

# **SIXT General Terms and Conditions applying to motor vehicles rentals**

The rental by SIXT SAS or one of our subsidiaries, agents or franchisees (hereinafter “the Rental Company”, We” or “Us”) of motor vehicles and their equipment and accessories, under the brand name “SIXT” or any other brand name registered by SIXT, is exclusively subject to these General Rental Conditions (“Conditions”) and to the special conditions stated in the contractual document (“the Rental Agreement”) given to the person renting the vehicle (“the Customer” or “You”). YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, UNDERSTOOD AND ACCEPTED THESE CONDITIONS AT THE LATEST UPON DELIVERY OF THE RENTAL AGREEMENT AND THE KEYS TO THE VEHICLE AT OUR AGENCY. By entering your signature on an electronic device, You are confirming your acceptance of these Conditions and the Rental Agreement. Your signature will be stored electronically together with the Rental Agreement on physically unalterable media. It is further agreed between the parties that the image of the signatures and of the Rental Agreement will have the legal effect of an original document. In certain cases (regular customers, business customers, etc.), customers will not be systematically asked to sign a Rental Agreement, as the parties agree that a previous rental or any framework agreement existing between the parties will constitute acceptance of these Conditions.

**THESE CONDITIONS SET OUT IN PARTICULAR THE CASES IN WHICH WE ACCEPT THAT YOUR LIABILITY OR THE LIABILITY OF ANY AUTHORISED DRIVER WILL BE LIMITED AND/OR EXCLUDED (THE “OPTIONAL LIABILITY LIMITATION”).**

## **ARTICLE 1 - Reservations and rental period**

### **1.1 Reservations**

Reservations apply solely to a vehicle category chosen by You and to the corresponding price, not to the make or model of the vehicle. If You do not show on the agreed date within sixty (60) minutes of the time indicated when You made your reservation, We are not obliged to maintain said reservation. Cancellations may be made at any time before the start of the rental, unless otherwise stipulated for prepaid rentals (Article 14) notably.

### **1.2 Rental period and renewal**

The Rental Agreement is for a specified period, as defined at the time of reservation and set out in the Rental Agreement, and will end on the agreed date and at the agreed time.

As We are required to comply with the commitments agreed with the manufacturers of the vehicles in our fleet, You may be required at any time to return the vehicle or accept a replacement vehicle.

At the end of the period set out in the Rental Agreement, the rental may be renewed at your request, and with our agreement. In order to have your rental renewed, You must take the vehicle to our agency in order to sign a new Rental Agreement at the current rate.

If You do not go to our agency to have your contract renewed, and if You do not return the vehicle to the agreed location at the date and time stated in the Rental Agreement, **said Rental Agreement will be terminated, and any Liability Limitations and Optional Insurance agreed and taken out at the beginning of the rental period will no longer apply. With regard to the continuous use of the vehicle, and until its actual return, You and any Authorised Driver will be jointly and severally liable to Us for the payment of a usage fee, the amount of which shall be equal to our daily rate for private customers, as displayed in our agencies, unless the failure to return the vehicle is not your fault or the fault of the Authorised Driver.**

You must inform Us immediately of any event that prevents You from returning the vehicle on the agreed date and at the agreed time.

Please be advised that failure to return the vehicle to the location and on the date agreed in the Rental Agreement may result in legal action for misappropriation.

## **ARTICLE 2 - PERSONS AUTHORISED TO DRIVE THE VEHICLE**

In principle, You are the only person authorised to drive the vehicle. If You would like one or more other persons to use the rental vehicle under the conditions stated in the Rental Agreement and these Conditions, prior to the start of the rental, the relevant person(s) must also produce a valid driving licence and identity document ("Authorised Driver"). An additional amount will be charged for each Authorised Driver.

You and any Authorised Driver undertake to drive the vehicle on a valid driving licence which must not have expired or have been cancelled, suspended or withdrawn at the time of the rental.

Any sub-rental or loan of a vehicle to a person not authorised by Us is prohibited, and will result in the loss of the insurance and protection.

## **ARTICLE 3 - DOCUMENTS TO BE PROVIDED**

3.1 When picking up your vehicle, You and, where applicable, any Authorised Driver, must go in person to the SIXT Agency and present your original driving licence, valid for France, which allows you to drive the rental vehicle, as well as your original identity card or passport. Depending on the category of rental vehicle, We may require You and any Authorised Driver to have held a driving licence for a certain period of time.

3.2 Since We do not accept payment by cheque, when collecting your vehicle, You must present a valid bank card or international credit card in your name to enable Us to run a credit check. The bank card or credit card which You provide when collecting your vehicle must be valid until You return the vehicle and for at least 30 days after the Rental Agreement has ended, and even 60 days for Rental Agreements longer than 27 days.

For vehicles of a higher category, We may require two bank cards.

3.3 If your Rental Agreement is renewed under the conditions specified in Article 1.2, We will run a further credit check via the bank or credit card initially provided by You.

If the result of this check reveals a negative credit history, the Rental Agreement will be terminated automatically, and You must immediately return the vehicle.

#### **ARTICLE 4 - PROPERTY OF THE VEHICLE AND ITS ACCESSORIES**

The vehicle and its accessories are the property of either the Rental Company or a third party. In any event, You and any Authorised Driver do not have the right either to sub-rent the vehicle and its accessories, nor to make any modifications or repairs on the rental vehicle or its accessories, except in the cases provided for in Article 6 below.

#### **ARTICLE 5 - DELIVERY OF THE VEHICLE**

The vehicle and its accessories shall be made available to You in perfect working order, subject to non-apparent defects. The Rental Agreement details any apparent defects affecting the vehicle and its accessories, as well as the mileage and the fuel level. YOU ARE REQUIRED TO VERIFY THE CONDITION OF THE VEHICLE AND THE INFORMATION CONTAINED IN THE RENTAL AGREEMENT WHEN COLLECTING THE VEHICLE. If applicable, before leaving our agency, You must inform Us of any apparent defects that are not listed and of any discrepancy in mileage or fuel level, so that We can in rectify the information contained in the Rental Agreement. IF YOU DO NOT INFORM US ACCORDINGLY BEFORE LEAVING OUR AGENCY, NO CLAIMS CONCERNING APPARENT DEFECTS WILL BE CONSIDERED.

#### **ARTICLE 6 - MAINTENANCE**

You and any Authorised Driver undertake to take care of the rental vehicle and its accessories, to notably check at regular intervals engine oil and water levels, and to ensure that the vehicle remains in roadworthy condition throughout the rental.

You and any Authorised Driver are forbidden from carrying out repairs on the rental vehicle without our express prior consent.

For vans and trucks' rentals, You are obliged to present said vehicle to a SIXT Agency at each request from the Rental Company and at the latest on each monthly anniversary date of the Rental Agreement in order to have a visual inspection of the

vehicle and an administrative monitoring of the Rental Agreement. In the event of non-compliance with this obligation, We may charge You a no-show fee.

