

# TERMS OF THE RENTAL AGREEMENT

## TENANT'S OBLIGATIONS

1. Whenever Obsidian Car Rental is mentioned, it is the car rental company operated by: Ideenfabrik ehf, ID: 580225-1280, Laugatuni 13, 550 Saudarkrókur, Iceland.
2. The Tenant agrees to the provisions of this Lease Agreement and will receive a copy of it and its terms.
3. The lessee confirms that he has received the replaced vehicle and its accessories in a proper and safe condition and confirms: **Obsidian Car Rental** the right to replace the vehicle with a similar or improved vehicle if the reserved vehicle types are not available.
4. The renter/driver must be at least 20 years old and have held a valid driving license for at least one year prior to renting the vehicle, and must also show the license when signing the rental agreement. To rent a large SUV or passenger car, the renter must be at least 23 years old. The renter/driver must comply with Icelandic laws and regulations while driving.
5. The lessee is responsible for the rented vehicle from the moment it is left. **Obsidian Car Rental Office Rental Cars Obsidian Signs** for the returned vehicle.
6. The lessee must return the vehicle in accordance with the following rules:
  - a. With all accessories (including tires, tools, documents and other items) in the same condition as when picked up, except for normal wear and tear from normal use. The hirer agrees that missing or damaged accessories will be charged at the cost price to the credit/debit card provided by the hirer at the start of the hire.
  - b. On the agreed date and time, in accordance with the Rental Agreement or earlier if the Rental Company **Obsidian This cars** requires.
  - c. Do **Obsidian Local Car Rental**, unless otherwise agreed in writing. Otherwise, a collection fee will be charged in accordance with the Rental **Cars Obsidian Current** price list. The tenant agrees that the return fee will be charged to the credit/debit card provided by the tenant at the start of the rental.

- d. With the fuel level in the tank or battery at the same level as received and stated on the inspection form, unless the renter purchases the prepaid fuel option. If the renter purchases the prepaid fuel option, the renter may return the vehicle with any fuel level in the tank and without refueling, but no credit will be given for fuel left in the tank at the time of return. The renter agrees that any missing fuel or battery charge will be charged to the credit/debit card provided by the renter at the start of the rental. The service charge is set by the Rental Company **Cars Obsidian Current** price list.
  - e. Sufficiently clean, not excessively dirty. The interior should not be excessively dirty. The exterior should not be excessively dirty, i.e. not covered in mud, tar or dirt. A vehicle returned excessively dirty will be subject to a cleaning fee as per Rental Company **Cars Obsidian Current** price list. The tenant agrees that the cleaning fee will be charged to the credit/debit card provided by the tenant at the beginning of the rental.
  - f. Smoking is prohibited in all vehicles.
7. The extension of the lease agreement is subject to the consent of the Rental Company. **Obsidian cars**. If the lessee returns the vehicle one hour or more after the expiry of the Rental Agreement, **Obsidian Car Rental** has the right to charge the lessor for the entire rental day according to this agreement, in addition to the penalty of ISK 10,000 for late return. For each additional day the Rental **Cars Obsidian Maybe** charge fees according to your price list.

A one-way fare of ISK 4,900 is charged when picking up the rental vehicle at the Reykjavík City office, but will be returned at the Keflavík Airport office.

The hirer agrees that such charge may be charged to the credit/debit card provided by the hirer at the start of the hire. Failure to return the vehicle by the agreed return time in accordance with this Hire Agreement or notifying **Obsidian Car Rental** about the tenant's intention to extend the lease agreement, **Obsidian Car Rental** or the police have the right to seize the vehicle without prior notice and at the expense of the lessor.

8. The vehicle must be operated and driven with due care. Only persons registered as drivers in this Rental Agreement who also meet the requirements set out in Article 2 may drive the vehicle. If the vehicle is driven by an unregistered person, all insurances become invalid, in

which case the lessor is fully liable for the vehicle, for damages it may suffer, damages it may cause to other people, objects or vehicles, and is obliged to pay for such damages in full. The cost of damages incurred in such circumstances may be charged to the credit/debit card provided by the lessor at the beginning of the rental.

