



# Car Rental Agreement – Terms and Conditions

Owner: Brimborg ehf., reg. ID 7012770239, Bíldshöfða 6, 110 Reykjavík – Thrifty independent licensee in Iceland.

With full consent of the below, the Renter and the Owner confirm the Car Rental Agreement with their electronic signatures. Additionally the Renter confirms that he/she has familiarised himself/herself with the terms and conditions by checking a specific box following his/her electronic signature.

## Obligations of the Renter

1. The Renter agrees to the following terms and conditions for the vehicle specified in the Car Rental Agreement – Contract (hereinafter referred to as the “vehicle” or the “car”). The Renter has received a copy of the Car Rental Agreement documents (“Contract” and “Terms and Conditions”). The Renter accepts and is familiar with both documents. The Renter is responsible for making sure that all designated additional drivers are familiar with both documents. The Renter accepts and is familiar with the tariffs that these terms and conditions refer to.
2. The Renter must be 19 years old. If the Renter is younger than 21 years old he/she cannot hire a AWD/4x4 vehicle or 7-9 seat minibus and he/she pays a specific young renter fee. The Renter shall hold a valid driver’s licence in his/her name with the date of issue and expiration date and must present the licence upon signing the Car Rental Agreement. However, the Renter is permitted to designate another driver in his/her place, provided that such driver presents a valid driver’s licence on the signature of the Car Rental Agreement. Any driver is required to have had his/her driver’s license for at least a year before the rental. Any driver for a AWD/4x4 vehicle or 7-9 seat minibus must be 21 years old. The rental fee includes one driver per rental. The fee for additional drivers is specified in the Owner’s tariff. The fee is higher for any driver that is younger than 21 years old.
3. The Renter must either present a valid non-prepaid credit card in his/her own name on signing the Car Rental Agreement or have an open business account with the Owner. The Owner is permitted to charge either one in accordance with Article 48. If the Renter uses a credit card it must be valid for at least 6 months after the return date of the vehicle. The use of a credit card in the name of a person other than the Renter is not permitted. The Renter accepts that the Owner may place two holds on his/her credit card upon delivery. One of the holds covers potential damages and related fees (see e.g. Article 7 and Article 14). The Owner can use the other hold to cover e.g. refuel costs if the vehicle is not returned with a full tank (see point (d) of Article 4), rental costs related to added rental days (see Article 8) and also all fines and fees for parking, traffic violations and road tolls (see Article 17).
4. The Renter shall return the vehicle:
  - a. With all accessories (including tyres, tools, Wi-Fi, child seats, charging cable etc.) in the same condition as when it was collected, with the exception of ordinary wear due to use.
  - b. At the time specified in the Car Rental Agreement – Contract, unless otherwise agreed later.
  - c. To the Owner’s place of business, i.e. the pickup location, unless other arrangements have been made. The Renter pays a drop off fee if the return location differs from the pickup location. The amount depends on the return location as specified in the Owner’s tariff.
  - d. With a full tank of the appropriate fuel. If the vehicle is not returned with a full fuel tank, the Owner is permitted to charge the Renter for the missing quantity of fuel, together with a service fee according to the Owner’s tariff. If the Renter returns the vehicle with inappropriate fuel, the Owner is permitted to charge the Renter for any resulting repair.
  - e. The Renter is required to return an electric vehicle with a charged battery of at least 70% capacity and an undamaged charging cable. If the vehicle is not returned in this condition, the Owner is permitted to charge

the Renter for the necessary charging and repair costs, together with a service fee according to the Owner's tariff.

