

# General Terms and Conditions of Rental (Terms and Conditions)

of  
Sixt GmbH & Co. Autovermietung KG  
Zugspitzstraße 1  
DE 82049 Pullach  
(hereinafter referred to as "Sixt")

### A: A: Condition of the vehicle, repairs, fuel

1. Any known damage is recorded in the rental agreement on handover of the vehicle. The renter shall carefully check the vehicle for further damage before starting the journey and report this to Sixt immediately.
2. The renter undertakes to treat the vehicle with due care and in a professional manner, to observe all regulations and technical rules relevant to its use (for example, not to drive the vehicle if the level of engine oil or cooling water is too low) and to regularly check whether the vehicle is in a roadworthy condition, as well as to lock the vehicle properly. Sixt's vehicles are non-smoking vehicles.
3. If, during the term of the rental period, it becomes necessary to repair the odometer (kilometer counter) or to carry out a repair to ensure that the vehicle is operational or roadworthy or a compulsory vehicle service becomes necessary, the renter may have this work carried out by an authorized repair workshop up to an estimated repair cost of EUR 100 net.
4. Vehicles with internal combustion engines (including hybrid vehicles) are handed over to the renter with a full tank of fuel. Therefore, at the end of the rental the renter must return the vehicle with a full tank of fuel. If the vehicle is not returned fully tanked, Sixt will charge the renter the fees for filling the vehicle and the fuel costs in accordance with the rates applicable at the time of rental, unless the renter proves that no or significantly lower costs were incurred for filling the tank.
5. In the case of vehicles that are operated solely on electricity, the respective state of charge is documented in the rental contract upon handover. At the end of the rental, the renter must return the vehicle as agreed in accordance with the rental information applicable from time to time (accessible at <https://www.sixt.de/mietinformationen/#/>). If the vehicle is returned with a lower state of charge, Sixt reserves the right to charge the renter a handling fee in accordance with the rental information applicable from time to time (accessible at <https://www.sixt.de/mietinformationen/#/>) for charging the vehicle.
6. The renter shall strictly comply with the manuals for the electric or hybrid vehicle to be charged and for any equipment or accessory used (e.g. charging cable), as well as with any instructions concerning the use of the charging stations that are displayed at the charging station). It is strictly prohibited to use charging cables or other equipment or accessories that (i) have not been certified in accordance with applicable laws and regulations (e.g. CE certification), (ii) are not approved for the respective vehicle or the charging station according to the instructions displayed there or (iii) are damaged. Any claims that are made against us by the operator of the charging station due to improper use or damage to the charging station will be passed on to the renter accordingly.
7. A public parking space must be made available as soon as the charging process is complete or the maximum permitted parking time has been reached. Costs incurred by Sixt due to exceeding the maximum charging and/or parking time, as well as any costs incurred by Sixt for fines or for using towing services, for example due to illegal parking, will be passed on to the renter.
8. For rentals of more than 27 days, the renter shall bear the cost of procuring refilling fluids (especially, engine oil, AdBlue®, wiper fluid and windscreen antifreeze) up to an amount of 8% of the respective monthly (net) rent if it becomes necessary to fill up these fluids during the rental.
9. For rentals lasting less than 28 days, Sixt will handle the AdBlue® refuelling for a service fee based on the number of kilometres driven.
10. When renting vehicles with an AdBlue® tank, the renter must ensure that the AdBlue® tank is always sufficiently filled. The renter and their vicarious agents shall be fully liable for breaches of the above obligation committed during the rental period; the renter shall indemnify Sixt against all claims, in particular against any penalty and warning fines, asserted by public authorities or other third parties against Sixt for failure to fill the AdBlue® tank.

