

**General Terms and Conditions of Rental
(General Conditions)**
Sixt GmbH & Co Autovermietung KG



General Terms and Conditions of Rental

A: Condition of the vehicle / repairs / fuel

1. The lessee undertakes to treat the vehicle appropriately and with due care, to observe all the regulations and technical rules which apply to its use, especially to check regularly that the engine oil level is sufficient and to observe when vehicle services are due and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle.
2. If, during the term of the rental period, it becomes necessary to repair the odometer (kilometre counter) or to carry out a repair to ensure that the vehicle is operational or roadworthy or a compulsory vehicle service becomes necessary, the lessee may have this work carried out by an authorized repair workshop up to an estimated repair cost of EUR 100.
3. The vehicle shall be handed over to the lessee with a full tank of fuel. Correspondingly, the lessee must return the vehicle at the end of the lease with a full tank of fuel. If the vehicle is not returned fully tanked, the lessor shall charge the lessee the cost of filling the vehicle plus a service charge in accordance with the rates applicable at the time of rental. The rates as applicable from time to time are available at the SIXT rental office.
4. If commercial vehicles with a permitted gross vehicle weight of 7.49 t or more are fitted with an AdBlue® tank, the lessee shall hand over the commercial vehicle of 7.49 t or more with a full tank of AdBlue®. The lessee must return the vehicle at the end of the lease with a full tank of AdBlue®. If the vehicle is not returned with a full tank of AdBlue®, the lessor shall charge the lessee the cost of filling the vehicle plus a service charge in accordance with the price list applicable at the time of rental. The applicable price list is displayed in the rental office.
5. When renting commercial vehicles with an AdBlue® tank, the lessee must ensure that the AdBlue® tank is always sufficiently filled. The lessee and his vicarious agents shall be fully liable for breaches of the above obligation committed during the rental period; the lessee shall indemnify the lessor against all claims, in particular against any penalty and warning fines, asserted by the authorities or other third parties against the lessor because of any failure to fill the AdBlue® tank.

B: Reservations, bookings made at prepaid rates

1. Reservations for Germany or abroad are binding only for price-groups, not for vehicle types. If the lessee has not collected the vehicle by no later than one hour after the agreed time there shall no longer be a binding reservation. Cancellations must be made 24 hours before the rental period begins.
2. The following applies to bookings made at prepaid rates: Once a booking has been made it can no longer be changed. If a booking is cancelled before the rental begins a charge of EUR 50 shall be made; if the vehicle is not collected at the agreed time a charge of EUR 80 is charged. Cancellations must be made in writing and must be addressed to: Sixt GmbH & Co. Autovermietung KG, Trelleborger Str. 9, 18107 Rostock, Germany, Fax +49 381 80705567, E-Mail reservierung@sixt.de.

C: Documents to be produced when collecting the vehicle, authorized drivers, permitted drivers, travel abroad

1. When the vehicle is handed over the lessee must produce a domestically valid driving licence necessary for driving the vehicle as well as a personal identification card or passport. If the lessee is unable to produce said documents when the vehicle is handed over, Sixt will cancel the rental contract; in any such cases the lessee shall have no claim for non-performance. Furthermore, restrictions regarding age and/or length of time for which a driving licence must have been held apply to certain vehicle categories. A list of the age and driving licence provisions can be inspected prior to reservation on SIXT's website, at the SIXT rental office or can be asked for by telephone.
2. The vehicle may be driven and used only by the lessee (in the case of corporate customers, with their consent, also by the lessee's employees), or by the first drivers named in the rental contract. If the vehicle is to be driven by persons other than the above-named persons an additional charge shall be charged for each additional driver. The charges as applicable from time to time can be inspected on SIXT's website or at the SIXT rental office. Upon request the lessee shall be obliged to advise the lessor, in writing, of the names and addresses of all drivers.
3. Corporate customers must check independently whether the authorized driver is in possession of a driver's licence which is still valid on the territory of the Federal Republic of Germany. They must use all means available to them to do this and must make the necessary enquiries.
4. The lessee shall be liable for the actions of the driver as if they were the lessee's own actions.
5. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may not be used
 - for motor sport purposes, in particular driving events where the important thing is to achieve maximum speeds, or for any associated practice drives,
 - for vehicle tests or for safety driving training,
 - for the commercial transportation of persons,

