



# **General Terms and Conditions of Rental for SIXT+**

of

Sixt BV  
Kruisweg 791  
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(hereinafter referred to as "Sixt")

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These General Terms and Conditions of Rental for SIXT+ (“SIXT+ GTC”) govern the rights and obligations inherent in all contractual relationships within which Sixt B.V. (hereinafter referred to as “Sixt”) provides vehicles to consumers or companies (hereinafter jointly referred to as “renter”) within the scope of the “SIXT+” product for temporary use along with all associated services (“SIXT+ Services”).

### A: Scope of validity

1. Material scope: the SIXT+ GTC and in addition to the General Terms and Conditions of Rental for Sixt B.V. (“GTC”) apply to the SIXT+ Services, as in place at the time of the vehicle being handed over to the renter. The Sixt+ GTC and the GTC are on display in the rental branches and can be viewed at [www.sixt.NL](http://www.sixt.NL). Should any contradictions or ambiguities arise between these SIXT+ GTC and the GTC, these SIXT+ GTC shall take precedence over the GTC.

To the extent that the renter is a company, any other general terms and conditions of said renter do not apply, even in cases, for instance, where Sixt does not expressly rule out the validity thereof or where Sixt provides the services without reservation whilst being aware of the renter’s general terms and conditions.

2. Updates: Sixt may update these SIXT+ GTC from time to time and make further changes to the Sixt Services offered at its discretion. The contract with the renter is subject to the SIXT+ GTC and the GTC for Sixt applicable at the time the vehicle rental begins by handing over the vehicle to the renter. Sixt may make changes to the SIXT+ GTC and/or the SIXT+ Services to be rendered under the contract with the renter during the term of the contract to the extent that such changes do not put the renter at an inappropriate disadvantage. As such, SIXT shall only make changes during the term of the rental agreement (i) that are required for legal, regulatory or security reasons or (ii) to further develop or optimise existing SIXT+ Services or (iii) to take due account of technological advances and to make technical adaptations or (iv) to safeguard the operability of Sixt vehicles, provided that such changes under (ii) to (iv) do not result in the services agreed under the contract being materially reduced. As far as is reasonable, Sixt shall inform the renter in advance about the planned changes and of their right to reject these changes during the current rental relationship in an appropriate way and within a reasonable period of time (e.g. by email or by means of an in-app notification). In the notification of changes Sixt shall also provide information about where the renter must send their rejection and what consequences will result if the renter

does not reject said changes. The changes are deemed accepted by the renter if they do not reject them within 30 days.

## **B: Vehicle use and Sixt services**

1. Subject matter of the contract: When entering into a contract for SIXT+ Services, the renter may hire a vehicle at participating SIXT branches in selected towns and cities in The Netherlands under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches in The Netherlands. The applicable conditions together with a current list of participating towns and cities can be viewed in the Sixt app.
2. Vehicle: The renter rents a vehicle from the selected category for the duration of the contract. The renter is not guaranteed to receive a particular model and has no right to a specific vehicle.
3. Swapping vehicles during the rental term: As Sixt is a premium provider, it only holds vehicles, including vehicles subject to these GTC, for a certain period of time and until a certain mileage is reached. Therefore, Sixt is entitled, during the term of the contract, to swap the vehicle provided to the renter if the vehicle has been held by the company for a certain period of time or has reached a certain mileage. Depending on this holding period or the mileage, it may be necessary to swap a vehicle provided to a renter with another vehicle of equal value, i.e. belonging to the category agreed in the contract, during the term of the contract. The renter shall be informed in good time about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt branch as well as to comply with any other measures required of them for the vehicle swap.

If Sixt initiates a vehicle swap during the term of the contract because the mileage limit or holding period of the vehicle that is provided to the renter has been reached, this is not considered a vehicle return as defined under Section E: item 2 and thus not as a termination of the contractual relationship.