5. The Renter shall pay for fuel, charging and other costs related to operating the vehicle while the vehicle is in his/her care, which, in the understanding of this Car Rental Agreement, is a time period no shorter than the time calculated from the time that the vehicle is delivered to the Renter and until the Owner has entered the vehicle as received in the Owner's system. This can only be done at the Owner's places of business during the Owner's office can if the vehicle itself is at the Owner's places of business. The Renter is objectively liable for any damage to the vehicle that occurs while the vehicle is in his/her care, including damage to the vehicle that occurs during the following periods:
  - a. After the vehicle key is left in a drop-off box at the Owner's place of business out-of-hours and until the vehicle is entered as received into the Owner's system.
  - b. After the vehicle key is left in a drop-off box at the domestic airport in Akureyri and until the vehicle is entered as received into the Owner's system.
  - c. After the vehicle key is left at a location which is not the Owner's place of business, e.g. the Renter's accommodation, as per an arrangement with the Owner (see point (c) of Article 4) and until the vehicle is entered as received into the Owner's system.
  - d. After the vehicle is left somewhere else than the Owner's place of business, e.g. by a road, due to road conditions or weather, and until the vehicle is entered as received into the Owner's system.

The Renter agrees to pay the Owner on request all expenses incurred by the Owner for reasons of having to return the vehicle to the Owner's places of business in the event of the vehicle having been left unattended, without regard to its state, road conditions or weather.

6. The Renter confirms with his/her signature on a specialised pickup inspection sheet to have received the vehicle and its accessories in good condition, taking into the account the registered damages on the sheet. The Renter can be charged for any damage not registered on the sheet. The charge is based on a tariff or documents from a relevant certified garage chosen by the Owner.
7. In the event of malfunction that the Renter is responsible for or damage not covered by the Renter's protection as per the Car Rental Agreement, the Owner may impose an additional fee equivalent to the daily rental rate, according to this Car Rental Agreement, times the number of days the repair will take, according to documents from a relevant certified garage (max. 30 days). This fee is payable without proof of fleet utilization to any degree, actual loss, actual lost profit or lost opportunity to earn a profit. Furthermore, whether the Owner has provided a new vehicle to the Renter does not affect payment of this fee, irrespective of extra payment for that new vehicle.
8. The Renter may return the vehicle before the agreed return time but that does not lead to any refund for unused rental days. An extension of the rental is subject to the approval of the Owner and must be confirmed with an e-mail or by other confirmable form. If the Renter fails to return the vehicle at the agreed time pursuant to this Car Rental Agreement or fails to inform the Owner of his/her intention to extend the rental, the Owner may repossess the vehicle after giving notice by e-mail or other confirmable form at the expense of the Renter. If the vehicle has not been returned 1–24 hours after the expiry of the previously agreed rental period, the Owner will charge the Renter for up to a whole day according to this Car Rental Agreement. If the vehicle is returned later, the Owner may charge rent for each started rental day, counting from the previously agreed return time. If the vehicle needs to be repossessed, the Owner will charge the Renter for all expenses incurred and may impose a fine on the Renter equivalent to the amount of the own risk / deductible of the Collision Damage Waiver (hereinafter "CDW") according to the Owner's tariff at any time.

9. The Owner may collect a separate cleaning charge according to the Owner's tariff if, in the opinion of the Owner, the vehicle's interior is excessively soiled on its return. The vehicle will be considered excessively soiled for example if foods or drinks have been spilled on the interior, diapers are left behind or bodily fluids are on the interior.
10. Smoking in the vehicle is strictly prohibited. If the Renter violates this provision, the Owner may collect a separate cleaning charge and a fine according to the Owner's tariff.
11. The vehicle shall be operated and driven with care. Only those registered as drivers according to the Car Rental Agreement – Contract between the parties are permitted to drive the vehicle. The Renter is liable for any damage resulting from the use of the vehicle for which no compensation will be paid by the Owner's insurance company, including damage to the vehicle and/or injury to passengers resulting from any of the following:
  - a. Off-road driving, for example in paths and tracks, on beaches, in areas only accessible during low tide, or in other trackless areas.
  - b. Driving in water, across rivers or on any type of water course.
  - c. The driver's use of any intoxicants.
  - d. Vehicle use that contravenes Icelandic law and/or the Car Rental Agreement.
  - e. Any intentional act or negligence.