- for renting to sublessees,
 - for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
 - for transporting easily inflammable, toxic or other hazardous substances,
6. The lessee is obliged to properly secure any goods carried.
 7. Depending on the category of vehicle, rental vehicles may not be used abroad in certain countries. A list of the countries in which the respective categories of vehicle may not be used in which the respective categories of vehicle may not be used, can be inspected prior to reservation on SIXT's website and at the SIXT service points or can be asked for by telephone. In addition, the countries in which the rental vehicle concerned may not be used are listed in the rental agreement form.
 8. Any violation or non-performance of a provision under sub-clauses 1, 3 or 5 above shall entitle Sixt to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the lessee shall have no right to damages. This shall be without prejudice to any claim to damages that accrues to Sixt due to the breach of one of the provisions under sub-clauses 1, 3 or 5 above.

D: Rental charge

1. If the vehicle is not returned to the same rental office from which it was rented, the lessee shall be required to pay the cost of returning the vehicle or a one-way charge, unless otherwise agreed in writing.
2. The rental charge comprises a basic rental charge, charges for extra services and any location surcharges. The charges for extra services are particularly one-way charges, the costs of filling the vehicle and of petrol, service charges, accessories/extras such as e.g. child seat, snow chains, navigation system etc., delivery and collection costs. Special prices and price discounts apply only if payment is made when due.

E: Due date, payment terms, security (deposit), termination without notice because of default of payment

1. The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, delivery charges, location surcharges) plus value added tax in the statutory amount applicable from time to time shall be due at the beginning of the rental period. If the agreed rental period exceeds a period of 28 days the rental charge shall be payable at intervals of 28 days and at the beginning of each interval.
2. As security (a deposit) for the performance of his duties, the lessee shall be obliged to pay a sum of money at the beginning of the rental period, which sum shall be three times the agreed rental charge (plus other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges) plus value added tax in the statutory amount applicable from time to time. The lessor is entitled to require the provision of greater security of up to EUR 4000 for vehicles in the executive or luxury category. However, if the agreed rental period exceeds a period of 28 days, the security shall be a maximum of three times the agreed rental charge for a period of 28 days (plus other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges) plus value added tax in the statutory amount applicable from time to time. The lessor is not obliged to invest the security separately from its assets. The security shall not bear interest. The lessor can enforce its right to payment of security even a considerable time after commencement of the rental agreement.
3. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the lessee's credit card.
4. Instead of debiting the Customer's credit card, the lessor can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the Customer by his credit card institution for his credit card.
5. If the lessee is in default of payment of the rental fee the lessor shall, even without prior warning, be entitled to terminate the lease agreement without notice. If the agreed rental period exceeds a period of 28 days and if the lessee is in default of either the whole or a not inconsiderable part of payment of the rental fee for the interval concerned, the lessor shall, even without prior warning, be entitled to terminate the lease agreement without notice because of default of payment.

F: Insurance

1. The Insurance cover for the rented vehicle extends to a third party liability insurance with a maximum amount of cover for personal injuries and damage to property of 50million euros. The maximum amount of cover per injured person is 8 million euros and is limited to Europe.
2. The insurance does not cover use of vehicles for the transportation of hazardous substances requiring a permit, as defined in Paragraph 7 of the Statutory Instrument on the Transportation of Hazardous Goods by Road (*GefahrgutVStr.*).
3. The excess to be paid by the lessee, per claim, shall be determined by the price lists in force, and displayed, at the time of rental.

4. If insurance cover is taken out for passengers, the amount of cover will be EUR 20,500 in the event of invalidity, EUR 12,800 in the event of death and EUR 500 for medical costs. If there are two or more passengers, the sums insured increase once only by 50% and the injured person has a proportional claim.
5. All insurance cover agreed as part of the rental contract lapses, in particular, if an unauthorized driver uses the vehicle, if the driver of the vehicle does not have the required driver's licence at the time of the event giving rise to the claim, or if clause I 2 of these terms and conditions applies.