9. The lessor is objectively liable for damages resulting from the use of the vehicle for which the vehicle insurance will not pay compensation. This includes damages to the vehicle and/or injuries to passengers due to:
  - a. Driving where it is prohibited by law, i.e. off the beaten track or marked roads, on unmarked paths or trails, on beaches or other sandy areas, on shallows or other areas without roads.
  - b. Driving through rivers or other watercourses
  - c. Deliberate action, gross negligence or complete carelessness of the driver.
  - d. Driving under the influence of alcohol, controlled or illegal substances.
  - e. Using the vehicle in a manner that violates Icelandic law and/or the provisions of this Rental Agreement.
  - f. Driving on closed roads, in accordance with the guidelines of the Icelandic Road Administration ([www.road.is](http://www.road.is))
  - g. Driving vehicles that do not have four-wheel drive (4x4, 4WD or AWD) on roads marked with the letter F on official maps. The same applies to Kjalvegur (road no. 35) via Kaldidalur (road no. 550) and Jökulhálsleið (road no. 570). Violation of this article is punishable by a fine of ISK 300,000.**Obsidian Car Rental** in addition to the fine imposed by the police.
10. The tenant agrees that the cost of damages, as well as any overheads incurred due to any of the above, may be charged to the credit/debit card provided by the tenant at the start of the tenancy.
11. In the event of a collision or accident, the Lessee is obliged to immediately notify the Rental Company of this fact. **Cars Obsidian Accident**. The lessee cannot leave the scene of the accident before the accident report is prepared. The lessee is obliged to report any damage to the vehicle Rental **Obsidian cars**, regardless of any Collision Damage Waiver (CDW or SCDW) attached to the rental.
12. The number of kilometers (km) that the vehicle has traveled during the term of this Rental Agreement is determined based on the reading of the appropriate odometer provided by the vehicle manufacturer. The Lessee should notify the Rental Company

**Obsidian cars Immediately**, if the odometer breaks down or stops working during the rental period.

13. The lessor is responsible for any fines or fees resulting from his use of the rental vehicle. This includes, but is not limited to, traffic violations, speeding and/or speed camera tickets, parking fees, tolls and road fees. A handling fee of up to ISK 4,500 is charged by the Rental Company **Obsidian cars** for any inquiry to which the company must respond, or for any penalty or fee Rental **Obsidian Must cars** pay due to the use of the rental vehicle by the renter/driver. The renter agrees that this fee and any fines or other fees may be charged to the credit/debit card provided by the renter at the start of the rental.
14. The renter/driver may not:
  - a. Driving a vehicle is prohibited by law, i.e. closed roads published by the Icelandic Road Administration, off the beaten track or marked roads, on unmarked paths or trails, on beaches or other sandy areas or in other areas without roads. Any renter/driver caught violating this article is subject to a fine of ISK 300,000.**Obsidian Car Rental** in addition to any fines issued by the police. The landlord agrees that these fines may be charged to the credit/debit card provided by the landlord at the start of the tenancy.
  - b. Drive the vehicle on mountain or highland roads or roads marked with the letter "F" on a map or road sign, including the Kjölur route (road 35), Kaldidalur (road 550) and Sprengisandur (road 26), unless the vehicle is a 4-wheel drive or all-wheel drive vehicle designated and approved for such use by the Rental Company **Obsidian cars**. Failure to comply with this article is subject to a fine of at least ISK 75,000, plus ISK 15 for each km driven on the restricted road. The lessor agrees that this fine may be charged to the credit/debit card provided by the lessor at the beginning of the rental.
  - c. Drive under the influence of alcohol, controlled substances or illegal substances. Violation of this article is punishable by a fine of ISK 150,000.**Obsidian Car Rental Apart** fine imposed by the police.
  - d. Do not enter water or rivers of any kind and do not take full responsibility for them.
  - e. Drive on snow- or ice-covered shores, glaciers or frozen lakes.
  - f. Smoke in the vehicle. Evidence of smoking in the vehicle, such as cigarette butts, ash or odor, will result in a minimum

cleaning fee of ISK 45,000. The tenant agrees that this fee may be charged to the credit/debit card provided by the tenant at the start of the rental.