### B: Reservations, reservations made at prepaid rates

1. Domestic and international reservations are binding only for price groups, not for vehicle types. If the renter has not collected the vehicle by no later than one hour after the agreed time there will no longer be a binding reservation.
2. There is no right of revocation for reservations made exclusively by means of telecommunication (e.g. via a homepage, app, email, telephone, etc.) or outside of business premises.
3. Up to one hour before the pick-up time stated in the reservation document, the reservation may be changed subject to an additional booking modification fee in accordance with the current rental information (available at <https://www.sixt.de/mietinformationen/#/>) plus any difference between the originally selected tariff and the changed tariff. A change from a prepaid rate to a non-prepaid rate is not possible. Furthermore, the pick-up and/or return location cannot be changed to locations outside the country of pick-up and/or return stated in the reservation. Any prepayment already made towards the rental will not be refunded; nor shall any difference amount be refunded when changing a reservation. The customer can also cancel a reservation before the pick-up time stated in the reservation document. In the event of a culpable cancellation of a prepaid reservation, the renter is obliged to pay lump-sum compensation for damages in accordance with the rental information applicable at the time (available at <https://www.sixt.de/mietinformationen/#/>), unless the renter proves that Sixt incurred no or significantly lower expenses and/or damage. Cancellations can be made online ([www.sixt.com/mysixt](http://www.sixt.com/mysixt)) or in writing and must be addressed to: Sixt GmbH & Co. Autovermietung KG, Trelleborger Strasse 9, DE 18107 Rostock, Germany, Fax: +49 381 80705567, e-mail [reservierung@sixt.de](mailto:reservierung@sixt.de).
4. For reservations made at prepaid rates, it is not possible to apply vouchers or any other credits during or after the reservation unless the conditions shown on the voucher explicitly permit the redemption of the voucher value in reservations made at prepaid rates and if the voucher value is immediately applied during the reservation.
5. When using PayPal as a means of payment for a prepaid booking, the customer will be redirected to the website of PayPal S.à r.l. et Cie, S.C.A., a company in the form of a partnership limited by shares (société en commandite par actions), with its registered office at 22-24 Boulevard Royal, L-2449, Luxembourg and with registration number B118349 ("PayPal"). On the PayPal website, the customer

can log in with their PayPal access data and make the payment. The use of PayPal and the PayPal website is subject to the applicable PayPal terms and conditions. After making the payment, the customer is redirected back to the Sixt website and can confirm the reservation. If the reservation is made via the Sixt app, payment is made directly on the PayPal website or app, without further confirmation in the Sixt app. A credit or debit card must be presented at pick-up to secure the rental. If no credit or debit card is presented at pick-up, the reservation will be canceled. The renter must be a PayPal account holder. If the customer opens a PayPal buyer protection case ("dispute") before the pick-up time specified in the reservation, the reservation will be canceled and the amount will be credited to the customer's PayPal account. In such cases, Sixt reserves the right to charge a lump-sum compensation in accordance with the provisions of the current rental information (available at <https://www.sixt.de/mietinformationen/#/>) in the event of unlawfully or improperly opened disputes, unless the renter proves that Sixt has incurred no or significantly less expense and/or damage. A dispute decided by PayPal in favor of the customer does not preclude Sixt from asserting a claim for payment of the rental price and damages by means other than those provided by PayPal.

### **C: Documents to be provided when collecting the vehicle, authorized drivers, permitted types of use, travel abroad**