If the renter fails to return the vehicle or fails to return the vehicle on time at the specified date, a service fee shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information under <https://www.sixt.nl/pages/huurinformatie/>. The service fee is not charged if the

renter demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

If the renter wishes to change to another vehicle category or to another vehicle model of the same vehicle category during the term of the contract, he can submit a request to Sixt once per billing period ("desired exchange"). Sixt will check the request accordingly and, if necessary, make the renter an appropriate offer for a vehicle exchange. Sixt reserves the right to reject the renter's request without giving reasons. If the vehicle exchange results in a price difference between the vehicle category previously driven and the new vehicle category, price surcharges will always be calculated for the current billing period and all subsequent periods. Should a price reduction result from the vehicle exchange, the reduced price will only apply from the next billing period (in 30 days at the latest). For this desired exchange, a processing fee will be charged in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information under <https://www.sixt.nl/pages/huurinformatie/> regardless of whether it is the same or a higher/lower vehicle category.

4. Reporting the number of kilometres driven (mileage): In order to monitor the safety of the vehicle and the contractually agreed number of kilometres that can be driven, the renter is obliged to inform Sixt of the current mileage of the rental vehicle once every 30-day billing period for the duration of the contract. The renter receives a request from Sixt to report the mileage (e.g. via email or an in-app notification). Said report must be provided by the renter no later than on the last day of the billing period in which the notification was sent. For vehicles equipped with telematics hardware, SIXT can also record the mileage automatically. If the renter exceeds the contractually agreed mileage for a 30-day billing period, the renter shall be charged for the additional kilometres driven in accordance with the agreed tariff. Any mileage included in the rental fee but not consumed during a billing period is credited to the renter and may be used in a subsequent billing period.

If a renter fails to submit the mileage driven to Sixt in contravention of the aforementioned provision, Sixt may charge an additional service fee to the renter

in accordance with the applicable table of fees (available at <https://www.sixt.nl/pages/huurinformatie/>) for contacting the renter and for recording the kilometres driven retrospectively in the course of the next respective billing period. The service fee is not charged if the renter demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees.

5. Additional driver: In general, the vehicle may only be driven by the renter. However, the renter has the option to add one or more additional drivers for a fee. If the vehicle is also driven by persons other than the renter, a fee will be charged for each additional driver per billing period. The fee will be communicated to the renter in advance as part of the booking of an additional driver.

The prerequisite for the registration of an additional driver is the presentation of the original driver's license of the respective additional driver. The presentation of the original driver's license can be made at any time physically at a Sixt station or digitally via the Sixt app. In order to add an additional driver via the Sixt app, the additional driver must be registered and activated for the digital rental in the Sixt app. In the Sixt app, the additional driver will be asked to provide proof of a current driver's license during registration and at regular intervals thereafter. The supplementary provisions for the use of the Sixt App apply in accordance with the General Rental Terms and Conditions (GTC) of Sixt.

From the time of entry, the added additional drivers will be shown as additional drivers in each billing period and charged to the renter until the entry is removed by the renter via the app or the supervising station. Upon removal of an additional driver, the renter will be charged in full for the applicable additional driver until the end of the billing period in effect at the time of removal.

### **C: Entering into an online contract, no right of withdrawal**

1. Entering into a contract: The product range presented in the app does not constitute a binding offer by Sixt, but instead is intended to motivate the renter to submit a binding offer. During the ordering process, the renter may sign in using existing login credentials (email address) or to register for the first time and to provide the information required for a contract. By completing the information required for the user account and submitting the order by clicking on the order

button “Order and Pay”, the renter submits a binding offer to Sixt to enter into a contract. The contract between Sixt and the renter takes effect by confirmation being sent (e.g. by email), generally shortly after the renter submits their binding offer. In this confirmation, Sixt confirms receipt of the renter’s order (confirmation of receipt) and that the contract has been effected. The contract is made in The Netherlands.

2. Exclusion of the right of withdrawal: The renter has no right of withdrawal, i.e. it is not possible for the renter to revoke their declaration of intent to enter into the contract for SIXT+ Services.

