover possession of the vehicle without delay, while the rental period shall continue until the Trailer is once again under the control and possession of the rental agent. Beyond the expiry date of the agreement, however, the standard daily rate shall carry a 50 euro (+VAT) surcharge. This provision is without prejudice to the rental agent's right to hold the renter liable for any further damages or costs incurred in this regard, unless the renter can unequivocally establish that the agreed rental period was exceeded due to circumstances out of his control.
- 12.0 Compensatory damages.
- 12.1 The renter shall indemnify the rental agent from any claims which third parties may bring against the rental agent in connection with the trailer's use in the broadest sense from the time when the trailer left the rental agent's area and the agreement commenced until such time as it is returned to the rental agent in accordance with the conditions specified in item 11.
- 12.2 The renter shall pay any expenses and costs incurred by the rental agent in enforcing or defending any of its rights or remedies under the rental agreement as well as under these general rental and insurance terms.
- 13.0 Exemption from liability. As long as nothing else is specified in this agreement, the rental agent is exempt of any liability for:
- Damages due to apparent or hidden defects in the trailer regardless of how these errors have occurred, including damage to or loss of cargo which were or have been on or in the trailer with the exception of the case where faults are caused by intent or gross negligence on the part of the rental agent.
  - Damages or losses due to the trailer being stolen, lost, damaged, ceased, impounded or confiscated, including lost or damaged goods which were or have been in or on the trailer, the consequences of a state or action of any kind which is lacking and / or that application for a permit has not been made within the prescribed time.
  - Under no circumstances is the rental agent responsible for indirect losses.
  - If the rental agent is forced to pay an amount for compensation for damages, this amount can never exceed the insurance value of the equipment on each particular occasion.
- 14.0 Security and interest
- The rental agent is entitled at any given time during the term of this agreement to require eligible collateral from the renter for the full performance of the renter's obligations to the rental agent.
- If no such amount is paid on the due date according to this agreement, the renter shall be deemed, without further notice, to be in arrears. From and including that day, the rental agent is entitled to demand 1.5 % interest payments on the outstanding amount from the renter, per commencing month, as well as administrative costs.
- 15.0 Renter's financing
- The renter is aware that the rental agent utilises a finance company as a creditor and has either: acquired the equipment through a hire purchase payment plan, subject to right of repossession for the Creditor, or leases the equipment from the creditors owning the equipment in question.
- In cases where the rental agent has financed the equipment via hire purchase, the following is applicable:
- "The Renter consents that the Creditor, without any liability, under the provision, is entitled to promptly repossess leased equipment from the Renter provided that the Creditor owned the equipment in question under applicable hire purchase law."
- In cases where the rental agent has financed the equipment via leasing, the following is applicable:
- "The Renter consents that the Creditor, without any liability, under the provision, is entitled to promptly repossess leased equipment, if the Rental Agent does not comply with their contractual obligations to the Creditor, or becomes bankrupt, or if other conditions exists where the Creditor is entitled to terminate their contract with the Rental Agent, with immediate effect, and repossess equipment:
- In case the rental agent is in default of payment to the creditor so that repossession of the equipment becomes relevant, the renter is entitled to pay the amounts due on behalf of the rental agent and deduct these from renter's rental payment under this agreement with the rental agent."
- Transfer
- The rental agent is entitled to transfer to a third party its rights and liabilities according to this agreement.
- 17.0 Sundry
- 17.1 This agreement is applicable under Swedish law.
- 17.2 Disputes arising from the interpretation of this agreement shall be settled in a Swedish court of law. In case the parties cannot agree on court, disputes will be settled in Helsingborg's district court of first instance.