1. Before or upon handover of the vehicle, the renter must provide an original identity card or passport, an original driving license valid for driving the vehicle in the domestic country, as well as a form of payment valid for at least 30 days from the agreed return date of the vehicle and accepted by Sixt in accordance with the rental information (available at <https://sixt.de/mietinformationen/#/>). If the renter is unable to produce said documents when the vehicle is handed over, Sixt is entitled to cancel the booking; in any such cases the renter shall have no claim for non-performance. In addition, restrictions regarding age and period for which the driver's license has been held may apply to certain vehicle groups. These can be viewed on the Sixt website or at the Sixt branch, and/or can be requested by telephone. All valid driver's licences from the countries of the European Union, the European Economic Area and Switzerland are accepted.
2. Driving licenses from non-EU/EEA member-states are accepted only if (i) no visa is entered in the renter's passport or (ii) the renter has a visa in his/her passport and no more than 6 months have passed since the date of entry to the EU/EEA member state at the time of rental. If more than 6 months have passed since the entry into an EU/EEA member state, an EU/EEA driver's license must be presented. In addition, the following requirements apply a) valid driver's licences from non-EU/EEA member states are accepted if they contain the pertinent information in Roman script. Customers, whose driver's licence was issued by a state that is not included in the list available here <https://www.sixt.com/help-center/articles/drivers-license/must> additionally carry an international driver's licence or a German translation by a body listed in b) as the authorities might request to see the licence during official controls. b) Valid driver's licences from non-EU/EEA countries that are printed exclusively in non-Roman script (e.g. only Arabic, Chinese, Japanese or Cyrillic script) are accepted only if the national driver's licence is accompanied by an international driver's licence or a German translation by an internationally recognised automobile association in the issuing state, a German automobile association, official bodies in the issuing state or a court-appointed and sworn translator.
3. If Sixt has doubts about the renter's identity, the validity of their driver's license or their creditworthiness, Sixt is entitled to withhold vehicle handover until the existing doubts about identity, driver's license or creditworthiness have been clarified by the renter to Sixt's satisfaction.
4. The vehicle may only be driven only by the drivers named in the rental contract. If the vehicle is to be driven by persons other than the above-named persons an additional charge will apply for each additional driver. The original driver's licenses of any additional drivers must be presented when the vehicle is collected.
5. Corporate customers must independently verify whether the authorized driver is in possession of a valid domestic driver's license. They must use all means available to them to do this and must make the necessary enquiries.
6. The renter shall be liable for the actions of the driver as if they were the renter's own actions. All rights and obligations under this Agreement apply for the benefit of and against the authorized driver.
7. The renter must ensure that all the applicable legal regulations are observed when using the vehicle. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may not be used:
  - for motor sport purposes, in particular driving events where the purpose is the attainment of high speeds, or for associated practice drives,
  - for vehicle tests or for safety driving training,
  - on race courses,
  - for the commercial carriage of passengers,
  - for renting the rental vehicle on to a third-party,
  - to commit criminal offences, even if these are only punishable under the law of the place where the offence was committed,
  - for transporting easily inflammable, toxic or other hazardous substances.
8. The renter is obliged to properly secure any goods carried.
9. Depending on the vehicle category and individual reservation, the use of rental vehicles abroad is prohibited for certain countries. The current restrictions are stated in the rental contract.

10. Any violation or non-performance of a provision under clauses 1, 2, 3, 4, 5 or 7 above entitle Sixt to terminate the rental contract without notice or to rescind the rental contract. In any such event the renter shall have no right to compensation of damages. This is without prejudice to any claim to damages that Sixt may have due to the breach of one of the provisions under clauses 1, 2, 3, 4, 5 or 7 above.

### D: Rental charge

1. The rental charge comprises a basic rental charge, charges for extra services and any location surcharges. The charges for extra services include, in particular, one-way charges, the costs of filling the vehicle and of fuel, the costs of charging the vehicle, service charges, tolls in case of clause I. 6, accessories/extras such as e.g. child seat, snow chains, navigation system, etc., delivery and collection costs. Location surcharges, if any, will be added to the basic rental charge as well as the charges for any extra services. Special prices and price discounts apply only if payment is made when due.
2. The agreed delivery and collection charges will be applied for deliveries and collections, plus the cost of filling the vehicle and of fuel in accordance with the price list applicable at the time of rental.
3. A specific branch is stated in the rental contract as the place for returning the rental car at the end of the rental period. The term "one-way rental" is hereinafter used for a rental contract in which the place of return is agreed to be a different branch from the branch where the vehicle was handed over to the renter. greater damages or loss. If, contrary to the contractual arrangements, a vehicle is not returned at the agreed return branch and the customer is responsible for this, the renter must pay a service fee as compensation in accordance with the rental information applicable at the time (available at <https://www.sixt.de/mietinformationen/#/>, here under "Other charges and taxes"), unless the renter proves that Sixt incurred no or significantly lower expenses and/or damage without prejudice to the right of Sixt to claim greater damages or loss.

