

GENERAL TERMS

Contractual terms adopted by the Swedish Canoe Federation after negotiations with the Swedish Consumer Agency (Konsumentverket).

1. The conditions relate to commercial rental to the consumer and applies to: Canoes and related equipment

2. Order

The order is binding for both parties when the contract is signed or when the canoe center has made a written confirmation of the booking known to the customer.

3. Use of the canoe

The canoe may be used in the Nordic region, unless otherwise agreed in the individual case. The customer may not rent the canoe to other except as provided in paragraph 6 concerning the transfer of the contract before the rental period start.

4. Payment

The canoe center is entitled to request that the customer at confirming the contract pays a fee amounting to:
20% of the total rent 30 days before the rental period
30% of the total rental fee 29-14 days before the rental period
40% of the total rental fee 13-7 days before the rental period
Rent addition to booking fee payable at the latest at the beginning of the rental period unless otherwise agreed in the particular case. If the rent is not paid on time, the canoe center is entitled to charge penalty at interest rate. The canoe center has the right to terminate the contract unless the customer pays on time and the delay is of little significance to the canoe center. The customer is then liable to the full rental amount, unless the canoe can be rented to another customer.

5. Cancellation

If the customer cancels the canoe 7 days before the rental period start or more, the canoe center deducts the reservation fee (see point 4). If the rental is canceled later than 7 days before the rental period but more than 24 hours before, the canoe center is entitled to be credited with 50% of the total rental cost. If the rental is cancelled within 24 hours before the beginning of rental time the canoe center is entitled to be credited with 80% of the total rental cost. If the cancelled canoe is rented to another customer, the customer is entitled to recover the amount paid, apart from an administration fee of no more than 100 SEK. The service fee shall not exceed the cancellation fee in the first paragraph. The customer shall then immediately receive the difference from the canoe center. In case of cancellation of the canoe before the rental period starts is due to death, serious illness or similar circumstances affecting the customer or any member of his/her family, the canoe center will repay what has been paid by the customer. Illness, etc. shall be evidenced by a medical certificate or similar.

6. Transfer of the contract before the rental period start

The customer has the right to, instead of cancellation, transfer the lease to another person unless the landlord has good reason to refuse to accept him/her as a customer. The original customer is then free from all obligations to the canoe center.

7. The canoe condition and equipment

It is the responsibility of the canoe center at the rental period start to deliver the agreed canoe in a seaworthy condition and otherwise working order and equipped with the necessary safety equipment and optional features. It is the customer's responsibility to be return the equipment in the same condition.

8. Delayed or incorrect delivery

In case the canoe center is not providing the canoe in conformity with the contract and with the agreed equipment at the time agreed, the customer is entitled to a reduction of the costs corresponding to the delay. If no correction is made within 3 hours of the time agreed, the customer has the right to terminate the contract. Cancellation may not take place if the error is of negligible importance for the customer, within 3 hours from the agreed time providing other equivalent canoe or equipment. The canoe center is obliged to give the customer reasonable compensation for the damage suffered by the delay, except when the canoe center can prove that the delay is

not due to negligence on their part. The same applies if the agreement is cancelled.

9. Actions at fault, damage and loss

In case of failure or damage to canoe or accessories, as well as the loss of a canoe or accessories, it is for the customer as soon as possible to notify the landlord. The canoe rental shall, after such notification without delay notify the customer what action he/she should take.

10. Customers' liability for defects, damage and loss

The customer is obliged to compensate the loss or damage to a canoe, except when he can make it probable that he was not negligent. The customer is not liable for damage caused by external accident outside his/her control, nor the canoe centers' costs in connection with such an accident.

11. The Canoe centers' liability for defects, damage and loss

If errors, damage or loss of a canoe or accessories arise during the rental period and the customer is not liable under the preceding paragraph, the customer has the right to cancel the contract or request such a reduction of the rent corresponding to the fault, the damage or loss. The customer is also entitled to reasonable compensation for the damage he suffered as a result of the fault, the damage or loss, unless the canoe center can show that the customer has been negligent. The agreement may not be terminated if the defect, the damage or loss is of negligible importance for the customer or if the canoe center the day after notification of the event leaves the equivalent compensation canoe or repair the canoe.

12. Returning before agreed time due to illness etc.

In case of death, serious illness or other similar circumstances would affect the customer or any member of his/her family during the rental period the customer may return the canoe before expiry of the agreed rental period. Utilized rental period shall be deemed to run until the day after the return. Illness, etc. shall be evidenced by a medical certificate or similar.

13. Returning at the end of rental period etc.

The customer must return the canoe at time of expiry at the place of pick-up unless another place has been agreed. The canoe shall be cleaned and returned in the same condition as when picked up apart from normal wear and tear. Customer and canoe center shall, if possible, examine the canoe. In case the customer cannot return the canoe at the agreed time, he/she shall immediately notify the landlord. If so happens that the canoe center do not allow the customer to have the rental period is extended or the canoe returned to another location than agreed, the rent is to be paid with double amount from the day after the canoe would have been returned to the day when it is returned to the canoe center. The amount is calculated daily in relation to the agreed rent. Should failure to return the canoe as appointed happen due to death, serious illness or other similar circumstance that affects the customer or someone in their family, the cost will be single rent during the time the impediment exists. After a week rent will be charged with double amount. Illness, etc. shall be evidenced by a medical certificate or similar. If the customer has abandoned the canoe it is the canoe centers' responsibility to reduce the damage liable as soon as possible to let seize the canoe. The customer is in such case obliged to compensate the canoe center the expenses that were necessary to restore the canoe to such a place where it can again be taken into use by the canoe center.

14. Dispute

Any disputes concerning the interpretation or application of these terms and conditions, the parties shall first try to solve by agreement. If the parties do not agree, the dispute may be heard by the Complaints Board (Allmänna reklamationsnämnden), to the extent that the matter is of such nature that it can be dealt with by the Board or by a general court (district court). It is always the Swedish law that applies. Injury or death which the customer encounters can never be the canoe centers fault. It is always the guardian responsible

for their child's behavior and are guilty of something gone wrong. That is to say, the custodian is financially responsible for their child and its equipment if it is not returned in good condition.