Operating the vehicle under the conditions provided for in this clause is also prohibited unless otherwise expressly provided in the Car Rental Agreement between the parties.

12. In addition to the points listed in Article 11 of these Terms and Conditions, the Renter is not permitted to drive the vehicle in the following conditions:
  - a. Driving a vehicle that is not AWD/4x4 on roads marked F on official maps, as well as Kjalvegur (road 35), through Kaldidalur (road 550) and Jökulháls route (road 570).
  - b. Driving an electric rental vehicles is strictly prohibited on roads marked F on official maps, as well as Kjalvegur (road 35), through Kaldidalur (road 550) and Jökulháls route (road 570).
  - c. Driving smaller AWD/4x4 jeeps classified as "compact", "economy", "intermediate" or "luxury" on roads F-88 and F-894 (Öskjuleið), F-249 (Þórsmörk) and F-578 (Arnarvatnsvegur). However, driving larger AWD/4x4 jeeps on these roads is permitted, provided that the Renter exercises the utmost caution.
  - d. Driving in snowdrifts and on ice.
  - e. Driving in water, across rivers or on any type of water course. However, the Renter may request a vehicle suitable for such driving, provided that fords are negotiated when crossed rivers at a speed under 4 kilometres per hour; however, this should be specifically stated in the Car rental Agreement. Such driving is at the sole risk and responsibility of the Renter (see point (b) of Article 11 and point (n) of Article 41). The Renter has the option to buy a special River Ford Crossing protection (RFC), which includes negotiating AWD/4x4 vehicles across fords at speed less than 4 kilometres per hour.

Violations of this article are subject to fines imposed by the Owner on the Renter, equivalent to the amount of the own risk / deductible of the CDW according to the Owner's tariff at any time. The fine does not affect the obligation of the Renter to pay compensation for any damage.

13. In the event of a collision or other type of accident, the Renter shall immediately notify the incident to the relevant police authorities as well as the Owner and is not permitted to leave the scene until the police have arrived or have noted that they will not arrive. The Renter shall promptly complete the accident statement form if damage has occurred. If the Renter does not promptly report damage to the vehicle that occurs during the rental period, he/she may be held fully liable for the damage.

14. The Renter is responsible for all costs as specified in the Owner's tariff should the Owner need to collect the vehicle or have it collected after a collision or other type of accident. Should the Owner and/or the Renter need the services of a third party to salvage or transport the vehicle, the cost of such salvage will be in accordance with the salvager's tariff, which the Renter shall familiarise himself/herself with before utilising the services of the salvager. The Owner is permitted to charge the Renter for the salvage cost on behalf of the salvager. Salvage cost may be fully or partially covered by the Renter's protection as per the Car Rental Agreement, but that depends on interpretation from the Owner's insurance company. If the Renter requests the services of a third party through the Owner but withdraws the request before the service has been rendered, the Renter may have to pay some starting cost depending on the third party's tariff. The principle of this article applies to all road assistance, including assistance due to a flat tyre.
15. The number of kilometres (km) that the vehicle has been driven while this Car Rental Agreement is in effect is determined by reading the standard odometer supplied by the manufacturer of the vehicle. The Renter shall notify the Owner as soon as possible if the meter is out of order or malfunctions during the rental period.
16. The Renter is not permitted to have the vehicle or its accessories repaired or changed without prior consent of the Owner. The Renter must remove all traces of permitted repairs and changes before the return of the vehicle.
17. The Renter is responsible for all parking tickets, parking fees, fines for traffic violations, road tolls (including tunnel fees) and other similar fees and fines. The Renter is required to pay all fees and fines mentioned in this article along with additional administration fees which are charged by the Owner.
18. The Renter is responsible for his/her driving and for ascertaining driving conditions at any time. The Owner is not liable for any damage to the vehicle or other costs that accrue because of weather, road conditions or road barriers. If the Renter encounters difficulties due to abovementioned conditions, e.g. gets stuck in snow, the Renter is responsible for all costs that accrue, including salvage costs (see Article 14) and possible damage costs. If the doors of the vehicle are damaged because of weather, the Renter is responsible for such damage.
19. The Renter is not permitted to use the vehicle to offer transportation of passengers for payment, lend the vehicle or sublet it, without the approval of the Owner.
20. If the Renter is insured by a third party, it is the responsibility of the Renter to read the terms of his/her insurance. The Renter himself/herself is responsible for collecting any reimbursement from any third party in respect of any third-party insurance.
21. The Renter cannot open a business account with the Owner without being subjected to a credit check. If the Renter alters the ID numbers of their operations, the terms of the former business account are void and a new credit check needs to be performed. A new Car Rental Agreement must also be signed. If the Renter does not abide by this the Owner may repossess the vehicle after giving notice by e-mail or other confirmable form. If the vehicle needs to be repossessed, the Owner will charge the Renter for all expenses incurred and may impose a fine on the Renter equivalent to the amount of the own risk/deductible of the CDW according to the Owner's tariff at any time.