#### **D: Picking up the vehicle, fuel regulations**

Picking up the vehicle: When confirming the contract, Sixt informs the renter of the exact place, date and time where and when the renter can pick up the vehicle. A change or rebooking of the handover location or date confirmed by Sixt is only possible upon availability and after prior confirmation by Sixt, at least 5 days before pick-up. If the renter fails to pick up the vehicle on the confirmed pick-up date, the contract entered into with Sixt by the renter remains unaffected and is not terminated. The renter has a period of 29 days following the originally confirmed pick-up date to take possession of the vehicle at the Sixt branch in question. Should the renter fail to pick up the vehicle during this period of time, the SIXT+ contract shall automatically terminate at the end of the first 30-day billing period, without the need for a separate notice of termination.

When taking possession of the vehicle, the renter is required to present the payment method used when making the online booking. The payment method must be issued in the name of the SIXT+ contracting party. If the renter is unable to present the corresponding payment method when picking up the vehicle, and if it is not possible to agree on an alternative payment method at this time, Sixt may refuse to hand over the vehicle. In such an event, the renter shall be given the opportunity to present a valid payment method within a period of 29 days. If the renter fails to present a valid payment method within the aforementioned period of time, Sixt shall be entitled to withdraw from the contract. In such cases, the renter shall be unable to assert any claims for non-performance or for reimbursement of rental fees paid in advance and for the one-off fees.

## E: Term of the contract, termination, billing period, fees and payment terms

1. Term of the contract: The contract runs (depending on the selected contract model at time of booking) either (i) for an indefinite period of time or (ii) for the contractually agreed minimum term and begins with the date of vehicle handover as bindingly communicated by SIXT to the renter. After the expiry of an agreed minimum term, the contract term is automatically extended for an indefinite period of time at the price for this model agreed upon conclusion of the contract as long as the contract is not terminated by one party in accordance with the provisions of these SIXT+ GTC.
2. Contract pause: The renter can pause the contract at anytime for a period of at least 14 days up to a maximum of 90 days ("contract pause").
  - Announcement and start of the contract pause: A contract pause must be announced to SIXT in advance via the corresponding buttons in the SIXT app. The prerequisite for the contract pause is the specification of a binding date for the start and end of the contract pause in the SIXT app as well as the return of the vehicle rented by the renter. After valid announcement of the contract pause, the renter must return the vehicle to a Sixt station in The Netherlands no later than the start of the announced contract pause. If the renter returns the vehicle on time, the contract pause begins as announced in the SIXT app. Periods in which the contract is paused do not reduce the contractually agreed minimum term, but extend it accordingly by the duration of the contract pause.

It is hereby clarified that an early return of the vehicle before the start of the contract pause does not lead to a premature contract pause and SIXT is entitled to charge the renter for the rental until the start of the contract pause.

If a contract pause is announced via the SIXT application, but the rented vehicle is not returned by the renter prior to the start of the announced contract pause, the option for a contract pause announced by the renter expires and the SIXT+ contract continues automatically.

- Resumption of the contract after the contract pause: After the expiration of the agreed contract pause, the renter will pick up a vehicle of the agreed vehicle group at his supervising SIXT station (station of initial pickup of a SIXT+ vehicle at the beginning of the SIXT+ contract) on the agreed continuation date. By picking up the vehicle, the SIXT+ contract is continued

at the conditions and prices agreed upon before the beginning of the contract pause and is extended by another 30-day billing period. If the vehicle is not collected from the SIXT station in due time on the announced continuation date, the SIXT+ contract ends automatically at the end of the agreed continuation date, provided that the contractually agreed minimum term has expired. In the event that the contractually agreed minimum term has not yet expired on the agreed continuation date, the SIXT+ contract shall only end upon expiry of the agreed minimum term.