## **ARTICLE 7 - CONDITIONS OF USE OF THE VEHICLE**

**7.1.** You and any Authorised Driver must not use or allow a third party to use the rental vehicle in particular:

- on unsuitable roads,
- for the carriage of goods in return for payment, except for commercial vehicles,
- for the transport of persons in return for payment,
- for driving lessons,
- for trials, competitions or car races,
- by anyone under the influence of alcohol (blood alcohol level above the legal limit) or any forbidden substance (narcotics, medicines, etc.),
- to transport a heavier load or more passengers than stated by the manufacturer,
- for the transport of flammable, explosive or radioactive substances (oils, mineral spirits, etc.) that may damage the vehicle or cause an abnormal risk to the driver, passengers and/or third parties; this prohibition does not apply to the transport of ordinary and common products such as, for example, bottles of alcohol, mineral oil or gas refills,
- to move or tow another vehicle,
- in the countries prohibited by the Rental Agreement, according to the terms and the list set out in Schedule 1,
- for any sub-rental,
- to drive in areas closed to the public (airport zones, military zones, etc.),
- for the purpose of intentionally committing an offence.

As a general rule, You and any Authorised Driver are required to comply with the provisions of traffic regulations, and to refrain from reckless driving.

You and any Authorised Driver also undertake to keep the keys of the vehicle in your possession, to use the anti-theft device, and to lock the vehicle while keeping the registration documents with them.

**WE RECOMMEND THAT YOU AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE DIMENSIONS OR CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR UTILITY VEHICLES). ANY MISJUDGEMENT OF THE DIMENSIONS WITH RESPECT TO ROAD INFRASTRUCTURE THAT RESULTS IN THE LOSS OF OR DAMAGE TO THE VEHICLE WILL RESULT IN THE EXCLUSION OF THE POSSIBLE OPTIONAL LIABILITY LIMITATIONS PROVIDED FOR IN ARTICLE 10.2.**

**EVEN IF YOU AGREE TO ONE OR MORE OF THE OPTIONAL LIABILITY LIMITATIONS PROVIDED FOR IN ARTICLE 10.2, YOU OR ANY AUTHORISED DRIVER WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE CAUSED AS A RESULT OF THE VEHICLE BEING USED IN BREACH OF THIS ARTICLE AND FOR ANY COSTS AND LEGAL FEES RESULTING THEREFROM.**

## **7.2. Conditions of use of the vehicle in winter - Mountain Law**

Under the Mountain Law, it is compulsory in winter, from November 1 to March 31, to have snow chains on board the vehicle or to travel with a vehicle fitted with winter tires. Failure to comply with this obligation may be penalized by a fine for which the Customer is liable and by the immobilization of the rented vehicle.

This obligation applies in most municipalities in the French mountain ranges which can be consulted here: <https://www.securite-routiere.gouv.fr/chacun-son-mode-de-deplacement/dangers-de-la-route-en-voiture/equipement-de-la-voiture/nouveaux>.

Vehicles rented from a rental agency located in a department concerned by the Mountain Law will automatically contain snow chains on board and the corresponding price will be added to the rental price and other products and services subscribed to. If the Customer reserves a vehicle fitted with winter tires, subject to availability at the departure agency, the snow chains will be removed from the vehicle and only winter tires will be invoiced at the end of the rental.

For rentals from agencies not located in the departments concerned by the Mountain Law, the Customer will be able to reserve snow chains or a vehicle fitted with winter tires, subject to availability and payment of the price corresponding to these options. If You do not subscribe to the snow chains or winter tires option, the rented vehicle will be equipped with summer tires. It is the Customer's responsibility to book the necessary equipment according to its destination.

The prices of snow chains and winter tires can be found in the pricing information available online and in agencies.

In the event of loss, theft or damage to the snow chains, fees may be charged at a price mentioned in the pricing information available online and in agencies.

## **ARTICLE 8 - RETURNING THE RENTAL VEHICLE IN GOOD CONDITION**

You or any Authorised Driver must return the rental vehicle, keys, equipment and documents by the date and time stipulated in the Rental Agreement, in its original condition as described in the Rental Agreement, subject to ordinary wear and tear. When the vehicle is returned, the vehicle will be jointly inspected by You and Us and a return report will be signed by You or any Authorised Driver.

You may request a copy of this report. At certain agencies, a return condition report will be prepared using an electronic device. Your signature on this electronic device will be stored electronically together with the return condition report on physically unalterable media. It is agreed between the parties that the image of the signatures and that of the return condition report will have the legal value of an original document.

## **Article 9 - INSURANCE**

### **9.1 Compulsory insurance - Third party liability (Article L.211-1 of the French Insurance Code)**

All of our rental vehicles are covered by third party liability insurance in accordance with the regulations in force.

Pursuant to Article R.211-5 of the French Insurance Code, "insurance is required to compensate for bodily injury or material damage resulting from the following during use of a vehicle:

- 1 accidents, fires or explosions caused by the vehicle, the accessories and products associated with use of the vehicle, and the objects and substances transported in the vehicle;
- 2 the fall of said accessories, objects, substances or products".

Providing that You and any Authorised Driver fulfil your obligations under these Conditions, You are covered for the financial consequences of your liability for bodily injury or material damage caused to third parties (including passengers of the vehicle) for any incident in which the rental vehicle is involved.

This compulsory third party liability insurance does not cover You or any Authorised Driver driving the vehicle at the time of the accident, or damage to the vehicle. Therefore, You and any Authorised Driver may limit your liability as set out below in Article 10.

Compulsory third party liability insurance does not apply:

- in relation to damage caused by You or any Authorised Driver to your agents or employees with the rental vehicle,
- in relation to damage suffered by passengers who are not driven under adequate safety conditions, as described in Article A.211-3 of the French Insurance Code,
- if, at the time of the incident, your driving licence or the driving licence of any Authorised Driver who takes the wheel is not valid or has been withdrawn,
- in general, to events excluded from the cover by Articles R.211-10 and R.211-11 of the French Insurance Code,
- in the event of deliberate or fraudulent misconduct within the meaning of Article L.113-1 of the French Insurance Code,
- if the rental vehicle is used for trials, competitions or car races,

- in the event of attempted suicide or suicide,
- in the event of attempted fraud,
- in the event of intentional misrepresentation in the personal details indicated in the Rental Agreement or accident report.

In the event of non-compliance with the obligations imposed under these Conditions, You and any Authorised Driver must return to Us any sum or compensation We may have paid to a third party on your behalf in the event of death or bodily injury and/or material damage suffered by the third party.

## **9.2 Individual Accident Coverage - driver/passenger**

We have taken out driver/passenger ("Personal Injury") insurance on behalf of our Customers with a reputable insurance company.

Under certain conditions, this insurance covers the driver and passengers of the vehicle in case of disability or death as well as their medical expenses as a result of bodily injury following an accident.

You must inform Us of any incident, in which case We will send You a claim form.

You must then send this form directly to the insurer, who is solely responsible for the management and compensation of "Personal Injury" claims.