## **Cancellation Policy**

### **22. Cancellation by the Renter**

- a. The Renter may cancel his/her rental agreement by providing written notice to the Owner at least 48 hours prior to the agreed-upon rental start date. In such case, the Owner will refund any prepaid rental fees.
- b. If the Renter cancels his/her rental agreement less than 48 hours prior to the rental start date, no refund will be provided, and the full rental fee will be retained by the Owner.

## **Obligations of the Owner**

23. The Owner undertakes to do his utmost to deliver the vehicle at the agreed time and in compliance with all requirements.
24. The Owner shall inform the Renter of the substance of the Car Rental Agreement and specifically of the obligations which the Renter undertakes on signing it.
25. If the vehicle breaks down due to ordinary wear or for other reasons for which the Renter cannot be held responsible, the Owner shall deliver another vehicle to the Renter as quickly as possible or ensure that the vehicle is repaired as quickly as possible at a location decided by the Owner. The above does not affect the payment of rental fees or other fees that the Renter is obliged to pay according to the Car Rental Agreement. The Owner will not pay any kind of compensation in the above cases, neither for accommodation nor for other reasons.
26. The owner decides whether a new vehicle will be provided to the Renter for the remainder of the rental period in case of breakdown due to ordinary wear, malfunction which the Renter is not responsible for or damage which is covered by the Renter's protection as per the Car Rental Agreement rather than performing a repair on the original vehicle. In the event of malfunction that the Renter is responsible for or damage not covered by the Renter's protection as per the Car Rental Agreement, a new vehicle will not be provided to the Renter for the remainder of the rental period.
27. The Owner shall, to the extent possible, inform foreign Renters about Icelandic traffic rules, traffic signs and rules prohibiting off-road driving. Furthermore, the Owner shall inform the Renter of the risks posed by animals on the roads, gravel roads and icy roads.
28. If the Owner wishes to impose restrictions on the use of the vehicle in light of its equipment and/or road conditions, such restrictions must be established in writing upon the signature of the Car Rental Agreement.
29. The Owner undertakes to hold professional indemnity insurance at all times.
30. The Owner cannot be held responsible for the disappearance of or damage to property that the Renter or a third party stores or transports in or on the vehicle.

## **Data Processing**

31. The Car Rental Agreement – Contract includes the following information based on Icelandic legislation: Renter's name, ID number, home address, phone number, e-mail address and licence no. of driver. This information is collected when the Renter books a rental online and/or upon delivery.