### E: Due date, electronic invoicing, payment terms, security (deposit), termination without notice due to default of payment

1. The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges, etc.) plus value added tax in the respective applicable statutory amount must be paid in full for the agreed rental period; no refund is paid if the vehicle is collected late or returned early. The rental charge is due at the beginning of the rental period or, in the case of reservations made at prepaid rates, as soon as the reservation is made. When reservations are made at prepaid rates for rentals abroad, Sixt, in general, only acts as a collection agent when collecting the rental charge that is due at the time the reservation is made. If the rental period is more than 27 days, the rent is to be paid in advance for periods of 28 days. If the rental period ends before an additional 28-day period has elapsed, the remaining rent due up to the end of the rental must also be paid in advance on a pro rata basis since the last statement of account when the rental ends.
2. The renter agrees that Sixt's invoices will generally be sent electronically to the invoice recipient provided. The renter agrees that they will no longer receive paper invoices and that Sixt issues an electronic invoice which complies with the statutory provisions to the email address provided. The renter may object to the sending of invoices in electronic form at any time. In this case, Sixt will send the renter paper invoices. The renter is obliged to bear the additional costs for sending paper invoices and for the postage in that case.

The renter is responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. The renter is accountable for any malfunctions of the receiving devices or any other circumstances that hinder the access to the invoices. An invoice is deemed to have been received as soon as it is received in the domain of the renter. If Sixt just sends a note informing the renter that the invoice can be retrieved or if Sixt makes the invoice available for retrieval, the invoice is deemed to have been received when it was collected by the renter. The renter is obliged to retrieve the provided invoices at reasonable intervals.

If an invoice is not received or cannot be received the renter shall notify Sixt immediately. In this case Sixt will re-send a copy of the invoice and mark it as a copy. If the malfunction of the means of transfer cannot be resolved promptly, Sixt is entitled to send paper invoices until the malfunction has been solved. The renter bears the cost of sending paper invoices.

Any login data, user name or password provided to the renter by Sixt must be secured against unauthorized access and must be kept strictly confidential. In case the renter takes note that unauthorized persons gained access to this information, they shall notify Sixt thereof immediately.

3. The renter is obliged to make a deposit in addition to the rental charge at the beginning of the rental period as security for the fulfilment of their obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and can be found in the rental information available at <https://sixt.de/mietinformationen/#/>. The vehicle group of a vehicle can be determined at any time online under [www.sixt.de/fahrzeugmodelle/](http://www.sixt.de/fahrzeugmodelle/) or requested by telephone or in any Sixt branch.
4. Sixt is not obliged to deposit the security in a separate account from its assets. No interest is paid on the deposit. Sixt may request a deposit is made even after the rental has commenced and been ongoing for some time.
5. Unless otherwise agreed, the rent and all other agreed charges and the security deposit shall be charged to the payment method of the renter, in particular to a credit, debit card or Maestro card.
6. Instead of debiting the customer's credit card, Sixt can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the customer by their credit card institution for their credit card.
7. If the renter defaults on the payment of the rental charge, Sixt is entitled, even without sending a payment reminder, to terminate the rental contract without notice. If the agreed rental period exceeds a period of 27 days and if the renter defaults on either the whole or a not inconsiderable part of the payment of the rental fee for the interval concerned, Sixt is, even without sending a payment reminder, entitled to terminate the rental contract without notice due to default of payment.

### F: Insurance

1. The Insurance cover for the rented vehicle extends to a third party liability insurance with a maximum amount of cover for personal injuries and damage to property of EUR 100 million. The maximum amount of cover per injured person is EUR 12 million and is limited to Europe.
2. The insurance does not cover the use of vehicles for the transportation of dangerous substances subject to authorization within the meaning of the Ordinance on the Transport of Dangerous Goods by Road, Rail, and Inland Waterways (GGVSEB).
3. The renter/driver is not entitled to admit or accept liability to any third party in whole or in part without the prior consent of Sixt in the event of a liability claim.
4. The renter/driver is obliged to prevent and mitigate the damage as much as possible in the event of an accident. In doing so, the renter must follow instructions from Sixt, as far as is reasonable, and assist in ascertaining and settling the damage.
5. Sixt is authorized to bear or decline claims for damages asserted against the renter/driver in the renter's name and may, at its reasonable discretion, make any declarations that might be required for this purpose.