- g. Take a vehicle outside Iceland without written and signed permission Rental **Obsidian cars**.
  - h. Allow an unregistered driver to drive the vehicle. Violation of this article is punishable by a fine of ISK 45,000 by the Rental Company **Obsidian cars**.
15. The above provisions regarding fines do not affect the landlord's obligation to pay the fine. **Obsidian Car Rental Compensation** for loss or damage to the vehicle.
16. In the event of a collision or accident, the Lessee is obliged to immediately notify the Rental Company of this fact. **Cars Obsidian Accident**. The lessee cannot leave the scene of the accident before the accident report is prepared. The lessee is obliged to report any damage to the vehicle Rental **Obsidian cars**, regardless of any Collision Damage Waiver (CDW or SCDW) attached to the rental.
17. Tenant agrees to pay Rental **Obsidian cars** upon request:
- a. A deposit equal to the estimated cost of renting the vehicle or any fines and fees arising from the use of the rented vehicle by the lessee, in accordance with the provisions of Article 11.
  - b. All expenses attributable to Rental **Obsidian W cars** when transporting the vehicle back to its location if it has been left unattended.
  - c. Costs that may arise in connection with the use of the vehicle by the lessor
18. The Lessee is not authorized to make repairs or changes to the vehicle or its accessories, nor to pledge the vehicle or provide a guarantee without the prior written consent of the Lessee.**Obsidian Car Rental**.
19. The lessor is not allowed to use the vehicle to transport passengers for remuneration, lend it to other persons or sublet it.

## **DUTIESOBSIDIAN CAR RENTAL**

17. **Obsidian Car Rental Guarantees** that the vehicle meets certain requirements and that all official registration standards are met. **Obsidian Car Rental Reserves** the right to replace the vehicle with another type of vehicle if the booked vehicle type is not available. **Obsidian Car Rental** we can't always guarantee the brand, but we do guarantee a similar vehicle or upgrade

18. If the vehicle breaks down due to normal wear and tear or for other reasons for which the lessee is not responsible, **Obsidian Car Rental Will Deliver** The lessee will receive a comparable vehicle as soon as possible at the location indicated by the Rental Company. **Obsidian cars Or** order immediate repairs Rental **Obsidian Partner car service**. In the event of such a failure, **Obsidian Car Rental** does not pay any type of compensation, neither for accommodation nor for other reasons. A refund will be made for a lost rental day if the renter is unable to use the rented vehicle for more than 24 hours.
19. **Obsidian Car Rental** must inform the Tenant about the content of this Lease Agreement, in particular about the obligations that the Tenant undertakes by signing it.
20. **Obsidian Car Rental** inform the foreign tenant, if possible, about Icelandic road traffic regulations, road signs and regulations prohibiting off-road driving. In addition, **Obsidian Car Rental** will pay particular attention to the dangers posed by animals on roads, gravel roads and icy roads.
21. If **Obsidian Car Rental** wants to limit the use of the vehicle due to its equipment and/or the condition of the roads, he must do so in writing when signing this Rental Agreement.
22. **Obsidian Car Rental** guarantees possession of valid civil liability insurance within the scope of the business activity conducted.
23. **Obsidian Car Rental** is not responsible for damage or disappearance of items stored or transported in the vehicle by the renter or any other person.
24. **Obsidian Car Rental** is not responsible for items left in the rental vehicle after its return. Upon request and if the item is found, **Obsidian Car Rental** may return the item to the owner. A handling fee of at least 4,500 ISK is charged by **Obsidian Car Rental**. Prices are variable and depend on the size of the item and the distance of the shipment. The renter agrees that this fee may be charged to the credit/debit card provided by the renter at the beginning of the rental.

## **INSURANCE AND YOUR OWN RISK**

26. The rental fee includes compulsory vehicle insurance, including third party liability insurance and accident insurance for the driver and owner. **Obsidian Car Rental** is an insurance distributor on behalf of Vátryggingafélag Íslands hf and in this respect accepts or

reserves the right to accept remuneration or commission from the tenant for purchased insurance policies.