Individual Accident Coverage applies solely for the rental period stated in the Rental Agreement, in the countries in which the vehicle may be driven. At the end of the agreed rental period, and unless We formally agree to extend the Rental Agreement prior to an accident, You, any Authorised Driver and any passengers will not be covered by the Individual Accident Coverage.

## **ARTICLE 10 - LOSS OF AND DAMAGE TO THE VEHICLE**

### **10.1 Customer and Authorised Driver liability**

**UNLESS IT IS PROVEN THAT YOU ARE WITHOUT FAULT, PURSUANT TO ARTICLE 1732 OF THE FRENCH CIVIL CODE, YOU AND ANY AUTHORISED DRIVER WILL BE LIABLE FOR ANY LOSS OF AND DAMAGE TO THE VEHICLE DURING THE RENTAL.** You any Authorised Driver may be liable for the cost of repairs assessed by a loss adjuster or charged by a garage, the market value of the vehicle, compensation for loss of use of the vehicle and any other incidental expenses related to the loss of or damage to the vehicle during the rental (such as towing costs, vehicle storage costs, loss adjustment fees, loss adjuster's fees, claim management fees, etc.), as well as the costs of any cleaning required due to excessive dirtiness of the vehicle.

The invoice for the claim will include the repair costs or costs assessed by the loss adjuster in his report, the car expert's fees, the immobilisation costs, the towing fees, the impound fees and our claim administration fee.

**NOTE:** Our vehicles are not systematically covered by insurance other than compulsory insurance. Therefore, depending on the circumstances, You and any Authorised Driver may be required to assume risks such as theft or damage to the vehicle itself, and may therefore be required to refund the market value of the vehicle at the time of the incident.

We agree to limit and/or exclude your liability and that of any Authorised Driver for an additional charge ("Optional Liability Limitations"). **THESE OPTIONAL LIABILITY LIMITATIONS, THE CONDITIONS OF WHICH ARE SET OUT IN ARTICLE 10.2 BELOW, ARE NOT INSURANCE COVER.**

## **10.2 Optional liability limitations**

In order for the optional liability limitations to apply, You must comply with these Conditions.

### **10.2.1 Limitation of liability in the event of theft and collision (Loss Damage Waiver)**

By taking out optional liability limitation and loss damage waiver protection when entering into the Rental Agreement, You agree to pay an additional charge per rental day (indivisible twenty-four (24) hour periods) at the current rate. This will limit your liability and that of any Authorised Driver for material damage caused to the vehicle and its accessories and equipment, and for theft up to the amount stated in the Rental Agreement, possibly up to full exemption, according to the complementary cover taken out ("the theft and collision Excess").

"Broken glass" and "tyre" damage is not covered by Loss Damage Waiver protection.

This limitation of liability for damage applies to any liability You may incur for material damage caused to the vehicle as well as its accessories and equipment other than due to theft, attempted theft or acts of vandalism. **WE WILL APPLY THE EXCESS FOR EACH UNRELATED TYPE OF DAMAGE.**

### **10.2.2 Limitation of liability for damage to glass and tyres ("Glass and Tyre Protection")**

As set out in Article 10.2.1 of these Conditions, damage to glass and tyres is excluded from damage Protection.

By taking out the optional liability limitation cover for broken glass and tyres when entering into the Rental Agreement, You agree to pay an additional charge per rental day (indivisible twenty-four (24) hour periods) at the current rate. This will exempt You and any authorised Driver from liability for material damage caused to the tyres (excluding wheel rims), windows (windscreen, side windows, rear window) as well as the external and internal rear view mirrors.

### **10.2.3 Limitation of liability for damage at the interior of the vehicle ("Interior Protection")**



By taking out the Interior Protection, You agree to pay an additional charge per rental day at the current rate. This will exempt You and any authorised Driver from liability for material damage and soiling inside the vehicle up to the amount stated in the Rental Agreement, possibly up to full exemption, according to the complementary cover taken out.

This limitation of liability applies to damage and soiling occurred:

- on the interior walls of the loading space and the boot, during use, loading and unloading of the vehicle;
- in the interior of the vehicle or the driver and / or passenger cabin;
- on the external walls of the tailgate caused when handling the tailgate, since the rental car has a tail lift.

#### **10.2.4 Reasons for exclusion from the Liability Limitations for “Loss Damage Waiver”, “Glass and Tyre Protection” and “Interior Protection”**

These Liability Limitations will not apply:

- in the event of deliberate or fraudulent misconduct within the meaning of Article L.113-1 of the French Insurance Code,
- in the event of negligence or carelessness by You or the Authorised Driver (e.g. keys left in the vehicle),
- in the event of breach of the provisions of traffic regulations and applicable road regulations,
- in the event of use of the rental vehicle contrary to the provisions of Article 7 of these Conditions, in particular for use:
  - on unsuitable roads,
  - for the carriage of goods in return for payment, except with our written permission,
  - for the transport of persons in return for payment,
  - for driving lessons, trials, competitions or car races,
  - by anyone under the influence of alcohol (blood alcohol level above the legal limit) or any forbidden substance (narcotics, medicines, etc.),
  - to transport a heavier load or more passengers than stated by the manufacturer,
  - to transport any flammable, explosive or radioactive substances that may damage the vehicle or cause an abnormal risk to the driver, passengers and/or third parties; this prohibition does not apply to the transport of ordinary and common products such as, for example, bottles of alcohol, mineral oil or gas refills,
  - to move or tow another vehicle,
  - in the countries prohibited by the Rental Agreement as described and listed in Schedule 1,
  - for any sub-rental,
  - to drive in areas closed to the public (airport zones, military zones, etc.),
  - for the purpose of intentionally committing an offence.
- in the event of transport of the vehicle by ferry,

- in the event of attempted suicide or suicide,
- in the event of driving with an expired, suspended or withdrawn driving licence,
- in the event of failure to report the circumstances of an accident or a fire envisaged by Article 11.2 of these Conditions, or failure to report the circumstances of a theft envisaged by Article 11.3 of these Conditions,
- in the event that an accident or fire report does not comply with the provisions of Article 11.2 of these Conditions, or a theft report does not comply with the provisions of Article 11.3 of these Conditions,
- in the event of attempted fraud,
- in the event of intentional misrepresentation in the rental agreement, in the accident, fire or theft witness statement, or in an accident report drawn up and agreed by the parties,
- for damage not considered as fires (i.e. combustion with flames), such as cigarette burns,
- for damage to your belongings or goods or those of the Authorised Driver which are transported in the vehicle,
- for interior damage, unless the Interior Protection has been subscribed,
- for damage resulting from the use of the wrong fuel,
- in the event of failure to pay the rental price and associated costs,
- for damage to the upper parts of the vehicle and subsequent consequential damage, said upper parts being the bodywork above the upper limit of the windscreen,
- for damage caused to the lower parts of the vehicle and subsequent consequential damage for any reason whatsoever, said lower parts being the components situated below the chassis,
- in the event of the theft of the vehicle by your employees or the employees of any Authorised Driver, their relatives (see Article 311-12 of the French Criminal Code) or persons living under their roof,
- for theft of your belongings or goods or those of the Authorised Driver which are transported in the vehicle.