If claims are asserted against the renter/driver extrajudicially or in court proceedings, the renter and/or driver is obliged to report this immediately after the claim has been made.

If the claim is asserted in court, Sixt shall be responsible for handling the legal dispute. Sixt is entitled to engage a lawyer in the name of the renter/driver; the renter and/or driver must then provide the lawyer with a power of attorney, all necessary information and the requested documents.

### G: Accidents, theft, obligation to notify, duties

1. After an accident, an incident of theft, fire, damage caused by collision with an animal or other damage, the renter or the driver must without undue delay notify and call in the police; in particular, the renter or driver must report the damage to the nearest police station if the police cannot be reached by telephone. This also applies if the rental vehicle was damaged only slightly and also in the case of accidents, which are the driver's own fault without third parties being involved.
2. Whenever the vehicle is damaged during the rental period, the renter is obliged to notify Sixt in writing and without undue delay of all of the details of the incident which led to the vehicle being damaged. This also applies in the event of theft of the vehicle or stolen vehicle parts. For this purpose, the renter must carefully and truthfully fill in the complete accident report form, which can be found with the vehicle papers, stating, in particular, the location, time and full description of the accident, full name and address of the driver during the accident event. Moreover, the form can also be requested from Sixt at any time by telephone or can be downloaded from Sixt's websites.
3. The renter/driver must take all measures expedient or conducive to clearing up the case of damage. This includes, in particular, answering Sixt's questions concerning the circumstances of the incident truthfully and fully and not being permitted to leave the scene of the accident until it has been possible to make the necessary findings and particularly the findings that are of importance to Sixt for assessing the incident or without allowing Sixt to make such findings.

### H: Sixt's liability

1. Sixt is liable in accordance with the statutory provisions in the event of intent or gross negligence by Sixt, a representative or a vicarious agent. In all other cases Sixt is liable only for injury to life, limb or health or for the culpable breach of material contractual obligations. Any claim for damages due to the breach of material contractual obligations is limited to the foreseeable damage typical for the contract.
2. Sixt does not accept any liability whatsoever for property left in the rental vehicle upon its return; this limitation of liability does not apply in the event of intent or gross negligence by Sixt, a representative or vicarious agent.

### I: Renter's liability

1. In the event of damage to the vehicle, loss of the vehicle, or breach of the rental contract, the renter and/or driver are, in principle, liable in accordance with the general rules governing liability. These do exempt the renter/driver from any liability for breach of obligations for which they are not responsible.
2. The renter is free to exclude the liability arising from accidents (contractually agreed exemption from liability) or for individual other damage (protection packages) for damages incurred by Sixt, for loss of vehicle or fire by paying a special and/or additional fee. Such contractually agreed exemption from liability corresponds to a fully comprehensive insurance. In this case the renter and any drivers covered by the contractually agreed exemption from liability are only liable, in each individual damage incident, for an amount equal to the deductible agreed; the right to a contractually agreed exemption from liability or a booked protection package does not exist if the damage is caused deliberately. If the damage is caused by gross negligence, Sixt is entitled to reduce their obligation in relation to exemption from liability, also to a booked protection package, to the extent which corresponds to the seriousness of the negligence. Furthermore, there is no claim to contractually agreed exemption from liability or a booked protection package if an obligation to be fulfilled by the renter/driver, in particular, according to letter G of these General Terms and Conditions of Rental, was intentionally violated. In the event of a grossly negligent breach of an obligation to be fulfilled by the renter/driver, Sixt is entitled to reduce the indemnity payment even if the customer had purchased the protection package, to an extent proportionate to the severity of the fault; the burden of proof for the non-existence of gross negligence is borne by the renter or the driver. Notwithstanding the provisions of the

two preceding sentences, Sixt is obliged to exempt the customer from liability, also under a purchased protection package, insofar as the breach of the obligation is neither the cause for the occurrence of the case of an exemption from liability nor for the determination or the scope of Sixt's obligation to exempt the customer from liability; this does not apply if the obligation was fraudulently violated.