- Fees during the contract pause: During the contract pause, the primary obligations of the parties from the SIXT+ contract are suspended, i.e. Sixt is not obligated to provide the renter with a vehicle of his booked vehicle group during the contract pause and the renter is not obligated to make rental payments to SIXT during the contract pause.

Exception: if the contract pause does not start at the beginning of a billing period but within an already ongoing billing period, the unused days in this billing period due to the contract pause will only be refunded if the renter picks up the vehicle as announced on the agreed continuation date. If the renter does not pick up the vehicle on the agreed continuation date, there is no entitlement to a refund for the unused rental days in this billing period. The refund only covers the basic rental price and the costs for the respective mileage package. Any additional services and extras booked (e.g. protection options/reduction of deductible, mobility service, foreign travel, additional driver) are not included, i.e., these will not be refunded to the renter.

### 3. Termination by the renter, end of contract:

3.1 General: The renter is entitled to terminate the contractual relationship by returning the vehicle to a SIXT branch. Returning the vehicle to a SIXT station is deemed to be an ordinary declaration of cancellation. If the vehicle is returned after the agreed minimum term has expired or if no minimum term has been agreed, the SIXT+ contract ends with effect from the end of the 30-day billing period running on the respective return date. The provisions of Section E: Clause 7 (Vehicle return) apply to the return of the vehicle.

3.2 The renter is a consumer (Artikel I.1, 2° CDE): If the vehicle is returned during an ongoing contractually agreed minimum term, the SIXT+ contract ends with

effect from the end of the agreed minimum term. It is clarified that returning the vehicle before the end of an agreed minimum term or before the end of the 30-day billing period running at the time of return does not lead to premature termination of the contract and SIXT is entitled to charge the renter for the rental up to the agreed end of the contract.

3.3 The renter rents for business purposes (Artikel I.1, 1° CDE): If the renter is or acts on behalf of a company and culpably returns the vehicle before the end of the agreed minimum term of 6 or 12 months, the SIXT+ contract shall end with effect from the end of the 30-day billing period running on the respective return date and a contractual penalty of 50% of the rental sum still outstanding for the remaining term, i.e. until the end of the contractually agreed minimum term, shall become due.

4. Termination by Sixt: Sixt is entitled to terminate the contract subject to a notice period of 14 days with effect from the end of the 30-day billing period in which the notice of termination is received. Termination by Sixt must be sent in text form at the very least (email suffices). However, termination of the contract by Sixt is not permitted before the expiry of an agreed minimum term and may otherwise take place at the earliest after the expiry of 3 months after the start of the contract.
5. Sign-up fee: A one-off sign-up fee is charged when the contract is signed in accordance with the applicable conditions outlined in the booking process at the time of entering into the contract, and is payable together with the contractually agreed rental fee for the first billing period regardless of the respective term. The renter is not entitled to a refund of the sign-up fee, except in cases specified by law.
6. Renter tariff and due date: The contractually agreed rental fee, together with any optional extras used, must be settled in full. The contractually agreed rental fee is normally charged in advance for the upcoming period of 30 days, while the sign-up fee is due when the first rental fee is billed. The rental fee for the first 30 days (minimum term) is payable promptly after receiving confirmation of the online booking. Sixt is not required to pay interest on advance payments received. All prices are inclusive of statutory VAT.

7. Accepted payment method: The renter must provide a valid payment method during the online ordering process in order to pay the contractually agreed rental price as well as the sign-up fee. The renter authorises Sixt to debit the contractually agreed fee (rental fee, one-time fees, additional fees etc.) from the specified payment method. The renter remains responsible for all outstanding amounts. If a payment cannot be successfully processed because the payment method provided has expired, does not have sufficient credit or the payment fails for any other reason, and the contract has not been duly terminated, the renter shall receive a notification (e.g. email or in-app push message) from Sixt with the request to deposit a valid payment method. The renter then has 24 hours following receipt of the aforementioned notification to file a valid payment method in the Sixt app, from which the contractually agreed payments can be debited or collected. If the renter fails to comply with this obligation within the aforementioned period, Sixt is entitled to demand the immediate return of the vehicle from the renter and to block access to the offered service until a valid payment method has been successfully debited.