**IN VIEW OF THESE EXCLUSIONS, WE WISH TO REITERATE THAT WE RECOMMEND THAT YOU AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE DIMENSIONS OR CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR UTILITY VEHICLES). ANY MISJUDGEMENT OF THE DIMENSIONS IN RELATION TO THE ROAD INFRASTRUCTURE WHICH RESULTS IN THE LOSS OF OR DAMAGE TO THE VEHICLE WILL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIABILITY LIMITATIONS AS SPECIFIED ABOVE.**

**WE ALSO WISH TO REITERATE THAT, UNDER THE MOUNTAIN LAW, IT IS MANDATORY, DURING THE WINTER PERIOD, FROM NOVEMBER 1<sup>st</sup> TO MARCH 31<sup>st</sup>, IN MOST OF THE MUNICIPALITIES OF FRENCH MOUNTAIN RANGES, TO HAVE SNOW CHAINS ON BOARD THE VEHICLE OR RIDE WITH A VEHICLE EQUIPPED WITH WINTER TIRES.**

#### **10.2.5 Period of validity and scope of application of the liability Limitations**

The Optional Liability Limitations apply solely for the rental period stipulated in the Rental Agreement. After this period, and unless We formally agree to extend the Rental Agreement before any damage occurs, You and any Authorised Driver will lose the benefit of the said Optional Liability Limitations, as already stated in Article 1.2 of these Conditions.

## **11. OBLIGATIONS IN THE EVENT OF AN INCIDENT**

### **11.1 General obligations**

In the event of an incident of any nature whatsoever - accident, attempted theft, fire, collision with a wild animal or any other damage caused to the vehicle - (the "Incident"), You or any Authorised Driver must take all appropriate measures to safeguard our interests and, where applicable, the insurance company's interests, namely by:

- notifying Us as soon as possible and at the latest within five working days following the occurrence or the discovery of one of the abovementioned incidents or damage, under penalty of losing the benefit of the insurance cover provided for in Article 9, and the optional Liability Limitations referred to in Article 10, if We suffer a loss on account of the delay in reporting the Incident. The benefit of the said insurance cover and Limitations will however be upheld if the delay in reporting the Incident is due to a force majeure event.

Nonetheless, in accordance with Article R.211-13 of the French Insurance Code, the forfeiture of the insurance cover provided for in Article 9 may not be enforced against injured third parties and victims of traffic accidents or their beneficiaries.

You or any Authorised Driver must also:

- notify the Police or Gendarmerie if necessary,
- complete the claim form sent by our claims department ("the Claim Form"), which must be duly completed and returned to Us, under penalty of losing the benefit of the optional cover referred to in Article 10.

The Claim Form issued by our claims department must be returned as soon as possible and must include information on the following:

- the circumstances, date, place and time of the incident,
- the name and address of any witnesses,
- where applicable, the registration number of the third-party vehicle involved, the name and address of its owner, the name of the insurance company and the relevant insurance policy number.

### **11.2 Special obligations in the event of an accident**

In the event of an accident, in addition to fulfilling the obligations imposed under Article 11.1, You or any Authorised Driver must draw up a report by filling out the document provided in the vehicle, except in the event of force majeure.

If a police or gendarmerie report or an affidavit has already been drawn up, these documents must be attached to the said Claim Form.

You or any Authorised Driver are not entitled to enter into any agreement or settlement of any kind in the name and on behalf of the Rental Company or our insurer.

### **11.3 Special obligations in the event of theft**

If the vehicle is stolen, You or any Authorised Driver must:

- notify Us as soon as possible and at the latest within two working days following the discovery of the theft, in particular to allow Us to access the geographical location data of the vehicle in good time, under penalty of losing the benefit of the optional Liability Limitations referred to in Article 10.2.1, if We suffer a loss on account of the delay in reporting the theft. The benefit of the said Limitations will however be upheld if the delay in reporting the theft is due to a force majeure event;
- file a criminal complaint with the competent authorities within the same period. You or any Authorised Driver must send Us a copy of the document recording the filing of the criminal complaint as soon as possible. Otherwise, your rental payments will continue to accrue, unless the delay in filing a criminal complaint is due to a force majeure event.

The original keys to the vehicle must also be returned to Us. If original keys are stolen or mislaid, You or any Authorised Driver must:

- notify Us as soon as possible and at the latest within two working days following the discovery of the loss or theft, under penalty of losing the benefit of the optional Liability Limitation referred to in Article 10.2.1., if We suffer a loss on account of the delay in reporting the loss or theft. The benefit of the said insurance cover and Limitations will however be upheld if the delay in reporting the loss or theft is due to a force majeure event.
- at the same time, formally report the theft or loss of the keys to Us and to the competent authorities. Otherwise, your rental payments will continue to accrue, unless the delay in reporting the theft or loss is due to a force majeure event.

## **ARTICLE 12 - ASSESSMENT AND COMPENSATION PROCEDURES**

Any damage noted on the return of a vehicle will be assessed by an independent expert approved by the insurance companies. In the case of damage that does not render the vehicle unfit to drive, the vehicle will not be immobilised, and the assessment will be carried out remotely on the basis of photographs taken at the time

the vehicle was returned. You or any Authorised Driver may ask for a second assessment to be carried out, at your expense. This may be carried out solely on the basis of the information used to conduct the independent expert's assessment, immobilisation of the vehicle for this purpose being excluded, unless You or the Authorised Driver pay the immobilisation costs, which will correspond at least to the rental fee at the rate displayed in the agency during the period of immobilisation, plus storage costs etc. If You or any Authorised Driver wish to have a second assessment carried out, You must inform our claims department in writing within 48 hours of receiving the independent expert's assessment, by writing to the following address: [sinistre.france@sixt.com](mailto:sinistre.france@sixt.com).

You expressly agree to compensate Us for the monetary equivalent of the damage to the rental vehicle, up to the amount of the liability established, and if You do not benefit from an optional limitation thereof, as provided for in Article 10 above.

## **ARTICLE 13 - RENTAL FEE, MISCELLANEOUS COSTS AND PAYMENT TERMS**

### **13.1 Rental fee - Miscellaneous costs**

The Rental Fee is the fee charged by Us at the current rate on the date the Rental Agreement is signed. Promotional rates are valid solely for the proposed period. If this period is exceeded, and without prejudice to the provisions of Article 1.2, the rate displayed in the agency will apply to the full rental period.

### **YOU ARE LIABLE TO PAY THE PRICE OF THE RENTAL:**

**The Rental Fee comprises the main rental fee and any additional charges:**

- **The main rental fee**, depending on the rate chosen by You, will be determined solely on the basis of the contractually agreed rental period, or on the basis of this period and the mileage covered.

The mileage covered during the period of the Rental Agreement is that indicated by the milometer installed in the vehicle by the manufacturer. If You or the Authorised Driver fraudulently disconnect the milometer, a fixed amount of one thousand (1,000) kilometres per day of rental will be charged at the current rate.