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

3. The renter is liable without limitation for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by them or third parties to whom the renter has entrusted the vehicle. The renter indemnifies Sixt against any and all penalty and warning fines, fees and other costs, levied on Sixt by the public authorities or other bodies because of any such breaches. For responses to enquiries from law enforcement authorities or other third parties regarding the driver, in order to investigate traffic violations, administrative offenses, criminal offenses or interference with possession committed culpably during the rental period, the renter owes a fee for each such enquiry as per the rental information valid at the time of the violation (available at "Other fees and taxes" on the following website <https://www.sixt.de/mietinformationen/#/>). Sixt reserves the right to claim further damages.
4. In the event of a culpable loss of or damage to the charging cable for e-vehicles or hybrid vehicles, a fee will be charged as compensation for the replacement of the cable in accordance with the current rental information (available at <https://sixt.de/mietinformationen/#/> here under "Other fees and taxes"), unless the renter proves that Sixt incurred no or significantly lower expense and/or damage.
5. An accident is defined as an event of mechanical force which suddenly and directly affects the vehicle externally. Damage due to braking, operating damage, and simple breakage are not considered damage caused by accident; this applies, in particular, to damage caused by e.g. a sliding load, incorrect refuelling, damage caused by shifting into the wrong gear, torsion damage, operating errors, overloading the vehicle, as well as damage between towing and towed vehicle or trailer without an external impact. By paying a further fee, it is possible to book an "interior protection" protection package beyond the protection of the contractually agreed exemption from liability in accordance with letter I (2). When booking and paying for the "interior protection" protection package, there is no liability for:
  - damage to and contamination of the insides of a loading space/boot body/trunk during vehicle operation as well as during loading and unloading,
  - damage to and contamination of the vehicle interior or the interior of the driver and/or passenger cabin.
6. The renter, in using the toll roads, must provide for the timely and full payment of the toll. The renter indemnifies Sixt against all tolls incurred by the former or by third parties to whom the renter entrusts the vehicle.

For motor vehicles with a technical gross vehicle weight exceeding 3.5t, Sixt will usually provide the renter with an On-Board Unit (OBU) for the automatic collection of tolls according to the German Federal Trunk Road Toll Act. If this is not the case and a vehicle is not equipped with an OBU (or if it is not functional), the renter is obliged to pay the toll fee manually (online or at a terminal). The renter is obliged to handle the OBU with care according to manufacturer specifications and must protect the OBU from unlawful access by third parties and from manipulation. The renter is responsible for the correct setting of the OBU. All costs incurred due to the incorrect setting of the OBU must be borne by the renter. Damage to the OBU or its malfunctioning must be reported to Sixt immediately. In these cases, the renter must manually (online or at the terminal) log into the toll system or (if necessary) exit the toll route network immediately. Sixt will settle the tolls incurred for the respective rental period with the toll-system operator, Toll Collect GmbH, or through the latter's service provider. Sixt will provide the renter with a list of the individual journeys incurring a toll along with the invoice for the rental and toll fees.

7. For trucks with a permitted overall weight of 7.5t to 11.99t Sixt does not pay the trailer surcharge on top of usual road tax. If a rented truck is used with a trailer, the renter must therefore ensure that the road tax for the trailer (trailer surcharge) is paid in due time and in full. The renter indemnifies Sixt against all claims, taxes (including any interests, extra charges for late payment and other accessory claims), costs, penalty and warning fines, which the public authorities assert against Sixt because of a breach of the above obligation.
8. These provisions apply not only to the renter but also to the authorized driver, whereby, however, the contractual exemption from liability does not apply towards unauthorized users of the rented vehicle.
9. The provisions of the Insurance Contract Act (Versicherungsvertragsgesetz (VVG)) and the provisions of the General Conditions for Motor Vehicle Insurance (AKB) apply in addition to the provisions of these Terms and Conditions.
10. Several renters are jointly and severally liable for claims arising from or in connection with the rental contract.