G: Accidents / theft / obligation to notify

1. After an accident, theft, fire, damage by wild animals or other damage, the lessee must immediately notify the police, summon them and immediately notify the lessor of the damage. This applies also to minor damage and accidents, for which the driver is responsible without third parties being involved. Should the police refuse to record the accident, the lessee must provide the lessor with evidence of this.
2. In the event of loss or damage the lessee is obliged to notify the lessor in writing immediately, or at the latest two days after the event, of all the details, using the accident report form included with the vehicle papers, each section of which must be completed carefully and in full.

H: Lessor's Liability

1. The lessor shall be liable in accordance with the statutory provisions in the event of intent or gross negligence by the lessor, a representative or a vicarious agent. In all other cases the lessor shall be liable only for injury to life, body or health or for the intentional or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
2. The lessor does not accept any liability whatsoever for property left in the rental vehicle upon its return.

I: Lessee's Liability

1. In the event of damage to the vehicle, loss of the vehicle or breach of the rental contract, the lessee shall be liable, in principle, in accordance with the general rules governing liability. In particular, the lessee must return the vehicle in the condition, free of defects, in which he took possession of it.
2. The lessee may choose to exclude liability for any loss or damage of the lessor arising out of accidents, by paying a separate charge = contractual exemption from liability. In that case - apart from the agreed excess - he shall be liable for loss or damage only if
 - contrary to his obligation (cf. clause G 2), he does not notify the lessor of the loss or damage, or he fails to do so in due time or fully.
 - he or his agents caused the loss or damage intentionally or by gross negligence.
 - he or his agents have fled the scene of an accident if the lessor's legitimate interests in the ascertainment of the facts of the incident have been prejudiced in general, unless the violation of this obligation was not intentional or grossly negligent.
 - he or his agents have fled the scene of an accident if the lessor's legitimate interests in the ascertainment of the facts of the incident have been prejudiced in general, unless the violation of this obligation was not intentional or grossly negligent.
 - contrary to the obligation under clause G, he or his agents did not notify the lessor of the loss or damage or, when fulfilling the obligation under clause G, gave false information about the events leading up to the accident, if the lessor's legitimate interests in the ascertainment of the facts of the incident have been prejudiced in general, unless the violation of this obligation was not intentional or grossly negligent.

The contractual exemption from liability applies only for the rental period.

3. The lessee and his vicarious agents shall be liable without limitation for the breaches of any statutory provisions, particularly for traffic and administrative offences, committed during the rental period. The lessee shall indemnify the lessor against any and all penalty and warning fines, fees and other costs, levied by the authorities from the lessor because of any such breaches. As compensation for the lessor's administrative costs incurred in handling enquiries put to it by the prosecution authorities in order to investigate administrative and criminal offences committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of € 12.00 (incl. VAT) for each enquiry by the authorities, unless the lessee proves that the lessor incurred lower costs and/or loss; the lessor shall be at liberty to assert greater damages or loss.
4. Damage to brakes, damage caused during normal operation of the vehicle, and simple fracture damage do not constitute accident damage; this applies in particular to damage caused by the slippage of any goods carried.
5. The lessee must ensure that the motorway toll is paid in full and in due time in order to use the federal motorway with a rented truck, which is liable to a toll. The lessee is expressly advised that a toll is payable in order to use the federal motorway if the permitted overall weight of the truck or vehicle combination consisting of truck and a trailer reaches or exceeds 12t. The lessee shall indemnify the lessor against all claims, fees (including any extra charges for late payment and other accessory claims), costs, penalty and

warning fines, which the authorities and/or third parties impose on or assert against the lessor because the toll is not paid in due time or is not paid in full.

6. For trucks with a permitted overall weight of 7.5t to 11.99t the lessor does not pay road tax increased by any trailer surcharge. If a rented truck is used with a trailer, the lessee must therefore ensure that the road tax for the trailer (trailer surcharge) is paid in due time and in full. The lessee shall indemnify the lessor against all claims, taxes (including any taxes, extra charges for late payment and other accessory claims), costs, penalty and warning fines, which the authorities assert against the lessor because of a breach of the above obligation.
7. These provisions apply not only to the lessee but also to the authorized driver, whereby, however, the contractual exemption from liability does not apply to unauthorized users of the rented vehicle.