The rental fee and any additional surcharges must be paid in full for the duration of the contractually agreed rental. A late pick-up of the vehicle or its early return, by the customer, will not give rise to reimbursement.

- **Compulsory surcharges** are imposed for the following, where applicable:
  - premium location fees for rentals starting from an agency located at an airport or a railway station, or in the immediate vicinity,
  - the "young driver" surcharge.
- **Optional surcharges that may be offered** are payable for services offered by Us, including the following in particular:

- the daily price of the Optional Liability Limitations,
- the daily price of renting accessories (child seats, navigation systems, roof racks, chains and snow tyres, etc.),
- the cost of dropping the vehicle off at a different agency from the pick-up location, charged in accordance with the price list depending on the town of return,
- the costs of delivery and/or collection of the vehicle at your requested location , as well as the fuel costs for the journey made by the Rental Company for delivery or collection,
- the price of a full tank of fuel for the rental vehicle if the Rental Agreement includes a full tank for the “prepaid fuel” option; in this event, You will not be refunded for any fuel that has not been used when the vehicle is returned.

**YOU WILL ALSO BE LIABLE FOR THE PAYMENT OF OTHER COSTS AND DAMAGES, NAMELY:**

- unless the “Prepaid Fuel” option has been purchased, the price of the fuel if the vehicle is not returned with at least the same amount of fuel as when the vehicle was delivered; in this event, We will charge You for the missing fuel at a price that includes the price of the refuelling service, which can be obtained from our agencies, and calculated according to the following formula, the amounts and rates of which are displayed in our agencies: fixed fuelling fee + (average market price per litre x number of litres consumed x percentage for service charges),
- for electric vehicles, the corresponding charge level is indicated in the Rental Agreement when the vehicle is handed over. At the end of the Rental Agreement, You must return the vehicle with an identical charge level. If the vehicle is returned with a lower charge level, We will charge you the recharging costs in accordance with our current rental information.
- all the costs We incur to collect the vehicle in the event that it is left in a place other than that contractually agreed or if We have to collect it due to a fault by You or any Authorised Driver (keys locked inside the vehicle, keys lost, malfunctioning of the vehicle due to an omission or negligence by You or any Authorised Driver),
- a no-show fee if You don’t come to the station to pick-up the reserved vehicle,
- a cancellation fee if You cancel your reservation within 24 hours before the agreed pick-up time,
- key reprogramming costs in the event that the keys to the vehicle are lost, stolen or damaged; costs of providing duplicate keys in the event that the keys are locked inside the vehicle,
- if the charging cable for an electric or hybrid car is lost or damaged, the cost of replacing the cable according to the fixed price included in the pricing information available online and in our agencies,
- administrative handling costs for breaches of traffic regulations (Article 15),
- all the costs We incur to repair damage caused to the vehicle which is not covered by the insurance and any Optional Liability Limitations taken out by You, in particular, in addition to the damage itself, immobilisation costs, appraisal costs, administrative and handling costs, breakdown and/or towing and transport costs.

### **13.2 Payment terms**

Except for Prepaid Rentals, the Rental Fee as well as sundry costs are payable on the invoice due date and at least every 30 days, as per interim invoices. The Rental Fee for Prepaid Rentals is due on the date of reservation, although adjustments may be made at the end of the rental period in respect of any additional charges and other costs and damages.

Any payment made after the due date indicated in the relevant invoice will, if formal notice to You remains without effect, incur payment of a late-payment penalty charged at three times the statutory interest rate for the period from the due date until actual payment of the debt, without prejudice to our right, if applicable, to automatically terminate the Rental Agreement and demand the immediate return of the rental vehicle. Business customers will furthermore be automatically liable to pay a fixed debt collection charge of forty (40) euros (Articles L.441-6 I, paragraph 8, and D.441-5 of the French Commercial Code).

In the event of termination of the Rental Agreement, You must return the vehicle to the address indicated by Us, at your expense and risk. In the event of non-return of the vehicle, We will be entitled to take all necessary measures to secure its return.

### **13.3 Payment guarantees**

We may demand the payment of up to 2.5 times the agreed Rental Fee inclusive of all taxes (including all the costs invoiced at the start of the rental, in particular the costs associated with the Optional Liability Limitations and the insurance policies) as a payment guarantee. However, for higher category vehicles, We may request a payment guarantee for a higher amount, in accordance with the special conditions communicated to You prior to the signing of the Rental Agreement.

We may demand the payment of the payment guarantee at any time, at the start of the rental or later on. Where applicable, We must return the payment guarantee at the end of the rental without interest and following deduction of all costs, charges or any other sums payable by You.

## **ARTICLE 14 - PREPAID RENTALS**

For certain rentals, You may obtain advantageous rates by paying the rental fee when making your reservation ("Prepaid Rental"). YOU MUST PRESENT THE BANK OR CREDIT CARD USED FOR THE RESERVATION WHEN TAKING DELIVERY OF THE VEHICLE.

For such Prepaid Rentals, the reservation may be changed before the rental begins. Any change must however be made at least 48 hours before the rental begins, i.e. before possession of the vehicle is taken. Handling charges will be invoiced for each modification.

Prepaid Rentals are subject to favourable pricing conditions compared to rentals with payment at the end of the rental period. In return for the favourable rate granted, the

rental fee will belong absolutely to Us in all cases if a reservation is changed for a Prepaid Rental. If such a change increases the rental price, this increase will be invoiced to You.

The maximum period of a Prepaid Rental, including renewal, is 42 days.

In return for the favourable rate granted, in the event that a reservation is cancelled for a Prepaid Rental, the price of the rental already paid will be refunded after deduction of a cancellation penalty. The amount of said penalty will be equivalent to the full rental payment for reservations of up to two (2) days (inclusive), and to two (2) days' rental for reservations of more than two (2) days. We undertake to make every effort to fulfil your reservation and to upgrade your vehicle free of charge if the requested category is not available, failing which We will be obliged to pay You the above penalty as compensation. You will be notified of any cancellation charges applicable to the reservation before finally confirming said reservation. Cancellations may be made online on the SIXT website or by writing to the following address: [res-fr@sixt.com](mailto:res-fr@sixt.com). If You do not cancel and fail to take delivery of the rental vehicle at the prepaid rate on the agreed date and no later than sixty (60) minutes after the time stated at the time of reservation, the rental fee already paid will belong absolutely to Us in full, subject to a limit of seven (7) days' rental, unless You can prove that the failure to cancel was for a reason not attributable to You, in which case only the above-mentioned penalty will be applied. For Prepaid Rental Agreements in France where the rental vehicle is to be collected in another country, We will act exclusively as an agent of the member of the SIXT network based in that country.

## **ARTICLE 15 - PARKING FEES, TOLL CHARGES AND BREACHES OF TRAFFIC REGULATIONS**

### **Liability for payment**

You and any Authorised Driver agree to comply in all circumstances with traffic regulations and, more generally, with the regulations in force when driving and using the rental vehicle in your custody by virtue of these Conditions and the Rental Agreement.