### **J: Return of the vehicle, data in navigation and communication systems, vehicle swap**

1. The rental contract ends upon the expiry of the agreed rental period. If the renter continues to use the vehicle after expiry of the agreed rental period, the rental is not deemed to have been extended. Section 545 of the German Civil Code (BGB) does not apply.
2. The renter is obliged to return the vehicle to Sixt at the agreed location and at the agreed return time at the end of the rental period in the condition stipulated in the contract. In the event of excessive soiling of the vehicle, which requires special cleaning of the vehicle, or if the vehicle is returned with an odour impairment, the renter must pay compensation for damages to Sixt. Special cleaning costs will be charged in accordance with the costs incurred. If the renter returns the vehicle before the end of the rental period agreed in the rental contract without informing the hire company of the premature return in advance, the hire company will check whether unused rental days can be refunded.
3. As a result of using a navigation device, the navigation data entered during the rental period might be stored in the vehicle. When coupling mobile phones or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the renter/driver

wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, they must ensure that it is deleted before the vehicle is returned. The data can be deleted by resetting the vehicle's navigation and communication systems to the factory settings. Instructions can be found in the operating instructions in the glove compartment. Sixt is not obliged to delete the aforementioned data.

4. Special rental rates apply only within the period offered and presuppose that the vehicle is rented for the entire period agreed to at the time of rental. If said period is exceeded or curtailed, the normal rate, instead of the special rate, will apply to the whole rental period.
5. If the obligations in connection with returning the vehicle are breached and there is more than one renter, several renters are jointly and severally liable.
6. If the renter culpably fails to return the vehicle or the vehicle key to Sixt at the end of the agreed rental period, Sixt is entitled to demand a usage fee in accordance with the current rental information (available at <https://sixt.de/mietinformationen/#/> here under "Other charges and taxes") for the period Sixt is unable to avail itself of the vehicle. In addition, the renter is obliged to pay a lump-sum administration fee in accordance with the current rental information (available at <https://sixt.de/mietinformationen/#/> here under "Other charges and taxes", unless the renter proves that Sixt incurred no or significantly lower expense and/or damage. The assertion of further damages is not excluded.
7. In the case of long-term rentals (rentals with an agreed rental period of more than 27 days), the following applies in addition to clauses 1 to 7 of this Section J:
  - a) The renter is obliged to return the vehicle, in the event that the permitted kilometre reading stated in the rental contract is reached, even before expiry of the agreed rental period. In the event that the renter culpably exceeds the permitted kilometre reading stipulated in the rental contract by more than 100 km, they shall be obliged to pay a contractual penalty in the amount of EUR 500 (incl. VAT); Sixt may also demand additional compensation for damages in addition to payment of the contractual penalty. In such cases, the claim to the contractual penalty is offset against any claim for further compensation for damages stemming from the same breach of obligations. When the kilometre reading stipulated in the rental contract has been reached before expiry of the agreed rental period, the renter will receive an equivalent replacement vehicle in the booked vehicle category for the remainder of the rental period when the vehicle is returned.
  - b) The renter is obliged to return the vehicle at the agreed end of the rental. The renter shall be obliged to pay a contractual penalty in the amount of EUR 500 (incl. VAT) in case of any culpable infringement of this provision. Sixt may also demand additional compensation for damages in addition to payment of the contractual penalty. In such cases, the claim to the contractual penalty is offset against any claim for further compensation for damages stemming from the same breach of obligations.
8. The renter is obliged to return the vehicle after being instructed to do so by Sixt, even during the rental period, if there is a valid reason. Valid reasons include, in particular, the performance of inspection, maintenance or repair work, a manufacturer recall, reaching a certain mileage or a certain holding period. In this case the renter will receive, upon return of the vehicle, a replacement vehicle for the remaining rental period according to the booked vehicle category.