32. The Car Rental Agreement – Contract includes a part of the Renter's credit card number if the renter does not have a business account with the Owner. The actual credit card number is entered into the Owner's system but converted into a masked number immediately so the actual number is never stored in full in the Owner's system. Only a payment service provider which meets the PCI DSS security standard processes the actual credit card information. The valid non-prepaid credit card serves as a guarantee for costs payable by the Renter according to the Car Rental Agreement.
33. Based on Icelandic legislation, the Owner must store the Car Rental Agreement and the information contained therein for at least three years.
34. The vehicle is equipped with a telematics device that is a part of the Owner's fleet monitoring system. The Renter may not remove the device.
35. The telematics device monitors mileage, vehicle condition and blows to the vehicle. It allows the Owner to see the real-time location of the vehicle but not its track record.
36. The telematics device has the following purposes:
- c. Improve the Owner's response in case the Renter has an emergency, for example a collision or a vehicle breakdown.
  - d. Help the Owner monitor whether the Renter honours the restrictions established in the Car Rental Agreement. For example, if the Renter takes a vehicle which is not AWD/4x4 on roads marked F on official maps, the telematics device sends an alert to the Owner.
  - e. Help the Owner make sure the vehicle gets proper maintenance (preventative and responsive) to optimise operational safety.
  - f. Help the Owner make sure all inactive vehicles are accounted for.
37. By accepting these Terms and Conditions, the Renter accepts the Owner's data processing related to the Car Rental Agreement, including the use of the telematics device, provided that the Owner maintains strict confidentiality in regards to the abovementioned data processing.

### **Protection offered by the Owner**

38. Included in the rental rate are all statutory motor vehicle insurances, including third-party liability insurance (TPL) and personal accident insurance for the driver and the Owner (PAI/PI), together with a theft protection (TP), which only covers theft of the vehicle itself. An optional CDW protection is available to the Renter free of charge. The CDW has a predetermined amount of own risk/deductible for each damage as listed in the Owner's tariff. The optional CDW will be considered declined unless otherwise requested by the Renter.
39. The scope and protection sum of third-party liability insurance (TPL) is determined by Icelandic law at any given time, as well as the Owner's insurance company.
40. The amount payable by the Renter in the event of damage to the vehicle can amount to up to the full value of the vehicle depending on type of damage and protection coverage. The own risk / deductible for each damage, which is covered by a protection that is included in the Car Rental Agreement, is specified in the Car Rental Agreement – Contract.
41. The Renter can purchase a lower own risk / deductible through the Standard Protection (**SCDW**) protection according to the Owner's tariff. Own risk/deductible for each damage shall be specified in the Car Rental Agreement – Contract.