You and any Authorised Driver declare that You/he/she hold(s) a valid driving licence for driving the vehicle.

You and any Authorised Driver are obliged to pay any fee, tax and amount due under the regulations relating to road tolls and parking charges for the rental vehicle.

You and any Authorised Driver will be personally liable for paying all fines and charges relating to the operation and use of the rental vehicle and for all criminal, administrative and pecuniary consequences that may result from breaches of any applicable regulations (in particular parking regulations) concerning the rental vehicle during the rental period, and this, until the keys of the rented vehicle are collected by the SIXT agency.

In the event that We are required to pay the fines and fees owed by You and any Authorised Driver under the preceding paragraph, You expressly authorise Us to



charge the amount corresponding to the fine or fee and, where applicable, any surcharge due to a failure by You to pay such fines or fees.

For each fine or fee payable by You and any Authorised Driver and received and processed by Us, You will be liable to Us for administrative charges, the amount of which is displayed in each agency and detailed in our pricing conditions.

By accepting the Rental Agreement, You authorise Us to debit the amounts corresponding to these fines, fees and administrative charges to your payment card, or, when this debit is not possible, You undertake to pay the corresponding invoice.

### **Appeals against parking charges**

According to the provisions of Article L.2333-87 of the General Local and Regional Authorities Code, You are aware that We are required to pay parking charges in Your place. In that case, You authorise Us to debit the amounts corresponding to these parking charges and administrative charges to your payment card, or, when this debit is not possible, You undertake to pay the corresponding invoice

We undertake to inform You of any parking charges notified in relation to the rental period, and will send a copy of the corresponding notice to allow You, if necessary, to file an administrative appeal against said parking charge.

If you intend to appeal the parking charge, We will provide You, at Your request, with the necessary information and documents for you appeal before the competent authorities.

You expressly acknowledge that your decision to appeal the charge does not preclude our right to collect the amount corresponding to the charge (plus any applicable surcharge) and administrative costs from You as soon as You have been notified of the charge.

### **Identification of the Customer and disclosure of their contact details in the event of infringement of traffic regulations**

The owner of the vehicle, the Rental Company, is legally obliged to pay any fine for breaches of traffic regulations, unless We provide the contact details of the Customer or any Authorised Driver responsible for the said breaches.

You are therefore informed that We must disclose this information to the police authorities in accordance with the provisions of Articles L.121-2, L.121-3 and L.121-6 of the traffic regulations.

We will disclose data relating to your identity or the identity of any Authorised Driver, including the following information: surname, first name, date and place of birth, address, and the number, date and issuing authority of the driving licence. We may also be required to send the police authorities a copy of the Rental Agreement or any other material confirming the rental of the vehicle to You or the Authorised Driver, or otherwise identifying You or the Authorised Driver.

You are hereby informed that, as regards the information that We may provide to the authorities, You must ensure that your contact details are up to date at the time of the establishment of the Rental Agreement and undertake to update said information if necessary.

## **ARTICLE 16 - ELECTRONIC INVOICING**

As a matter of principle, the invoices We issue will be emailed to You at the email address specified for that purpose by You. You therefore agree to no longer receive printed invoices. You also agree for Us to send electronic invoices raised in accordance with applicable regulations to the email address indicated for that purpose. You may at any time refuse the transmission of electronic invoices and request that these be sent in paper form.

You must take all the necessary steps to receive or - if agreed - download electronic invoices. You will be responsible for problems of any kind that prevent the receiving or downloading of invoices sent electronically. Invoices will be deemed to have been received once they have entered into your area of control. In the event that We only send a notification informing You that an electronic invoice is available for download, You will be deemed to have received said invoice as soon as You have downloaded it. You are obliged to regularly download the invoices made available.

You must notify Us immediately if an invoice cannot be received or downloaded. In this case, We will send You a copy of the invoice, marked as a copy. If problems preventing the transmission of electronic invoices cannot be resolved quickly, We are authorised to send the invoices in paper form until said problems have been resolved.

In the event that We provide You with access data, a username and/or a password, You must protect such data against any unauthorised access, and keep them confidential. You must **notify Us** immediately if You become aware of unauthorised access to this data.

## **ARTICLE 17 - COMPUTERISED PROCESSING OF PERSONAL DATA**

### **17.1 GENERAL PROVISIONS**

In our capacity as (joint) data controller, we collect personal data concerning our Customers as well as any Authorised Driver and third party involved in the reservation process.

This information is required in order to manage Rental Agreements, provide services and manage relations with our customers and business partners. We also retain this information for security purposes and to fulfil our statutory and regulatory obligations.

The data we collect are shared with all SIXT group companies to ensure service continuity.

In accordance with the *Loi Informatique et Libertés* (French Data Protection Act) and the GDPR, you have the following rights:

- a right of access (Article 15 GDPR), a right to rectification (Article 16 GDPR) and a right to ensure that your data are up to date and exhaustive,
- a right to have any of your personal data that are inaccurate, incomplete, ambiguous or out of date and any personal data the collection, use, communication or retention of which is prohibited locked or erased (Article 17 GDPR),
- a right to restriction of processing of your data (Article 18 GDPR),
- a right to object to the processing of your data (Article 21 GDPR),
- a right to portability of the data you have provided and that are processed automatically based on your consent or on a contract (Article 20 GDPR),
- a right to state what should become of your data after You die and to choose whether we should (or should not) forward your data to a third party designated by You. If You die without having given any instructions, We undertake to destroy your data unless We are required to retain them as evidence or to fulfil a statutory obligation.

You may exercise your rights by sending an e-mail to [dataprotection@sixt.com](mailto:dataprotection@sixt.com) or by writing to us at SIXT, DPO Sixt, 42 Avenue de Saxe, 75007 Paris, providing any form of proof of your identity. Should You have any questions concerning your personal data, You may also write at the following address: [dataprotection@sixt.com](mailto:dataprotection@sixt.com).

Further information on the data processing operations We perform is provided in our Privacy Policy, accessible at <https://www.sixt.fr/donnees-personnelles/#/>.

## **17.2 SPECIAL PROVISIONS**

### **• Doubtful customer register**

In the context of the services We provide, We may, under certain conditions, keep a register of doubtful customers, i.e. persons liable not to fulfil their contract, and refuse to rent a vehicle to them. In carrying out this processing, We undertake to strictly comply with the good practices imposed by the CNIL under Unique Authorisation 11 (Rental companies: monitoring doubtful customers).

### **• Protecting our vehicles**

To ensure the safety of our vehicles and Customers as well as compliance with these Conditions, We fit some of our vehicles with a GPS device designed to combat fraud (vehicle theft, use of vehicles to commit a crime, etc.).

Special sensors in certain “connected” vehicles fitted with a GPS device can also be used to check that vehicles are being used in accordance with the applicable rules and facilitate reports and investigations should a vehicle be damaged and/or involved in an accident.

Further information on the data processing operations we perform in order to protect our vehicles is provided in our Privacy Policy, accessible at <https://www.sixt.fr/donnees-personnelles/#/>.