27. Third Party Liability Insurance will cover an amount determined by Icelandic law at that time. If for some reason the renter causes damage to a third party's vehicle without causing damage to the rented vehicle, the third party liability insurance is a total of ISK 35,000
28. In the event of damage to the vehicle, the lessor bears full responsibility. The lessee may purchase a separate accident insurance for damage to the vehicle, Collision Damage Waiver (CDW), which sets the amount for which the lessor is liable, in each event of damage, up to the amount specified on the first page of this Rental Agreement. Any lessor who has purchased CDW may also purchase Super Collision Damage Waiver (SCDW), which further reduces the amount for which the lessor is liable, in each event of damage, up to the amount specified on the first page of this Rental Agreement. The lessee agrees that the excess amount specified on the first page of this Rental Agreement may be charged to the credit/debit card provided at the beginning of the rental. Please refer to the general terms and conditions of the accident insurance (in Icelandic: Kaskótrygging) set by the Sjova insurance company.
29. Accident insurance referred to in Article 28 does not cover:
  - a. Damage caused intentionally or as a result of gross negligence on the part of the driver.
  - b. Damage caused as a result of the driver being under the influence of alcohol, narcotics or illegal substances, or for other reasons preventing the safe operation of the vehicle.
  - c. Damage caused by an unregistered driver.
  - d. Damage incurred during a race or test drive.
  - e. Damage caused by war, revolution, civil unrest or riots.
  - f. Damage caused by animals.
  - g. Burnt holes in seats, carpets and mats.
  - h. Damage caused by driving in areas where driving is prohibited, such as paths, tracks, snowdrifts, ice, lakes, rivers or streams without bridges, beaches, areas accessible only at low tide or other areas without roads.
  - i. Vehicle damage caused by driving on mountain or highland roads, or roads marked with the letter "F" on a map or road sign, including Kjölur (road 35), Kaldidalur (road 550) and Sprengisandur (road 26). (This does not apply to vehicles

approved by **Obsidian Car Rental** for use on the above-mentioned roads).

- j. Damage to the top of the vehicle resulting from standing, sitting, getting on or climbing on the vehicle or any other activity that is outside the scope of normal use of the vehicle.
  - k. Damage caused by sea spray/sea water if the vehicle is transported by sea.
  - l. Damage caused by adding the wrong type of fuel to the vehicle's fuel tank or adding fuel, water, oil or other solvents to the wrong vehicle's fuel tank.
  - m. Damage to tires, wheels, suspension, batteries, windows, radio or theft of vehicle parts and damage resulting therefrom, unless the renter purchases insurance with a zero excess.
  - n. Damage to the underside of the vehicle, unless the renter purchases Zero Excess. This includes, but is not limited to, damage to the gearbox, drive or drive shaft and other parts in or attached to the chassis or damage caused when rocks or other materials are thrown upwards and strike the underside of the vehicle while driving.
  - o. Water damage to the vehicle, its electrical system, accessories or engine caused by driving through rivers, puddles or lakes, unless the renter has purchased insurance with a zero excess.
  - p. Wind damage that blows doors off unless the tenant purchases Zero Excess insurance
  - q. Damage caused by sand, gravel, ash, pumice or any other type of earthy material blown onto the vehicle, unless the renter has purchased SAAP or Zero Excess insurance.
30. The renter agrees that any damage not covered by the vehicle's insurance may be charged to the credit/debit card provided at the beginning of the rental.
31. The lessor may purchase a special liability waiver for damage caused by gravel (GP) or theft (TP) from **Obsidian Car Rental**. These waivers reduce the renter's excess for any damage to paint or glass caused by gravel or loss due to theft of the vehicle to zero, excluding a damaged or cracked windshield or damage to the underside of the vehicle. The excess for a damaged or cracked windshield is ISK 40,000 and in the case of damage to the underside the renter is responsible for all costs unless Zero Excess is purchased.
32. The Lessee may purchase Sand and Ash Protection (SAAP), which covers damage to the paint, windows, lights, plastic, chrome and wheels of the vehicle caused by sand, gravel, ash, pumice or



other earthy material blown onto the vehicle. The excess in each case of damage is ISK 90,000, as set out on the first page of this Rental Agreement.

33. The Renter may purchase Zero Excess to waive liability for any damages covered by CDW/SCDW, GP, TP, SAAP and Tire Protection and is subject to the terms of this Rental Agreement. Damages not covered by accident insurances, as set out in Article 29 of this Rental Agreement, are excluded unless specifically excluded.
34. In the event that the lessor requires roadside assistance and roadside assistance due to a breakdown, accident, damage or other reasons for which the driver/lessor is responsible, the Rental Company **cars Obsidian Burdens** the lessor with a fee for assistance. The fee for collecting the rented vehicle due to damage or other reasons that may be related to the lessor's responsibility is 350 ISK per km or a minimum of 35,000 ISK. The fee of 350 ISK per km is calculated based on the Rental **Obsidian cars** Keflavík Airport Bureau.
35. If the exemption from roadside assistance charges is not included in the rental price before the start of the rental agreement, the lessee can purchase this special exemption, which reduces the amount of the Rental **Obsidian Cars Fees** for roadside assistance to zero.