- 42.** The CDW does not cover:
- a.** Damages caused intentionally or due to the gross negligence of the driver.
  - b.** Damages resulting from the driver being under the influence of alcohol, stimulants or sedatives or being otherwise incapable of operating the vehicle safely.
  - c.** Damages due to racing or test-driving for racing.
  - d.** Damages due to war, revolution, rioting or public unrest.
  - e.** Damages caused by animals other than sheep, cows, reindeer and horses.
  - f.** Damage to the interior of the vehicle due to the Renter's handling of it, e.g. spilling of foods and drinks, smoking, etc. Holes burned into seats, carpets or floor mats are not covered.
  - g.** If the vehicle is transported by sea, damages caused by seawater are not compensated.
  - h.** Damages caused by driving in places where the vehicle is not permitted to be driven, such as on tracks, rough trails, in snowdrifts or on ice, driving across unbridged rivers or brooks, on beaches, through areas accessible during low tide or other off road areas. However, the protection compensates for damages that are caused when the driver has demonstrably been forced to leave the main road, for example due to road repairs.
  - i.** Damages to passenger cars that occur while the vehicle is driven on roads that are F-marked on official maps and the roads specified in point (a) of Article 12.
  - j.** Damages caused by inappropriate fuel put in the vehicle.
  - k.** Damages caused by stepping, sitting or putting luggage or other items on the vehicle, including the roof.
  - l.** Damages to AWD/4x4 jeeps in categories "compact", "economy", "intermediate" or "luxury" caused by driving on F-marked roads specified in point (b) of Article 12.
  - m.** Damage to paint, windows, lights, plastic, chromes and wheels caused by sand, gravel, ash, pumice or other earth material being blown onto the vehicle.
  - n.** Water damage to the vehicle.
  - o.** Damages affecting only wheels, tyres, caps, suspensions, batteries, glass or radio. If tyres, wheels and caps get individually damaged/lost during the rental period, damage cost will be based on a tariff.
  - p.** Damages to windshield and other windows. If the windshield gets individually damaged during the rental period, damage cost will be based on a tariff.
  - q.** Theft of individual parts of the vehicle and damages resulting therefrom.
  - r.** Damages caused by driving on rough roads, such as to the gear-box, drive and other parts in or under the chassis, damages to the chassis caused by scraping over uneven surfaces such as ridges left by road graders, protruding rocks fixed to the ground on roadways or areas adjacent to the edge of roadways. The same applies to damage from stones flying off the road surface and striking the underside of the vehicle during driving.
  - s.** Damages to front lights and the paint of the vehicle caused by gravel or stones that fly off the road and hit the vehicle on account of other passing vehicles on gravel roads.
  - t.** Other exceptions may apply based on terms and conditions from the Owner's insurance company.
- 43.** The Renter can lower own risk / deductible and increase coverage through purchasing a Standard CDW and a Premium CDW. Own risk / deductible in each damage shall be specified in the Car Rental Agreement – Contract.
- a.** Standard CDW includes CDW and additionally covers damages to windshield and other windows as well as damages to front lights and the paint of the vehicle caused by gravel or stones that fly off the road and hit the vehicle on account of other passing vehicles on gravel roads.
  - b.** Premium CDW comprises Standard CDW, sand and ash protection (SAAP) (see Article 43) and tyre protection. The tyre protection only covers replacement or repair of tyres, wheels and caps but not road side assistance (see Article 14).
  - c.** The general provisions specified in points (a) to (t) of Article 41 also apply to the Standard CDW, with the exception of points (p), and (s) of Article 41, and the Premium CDW, with the exception of points (m), partially (o), (p), and (s) of Article 41.

44. The Renter can purchase sand and ash protection (SAAP), which covers damage to paint, windows, lights, plastic, chromes and wheels caused by sand, gravel, ash, pumice or other earth material being blown onto the vehicle. Own risk / deductible for each damage shall be specified in the Car Rental Agreement – Contract.
45. The Renter can purchase the Roadside Assistance Waiver (RAW) which reduces the cost of any roadside assistance required to zero. This includes services such as tire changes, jump-starts, lockout assistance, and towing.
46. The Renter also has the option to buy a special River Ford Crossing protection (RFC), which includes negotiating AWD/4x4 vehicles across fords at speed less than 4 kilometres per hour. Own risk / deductible for each damage shall be specified in the Car Rental Agreement – Contract.
47. Each protection only applies to the vehicle registered on the Car Rental Agreement – Contract each time. If a vehicle needs to be replaced for any reason, the purchased protection on the former vehicle expires. This article does not apply in case of breakdown due to ordinary wear, malfunction which the Renter is not responsible for or damage which is covered by the renter's protection as per the Car Rental Agreement.

## **General Provisions**

48. The Car Rental Agreement must be kept in the vehicle during the rental period.
49. Additions and changes to the Car Rental Agreement shall be in writing.
50. The Owner is permitted to charge costs payable by the Renter according to the Car Rental Agreement to:
  - 1) The Renter's credit card
  - 2) The Renter's business account with the OwnerThe time of payment and whether it is to be made in a lump sum shall be at the sole discretion of the Owner. This right shall remain unaffected for six months following the return of the vehicle to the Owner.
51. This Car Rental Agreement, including these terms and conditions, shall be governed by Icelandic law. The same applies to possible claims for compensation that are connected to the Car Rental Agreement.
52. In the event of a dispute arising as regards the interpretation or execution of the Car Rental Agreement, both parties shall endeavour to resolve such dispute through negotiation. If an agreement cannot be reached, the case may be brought before the Reykjavík District Court.
53. The English version of these Terms and Conditions overrides other non-Icelandic versions in case of discrepancy.