- **Reserving and renting a vehicle via the SIXT application**

We offer our Customers a car sharing device whereby they can use their smartphone to lock, unlock and secure their vehicle.

In the context of car sharing, the vehicles made available to our Customers are also fitted with a GPS device which can be used for the purpose of ensuring that rental vehicles are ready and available at the designated location and time, in addition to the above purposes.

Further information on the reservations that can be made using the SIXT application is provided in our Privacy Policy, accessible at <https://www.sixt.fr/donnees-personnelles/#/>.

- **Damage, fines/penalties and driving offences**

We process data concerning fines and penalties imposed as a result of any breach by our Customers of traffic regulations or other applicable regulations.

Further information on how we handle damage and driving offences is provided in our Privacy Policy, accessible at <https://www.sixt.fr/donnees-personnelles/#/>.

- **Fraud prevention**

As part of the reservation process, We assess the risks associated with the user's device using Risk Ident's databases. This risk assessment of the likelihood of attempted fraud takes into account, among other things, the possibility that the device might be connected to various service providers, the possible frequent change in geographic reference of the device, the number of transactions effected via the device and the possible use of a proxy connection.

Further information on the data processing operations we perform in order to combat fraud is provided in our Privacy Policy, accessible at <https://www.sixt.fr/donnees-personnelles/#/>.

## **ARTICLE 18 - TERMINATION**

The Rental Agreement may be terminated by either party in the event that the other party breaches its obligations under said Rental Agreement or these Conditions, and in particular the provisions of Article 7 hereof. Notwithstanding such termination, the Parties reserve the option to claim compensation for losses suffered as a result of the breach of contractual provisions by the other party. The termination will be effective

eight days after the sending of a formal notification of the breach, if said breach has not been remedied in that time.

In the event of termination of the Rental Agreement, the vehicle must be returned to the address indicated by Us, at your own expense and risk, no later than the date indicated in the letter of termination.

In the event of non-return of the vehicle by that date, We will be entitled to take all necessary measures to secure its return. If the vehicle is not returned on the date and at the time indicated in the letter of termination, any Liability Limitations and Optional Insurance taken out at the start of the rental will cease to apply. With regard to the continuous use of the vehicle, and until its actual return, You and any Authorised Driver will be jointly and severally liable towards Us for the payment of a usage fee, the amount of which shall be equal to our daily rental rate for private customers, as displayed in our agencies, except in the case where the failure to return is not your fault or the fault of the Authorised Driver.

## **ARTICLE 19 - JURISDICTION**

If You have entered into the Rental Agreement in the capacity of a business person, any dispute arising from the said Rental Agreement will be referred to the exclusive jurisdiction of the Paris Commercial Court.

## **ARTICLE 20 - CONSUMER MEDIATION**

In the event of a complaint, You must first contact our Customer Service Department at: [service.clientele@sixt.com](mailto:service.clientele@sixt.com).

As a second recourse, You may refer to the Mediator of the National Council of Automotive Professions (CNPA):

- by email, using a referral form downloadable from the mediator's website, to: M. le Médiateur du Conseil national des professions de l'automobile (CNPA), Cedex43 Bis route de Vaugirard – 92190 MEUDON ; [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr);
- on the website [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr).

In any event, You reserve the right to refer to the competent court in case the procedure for amicable settlement of the dispute fails.

## **Schedule 1 - Journeys abroad and territorial restrictions**

The choice of a category or make of a vehicle may restrict entry into certain countries. For a description of these restrictions, countries are divided into three zones.

Zone 1: Germany, Andorra, Austria, Belgium, Denmark, Spain, Finland, France, Gibraltar, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Netherlands, Portugal, San Marino, Sweden, Switzerland and The Vatican.

Zone 2: Croatia, Estonia, Greece, Hungary, Latvia, Lithuania, Poland, Czech Republic, Slovakia and Slovenia.

Zone 3: All countries that are not in zone 1 or 2.

The makes of Audi, BMW, Mercedes-Benz, Aston Martin, Jaguar, Porsche, Maserati, Range Rover and Volkswagen cars, as well as all Jeeps/off-road vehicles are only allowed to enter into zone 1 countries.

Trucks, minivans and minibuses may only drive in zones 1 and 2.

Entry into Zone 3 countries is in principle prohibited.

## SIXT General Terms and Conditions applying to electric bikes rentals

These General Terms and Conditions of Rental apply to any booking and rental of an electric bicycle, on behalf of companies and/or individuals, on the [www.sixt.fr](http://www.sixt.fr) website or the Sixt mobile phone application or directly in branch, with all branches of the SIXT vehicle rental network offering an electric bicycle rental service.

They are deemed to be read, accepted, applicable and enforceable against the Hirer upon signing the contract, who undertakes to comply with them throughout the term of the rental contract.

SIXT reserves the right to adapt or modify them at any time.

### **1 - DEFINITIONS:**

**Hirer or Customer:** Natural or legal person in whose name the rental contract is drawn up. If the Hirer is a natural person, they shall also be the main cyclist and recipient of invoices relating to said contract. If the Hirer is a legal entity, the designated main cyclist is the signatory of the rental agreement.

**The Rental Company:** SIXT SAS, a French société par actions simplifiée (simplified joint stock company) with share capital of €6,125,919.84, having its registered office at Avrigny (60190), Route de Picardie, registered with the Beauvais Trade and Companies Register under number 411 207 012.

**Rental Contract (hereinafter the Contract):** The contractual rules applicable in the relations between the Hirer and the Rental Company. It includes these General Terms and Conditions, the signed Rental Contract, the bike condition report (collection and return).

**The Bike:** the Rental Company offers Angell-branded electronic assisted bikes (EAB) for hire.

### **2 - BIKE RENTAL CONDITIONS**

Any Customer renting a Bicycle must be an adult (>18 years old) and hold a valid civil liability insurance policy, duly paid up.

When taking out the Rental Contract, the Customer must present a valid identity document and a valid bank card in their own name.

Any Customer renting an electric bike acknowledges that they are in a fit state to cycle and have no medical contraindications. The Rental Company shall not be held liable for any damage caused in the event that the Customer is unfit.

## **Non-professional use**

The Customer may use the bicycle to commute.

The Customer shall refrain from any use, even occasional, for the purpose of transporting goods or persons on behalf of others or on their own behalf (freelance-self-employed for example).

## **Rental period**

The maximum term of the Rental Contract is set at thirty (30) days. At the end of this period, the Contract may be renewed at the request of the Hirer. Before any renewal, the Hirer must present themselves with the Bike at the branch in order to enter into a new Rental Contract.

## **3 – COLLECTION OF THE BIKE**

The bike shall be collected at the SIXT branch located at 15 Boulevard de Sébastopol, 75001 Paris.

The Customer must go to the rental branch on the agreed date and time and present their identity document and bank card.

The Sixt employee at the rental branch shall:

- show the Customer how to operate the bike and the necessary procedures in the event of a breakdown, accident or theft, as well as the obligations regarding the use and servicing thereof.
- present the safety and correct operating instructions to the Customer.
- take photos of the bike indicating its cleanliness and good condition, and may add any eventual customer comments.
- handover the bike and any accessories to the customer.
- provide the customer with a copy of their Rental Contract.