## GENERAL PROVISIONS

35. The minimum rental period is Rental **Obsidian cars** are equivalent to a 24-hour rental, although renters can rent the car for a shorter period. If the return time is an hour or more after the pickup time, it is considered a full day.
36. The lessee confirms by his signature on this rental agreement, terms and conditions and the inspection form that he has received the car and its accessories in good condition.
37. This Rental Agreement and its provisions remain with the vehicle for the entire rental period.
38. Any changes to your rental are subject to availability and must be made in writing. Cancellations must be made more than 24 hours prior to pick-up for a full refund. No-shows or same-day cancellations will result in a full rental charge. Early refunds are permitted. However, no refunds can be given for unused or partially used vehicle rental vouchers unless changes or cancellations are made prior to pick-up.

39. **Obsidian Car Rental Is** entitled to repossess the vehicle at its sole discretion and without notice if the vehicle has been illegally parked or used in a manner inconsistent with the terms of this Rental Agreement or the law or if the vehicle appears to be abandoned. The hirer will bear the costs resulting from such actions.
40. Additions and changes to the terms and provisions of this Rental Agreement payment must be made in writing and confirmed in writing by **Obsyidian Rental car representative**.
41. All rentals are subject to the full terms and conditions of the rental agreement at the time of rental. A credit/debit card imprint will be taken at the start of the rental for security purposes, even if the voucher covers the cost of the rental. This credit/debit card imprint may be used to pay any additional fees, fines, damage charges or any costs incurred to the rental vehicle as a result of the use of the vehicle by the renter.
42. By providing your credit card details Rental **Obsidian cars**, the tenant agrees by submitting an electronic consent and/or signing this Rental Agreement that the Rental Company **Cars Obsidian Is** authorized to charge the card for the rental and any other fees, costs or fines that may arise under this Rental Agreement, in accordance with the price list in the terms and conditions or the amounts set out on the front and back of this Rental Agreement. This includes, but is not limited to:
- a. Article 5. a) Missing or damaged accessories.
  - b. Article 5. c) Return fees.
  - c. Article 5. d) Fuel or battery charges.
  - d. Article 5.e) Cleaning fees.
  - e. Article 6. Late return, one-way return fee and related costs.
  - f. Article 7. Damage to the vehicle caused by persons other than the registered renter/driver.
  - g. ARTICLE 8. Damage to the vehicle caused by the renter/driver.
  - h. Articles 11, 14 and 25. Fines, fees, deposits, road taxes and handling fees.
  - i. Article 12.a). Fines for driving were prohibited by law.
  - j. Article 12.b) Fines for driving passenger cars on mountain or highland roads, as well as on roads marked with the letter "F" on a map or road sign.
  - k. Article 12 c) Fines for driving under the influence of alcohol or illegal substances.
  - l. Article 12.f) Fines for smoking in a car.

- m. Article 12 h) Fines for allowing an unregistered driver to drive a vehicle.
  - n. Articles 27 and 28. Amount of excess in the event of civil liability to third parties and CDW or SCDW.
  - o. Article 29. Damage not covered by accident insurance.
  - p. Article 30. Broken windshield or underside of vehicle.
  - q. Article 31. Surplus SAAP amount.
  - r. Article 33. Search fees.
43. **Obsidian Car Rental Reserves** the right to charge your credit/debit card for the rental fee and any other fees, costs or penalties that may arise under this Rental Agreement for a period of up to six months after the end of the rental period.

**Obsidian Car Rental** reserves the right to refuse or decline a rental at its sole discretion if it believes that the booking information provided is incomplete, inaccurate, suspicious or if there are concerns about the likelihood of returning the vehicle in a satisfactory condition.

44. This Rental Agreement and any agreements concluded on the basis of this agreement and its provisions are subject to Icelandic law. This includes any claims for damages that may be filed. This applies to both the basis and the calculation of damages. The same applies to claims for damages based on liability outside this agreement. In the event of legal disputes concerning this rental agreement, they will be settled by the Rental Company **Obsidian cars** The competent place for resolving disputes is the District Court of Reykjanes, Iceland.
45. 44. Any disputes between the parties to this rental agreement may be submitted to the active arbitration committee of the Icelandic Consumers' Association and the Icelandic Tourism Industry Association.