J: Return of the vehicle

1. The rental contract shall end at the agreed time and can, under the provisions of this contract, be extended with the prior consent of the lessor, provided that the lessee advises the lessor of the extension three days before the expiry of the agreed rental period. If there is an exchange of vehicle, and a rental period of more than 28 days, the first rental contract shall apply.
2. The lessee is obliged to return the vehicle to the lessor at the end of the agreed rental period, at the agreed location, during normal business hours, which are displayed in a notice at the lessor's offices.
3. Special rental rates apply only to the period offered. If said period is exceeded, the normal rate shall apply to the whole period.
4. In the event of any breach of the obligation to return the vehicle and there is more than one lessee, the lessees shall be jointly and severally liable. The respectively applicable rental charges shall be charged up until the date when the vehicle is returned.
5. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental period, even if he is not at fault, the lessor shall be entitled to demand payment for use of the vehicle for the period exceeding the contractual term, at the rental rate previously agreed.
6. The parties shall be entitled to terminate the rental contracts in accordance with the statutory provisions. The lessor may terminate the rental contracts without notice if the lessee is in arrears with his payments by more than seven days from the due date, if his financial situation deteriorates considerably or if other serious grounds arise.

Such grounds shall be deemed to include, in particular:

- dishonoured bank debits / cheques,
- enforcement measures aimed against the lessee,
- lack of care of the vehicle,
- improper and illegal use,
- disregard of the regulations governing the use of motor vehicles for road haulage,
- if it becomes unreasonable to expect the rental contract to be continued, e.g. owing to an excessive damage ratio.

If the lessor terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to the lessor.

K: Sixt Express / Master Agreement

1. Upon conclusion of the Master Agreement, the Sixt GmbH & Co. Autovermietung KG's General Terms and Conditions of Rental shall apply to all rental contracts concluded as part of the Sixt Express Service.
2. When making use of the Sixt Express Service, the lessee accepts the rental offer upon printing out a corresponding rental contract and handover of the vehicle keys either at the Sixt counter or the Sixt key safe.
3. When making use of the Sixt Express Service, the lessee accepts the rental contract he receives with each rental as being binding on him, even if unsigned.
4. The lessee expressly guarantees that at the time when the rental contracts are concluded he is in possession of a valid driver's licence. He undertakes to inform the lessor of all changes relating to his driver's licence, his address, or his credit card specified in the Master Agreement, before conclusion of any subsequent rental contract.

L: Lessee's direct debit authorization

The lessee irrevocably authorizes the lessor to debit all car rental costs and all other claims in connection with the rental contract from his credit card presented at the time when the rental contract is concluded, specified in the rental contract or from the credit card subsequently presented or additionally specified by the lessor.

M: Data protection clause

The lessee's and/or driver's personal data shall be collected, stored, processed, transmitted and used in accordance with the data protection provisions as applicable from time to time only for the purposes of processing the contract and to safeguard the company's own legitimate business interests. The address details (including e-mail) shall be processed and used for the company's own advertising purposes to inform the lessee/driver of the range of services offered by Sixt GmbH & Co. Autovermietung KG.

The lessee/driver can at any time object to the processing and use of his personal data for the purposes of advertising. The objection must be addressed to: Sixt GmbH & Co. Autovermietung KG, Rejection, Zugspitzstrasse 1, 82049 Pullach, Germany, e-Mail to: widerspruch_datenschutz@sixt.de.

N: General Provisions

1. In the event of any dispute about the interpretation of the rental contract, the German text shall be the authoritative version and German law shall apply.
2. Only undisputed claims of the lessee or of an authorized driver, or claims of the lessee or of an authorized driver, which have become final and absolute, may be set off against claims of the lessor.
3. All rights and obligations arising out of this Agreement enure to the benefit of and against the authorized driver.
4. If and insofar as no provision is contained in this Agreement, the regulations of the Insurance Contracts Act (*Versicherungsvertragsgesetz (VVG)*) and the regulations of the General Conditions for Motor Vehicle Insurance (*AKB 95*) shall apply *mutatis mutandis*. This also applies to any ambiguities arising out of this Agreement.

O: Place of jurisdiction, written form

1. There are no verbal side agreements. Any amendments must be made in writing.
2. If the lessee is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Munich.