## **4 – CONDITIONS OF USE**

The Customer undertakes to drive the Bike carefully and in compliance with the Highway Code, to use it reasonably and according to the use provided for in these General Terms and Conditions.

The Bike and the leased accessories shall remain the sole and exclusive property of the Rental Company and are deemed to be in good working order and compliant with the regulations in force at the time they are made available.

The Customer undertakes to use the Bike carefully, in accordance with the instructions for use provided when the Bike was handed over.



The Customer must make reasonable use of the bike, on practicable routes, which excludes any use under conditions that may damage the Bike, or endanger the user or third parties.

The Customer shall make sure to wear visible clothing during night-time use. In this respect, it is recalled that it is mandatory for any cyclist travelling outside urban areas at night, or when visibility is low, to wear a certified reflective jacket.

Any loan or sublease of the Bike to another person is prohibited.

The Customer undertakes not to modify or add to the rented Bike any equipment other than that which appears in the Bike handover description or which may alter its operation.

### **Secure parking**

When stationary, the Customer must secure the Bike by fastening it with the anti-theft padlock and taking the removable battery with them.

### **Battery usage**

When parked, the bike's battery must be removed, including when parked at home or at work.

The Customer must ensure compliance with the battery charge cycles: They must avoid recharging the battery before it falls below the 20% threshold, avoid brief recharges and ensure that the battery does not become deeply discharged (< 5% range).

### **Mechanical interventions**

The Customer undertakes not to disassemble the Bike or make any repairs.

The Customer is only authorised to carry out common interventions on the Bike, such as inflating the tyres, adjusting the seat and charging the battery.

## **5 – OBLIGATIONS OF THE HIRER IN THE EVENT OF AN ACCIDENT OR THEFT OF THE BIKE**

The Customer has the possession of and is responsible for the Bike and any accessories hired as soon as they are made available and until they are returned at the end of the Contract, including in the event of late return of the Bike.

The Customer shall bear any liability arising from the use of the Bike hired, in particular with regard to accidents and damage of any kind (material, immaterial, personal injury) caused to third parties, to themselves and to any goods transported. It is their responsibility to obtain information from their civil liability insurer regarding the conditions of compensation in the event of accident or damage to third parties, themselves and any goods transported.

In the event of accident or theft, the Hirer undertakes to notify the Rental Company as soon as possible and no later than 48 hours.

The Hirer also undertakes:

a) In the event of an accident, to send the Rental Company a duly and legibly completed accident report or, failing that, a handwritten declaration containing all useful details regarding the circumstances of the damage, such as the contact details of the person riding the Bike, those of the third party involved and their insurer as well as the details of any witnesses, the damage suffered by the Bike and accessories.

b) In the event of theft of the Bike or vandalism, the Hirer is required to report the theft or vandalism to the Rental Company as soon as the damage or disappearance is discovered and within 48 hours.

## **6 – INSURANCE AND GUARANTEES**

For each Rental Contract, a Theft-Breakage-Assistance cover is included in the contract for the duration of the rental.

### **1.1- Obligations of the Hirer in the event of accident or theft of the equipment**

The Hirer undertakes to notify the Rental Company in all cases, as soon as possible and within 48 hours.

The Hirer also undertakes:

a) In the event of an accident, to send the Rental Company the original copy of the duly and legibly completed accident report or, failing that, a handwritten declaration containing all useful details regarding the circumstances of the damage, such as, where applicable, the contact details of the third party and their insurer as well as those of any witnesses, and details of the damage suffered by the Bike and accessories.

b) In the event of theft of the Bike or vandalism, the Hirer shall report the theft or vandalism as soon as the damage or disappearance is discovered to the Rental Company in order to enable it to file a complaint.

Unless the impossibility to submit the declaration within the aforementioned deadlines is warranted, late declaration shall give rise to a refusal of compensation.

### **1.2- Exclusions**

Theft-Breakage-Assistance cover does not apply in the following cases :

- Theft without forced entry or assault,
- Damage resulting from use that does not comply with the conditions of use of the Bike,
- Damage resulting from a state of alcoholism, drunkenness, use of drugs, medication that is not medically prescribed.

## **7 – RETURN OF THE BIKE**

The bicycle must be returned on the day, time, and place specified in the Rental Contract.

The Customer must return:

- a clean Bike in good working order
- all accessories supplied upon handover of the Bike
- battery and battery charger
- any accessories hired.

The Sixt employee shall:

- Inspect the Bike, its main components and accessories, and take photos of the Bike.
- Add any comments on the condition of the returned Bike and the Customer's comments to the inspection report.
- Give a copy of the inspection report to the Customer or send it by email.

In the event of non-return on the date and at [sic], the customer will be liable for payment of a penalty for late return under the conditions specified below.

### **Penalties for late return**

Any return after the rental end date will be subject to a penalty of ten (10) euros per working day of delay, from the day after the date on which the bike should have been returned.

After ten (10) days of delay, the bike will be considered to be lost or stolen by the Customer.

The Customer shall then be liable to the Rental Company for the amount of the value of the bicycle and late return penalties. The Rental Company may proceed with recovery from the user by any legal means.

## **ARTICLE 11: PERSONAL DATA**

The Hirer's personal data is processed by the Car Hire Company for the execution of the Electric Bike Rental Contract.

To find out more, the Customer is invited to consult the Rental Company's Privacy Policy by clicking on the following link: <https://www.sixt.fr/plusieurs-informations/donnees-personnelles>.

In its capacity as data controller for the data it collects from Hirers and processes as part of the Bicycle rental service, the Rental Company undertakes to comply with the obligations regarding the regulations relating to the protection of personal data in force incumbent upon it.

The information collected is necessary for the management of the Rental Contract, the provision of services, the management of customer relations and commercial

relations. They are also kept for security purposes, or in order to comply with the legal and regulatory obligations incumbent on the Rental Company.

The data collected is shared with all SIXT group companies in order to ensure continuity of services.

In accordance with the French Data Protection Act and the GDPR, the Hirer has the following rights:

- right of access (Article 15 GDPR), rectification (Article 16 GDPR), updating and completeness of your data,
- right to block or erase personal data (Article 17 GDPR), when they are inaccurate, incomplete, ambiguous, obsolete, or whose collection, use, communication or retention is prohibited,
- right to restrict data processing (Article 18 GDPR),
- right to object to data processing (Article 21 GDPR),
- right to portability of the data provided, when the data are subject to automated processing based on consent or on a contract (Article 20 GDPR),

These rights may be exercised via email at [dataprotection@sixt.com](mailto:dataprotection@sixt.com).

### **Specific provisions: Geolocation of the Bikes**

In order to guarantee the safety of the Bicycles and the Customer and to ensure proper compliance with these General Terms and Conditions of Rental, the Bicycles are equipped with geolocation devices enabling a continuous and reliable communication of the Bike's location, as part of measures to combat fraud (theft, vandalism, etc.).