The renter can update their payment method in the Sixt App at any time. Following each update, the renter authorises Sixt to continue charging the payment method in question.

8. Security (deposit): The customer is obliged to pay a deposit in addition to the rental price when taking over the vehicle as security for the fulfilment of his obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and can be found in the rental information at <https://www.sixt.nl/huurinformatie/#/>. The vehicle group of a vehicle can be determined at any time online under <https://www.sixt.nl/voertuigoverzicht/> or requested by telephone or in each Sixt station. Sixt is not obliged to invest the deposit separately from its assets. No interest is paid on the deposit. Sixt may assert the claim to the provision of security even a long time after the beginning of the rental relationship.
9. Vehicle return: Notwithstanding the option of terminating the contract at any time by returning the vehicle to any Sixt branch, the renter must use the Sixt app to arrange an appointment to return the vehicle at least seven days before the end of the current billing period and agree on a binding return date to a Sixt branch.

An additional service fee according to the table of fees is payable if

- (i) the renter does not arrange a return date and brings back the vehicle to a Sixt branch without prior notice or
- (ii) the renter arranges a return date but fails to keep it or
- (iii) the renter arranges an appointment to return the vehicle, but then returns the vehicle to a different Sixt branch to the one indicated in the appointment.

The aforementioned service fee is not charged if the renter demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

10. Termination for cause: The right of both parties to terminate the contract for cause remains unaffected.

Sixt is entitled to terminate the contract for cause particularly in the following cases:

- The payment method provided by the renter is not covered
- The renter violates applicable laws and regulations
- The renter drives without a driving licence or attempts to enter a country belonging to a zone for which cross-border journeys for the rental category are prohibited
- The renter uses the Sixt vehicle in a way that contravenes the contractually agreed and permitted use
- The renter puts the value of the Sixt vehicle at risk by neglecting the duties of care incumbent upon them
- The renter gives the vehicle to an unauthorised third party, i.e. to an individual who has not been authorised by Sixt to drive the vehicle
- The renter does not hand the Sixt vehicle over to Sixt at the latter's instruction
- The renter seriously or repeatedly violates these SIXT+ GTC or the General Terms and Conditions of Rental (GTC) and fails to remedy the violation promptly despite being warned by Sixt.

## F: Booking optional extras

1. Optional extras when booking online: If the renter books optional extras when entering into the contract online or when picking up the vehicle at the Sixt branch, which are not included in the rental price (e.g. satellite navigation, child seat, etc.), these optional extras shall be billed in the subsequent 30-day billing period. If an optional extra is only booked when the vehicle is picked up at the branch, the respective fee shall be authorised on the corresponding payment method until the next bill is due.
2. Optional extras during the term of the contract: The renter is able to view the optional extras (e.g. booked mileage packages) booked via their user account in the SIXT App at any time during the term of the contract and to adjust them for future billing periods. The availabilities and tariffs displayed in the SIXT app apply here. Optional extras booked subsequently are billed with the next invoice and charged until they are cancelled by the renter. Optional extras can always only be booked for a full 30-day billing period.

## G: Final provisions

1. Applicable law: The laws of the Dutch apply whereby the provisions of the United Nations Convention on the International Sale of Goods are expressly excluded. If the Renter is a consumer residing in the European Union, the law of the country in which the Renter is domiciled may also apply insofar as this relates to compelling legal regulations.
2. Severability clause: Should any of the above terms and conditions be or become invalid or void in whole or in part, the validity of the remaining provisions shall remain unaffected.
3. Contractual language: The language of the contract is Dutch or French. As far as Sixt provides the renter with a version in another language of these Sixt+ GTC upon the conclusion of the contract, such version shall constitute only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the Dutch and versions in other languages of these Sixt+ GTC, the Dutch version of these Sixt+ GTC shall prevail.