If the renter does not return the vehicle to Sixt or does not return it in time contrary to the above instructions, Sixt is entitled to terminate the contractual relationship without notice after a previous unsuccessful warning and to demand compensation for damages from the renter.

9. When returning the vehicle, the vehicle has to display a minimum remaining fuel or battery range of at least 40km.

### K: Termination

1. The parties shall be entitled to terminate the rental contracts in accordance with the statutory provisions. Sixt may terminate the rental contracts extraordinarily for cause without notice.

Such cause shall be deemed to include, in particular:

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

2. If there is more than one rental contract in place between Sixt and the renter, and if Sixt is entitled to terminate one of the contracts extraordinarily for cause without notice, Sixt is also entitled to terminate all other rental contracts extraordinarily without notice, provided it is unreasonable to expect the other rental contracts to be continued due to the renter acting in bad faith.

This shall be deemed to include, in particular:

- causing willful damage to a rental vehicle,
- culpably concealing or trying to conceal damages to rental vehicles,
- causing willful damage to Sixt,

- if the renter is in arrears with payments of at least one week's rental by more than five working days from the due date,
  - if the renter uses a rental vehicle for or in conjunction with criminal actions.
3. If Sixt terminates a rental contract, the renter is obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to Sixt.

### **L: Renter's direct debit authorization, prohibition to offset claims**

1. The renter irrevocably authorizes Sixt and its authorized collection agent to deduct all vehicle rental costs and all other claims connected with the rental contract from the means of payment presented at the conclusion of the rental contract, specified in the rental contract or subsequently presented or additionally specified by the renter.
2. Only undisputed claims of the renter or of an authorized driver or claims of the renter or of an authorized driver, which have become final and absolute, may be set off against claims of Sixt.

### **M: Right of objection to direct advertising**

The renter/driver may at any time object to any processing or use of their data for the purposes of advertising or market research or opinion polls. The objection must be addressed to: Sixt GmbH & Co. Autovermietung KG, Kennwort: Widerspruch, Zugspitzstrasse 1, DE 82049 Pullach, or by e-mail to: widerspruch\_datenschutz@sixt.de.

### **N: Written form requirement, settlement of disputes, place of jurisdiction, language, severability clause**

1. There are no verbal side agreements.
2. The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt will not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.
3. If the renter is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction is Munich.
4. The contract language is German. As far as Sixt provides the customer with an English version of these Terms and Conditions within the scope of concluding the rental contract, this is only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and other versions of these Terms and Conditions and other contractual conditions, the German version of these Terms and Conditions shall prevail over any translations.
5. 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. Section 139 of the German Civil Code (BGB) does not apply.

### **O: Miscellaneous**

1. The renter may not pass on any data (e.g. login, PIN, username, password, etc.) required to access the services of Sixt (e.g. for the Sixt app, user account, etc.) to third parties and must ensure that these are not accessible by third parties. Access data may not be recorded in writing, as this would render it possible for third parties to gain access to the services of Sixt. Loss of access data must be reported to Sixt immediately via email ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)). The access data is not transferable.
2. For certain services Sixt requests that the renter presents evidence of a valid driver's license at regular intervals. If the renter wishes to use services such as digital rental (e.g. SIXT share or Mobile Check-in), they are required to present their driver's license to Sixt before starting a rental in accordance with the process specified by Sixt, must not pass on pick-up data received in the respective process (e.g. QR code / PIN, etc.) to third parties and must ensure that these are not accessible to third parties.
3. The renter is obliged to inform Sixt via email ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)) of the revocation of their driver's license, as well as regarding all circumstances placing a restriction on the driver's license (for example, restriction of the driver's license, temporary seizure or confiscation of the driver's license or a driving ban imposed by a court or authority). Upon revocation of the driver's license or the occurrence of other circumstances placing a restriction on the driver's license (for example, restriction of the driver's license, temporary seizure or confiscation of the driver's license or a driving ban imposed by a court or authority), the renter is prohibited from renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle ends or is suspended immediately.