

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

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

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

1. Any known damage is recorded in the rental agreement on handover of the vehicle. The lessee shall carefully check the vehicle for further damage before starting the journey and report this to Sixt immediately.
2. The lessee undertakes to treat the vehicle carefully and professionally, to observe all regulations and technical rules relevant to its use (for example, not to drive the vehicle with too low a level of engine oil or cooling water) and to regularly check whether the vehicle is in a roadworthy condition, as well as locking the vehicle properly. The vehicles of Sixt are categorically 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 lessee may have this work carried out by an authorized repair workshop up to an estimated repair cost of EUR 100 net.
4. The vehicle shall be handed over to the lessee with a full tank of fuel. Correspondingly, the lessee must return the vehicle at the end of the lease with a full tank of fuel. If the vehicle is not returned fully tanked, Sixt shall charge the lessee the fees for filling the vehicle and fuel in accordance with the rates applicable at the time of rental, unless the lessee proves that no or significantly lower costs for filling incurred. The rates as applicable from time to time are available at the SIXT rental office.
5. With rentals having a term of more than 27 days the lessee must bear the cost of procuring replenishment liquids (particularly engine oil, windscreen cleaner as well as antifreeze) up to an amount of 8% of the respective month's (net) rental fee in the event that said liquids need to be replenished during the rental period.
6. If commercial vehicles are fitted with an AdBlue® tank, the lessee shall return the commercial vehicle with a full tank of AdBlue®. The lessee must return the vehicle with a full tank of AdBlue® for any leases lasting 28 days or longer. If the vehicle is not returned with a full tank of AdBlue®, Sixt shall charge the lessee the cost of filling the vehicle plus a service charge in accordance with the price list applicable at the time of rental. The applicable price list is displayed in the rental office. For leases lasting 27 days or less, Sixt will handle the AdBlue® refuelling for a service fee based on the number of kilometers driven. The applicable price list is displayed in the rental office.
7. When renting vehicles with an AdBlue® tank, the lessee must ensure that the AdBlue® tank is always sufficiently filled. The lessee and his vicarious agents shall be fully liable for breaches of the above obligation committed during the rental period; the lessee shall indemnify Sixt against all claims, in particular against any penalty and warning fines, asserted by the authorities or other third parties against Sixt because of any failure to fill the AdBlue® tank.

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

1. Reservations for Germany or abroad are binding only for price-groups, not for vehicle types. If the lessee has not collected the vehicle by no later than one hour after the agreed time there shall no longer be a binding reservation.
2. There is no right of revocation for bookings made exclusively by means of telecommunication (e.g. via a homepage, app, e-mail, telephone, etc.) or outside of business premises.
3. The booking may be changed up to one hour before the pick-up time stated in the reservation. There will be a rebooking fee in accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>), and the difference between the original rate and the rate applicable to the adjusted rental period.. A change from a prepaid rate to a non-prepaid rate is not possible. Any prepayment already made towards the rental shall not be refunded; nor shall any differential amount be refunded when changing a booking. The lessee can also cancel a booking before the pick-up time stated in the reservation.. Cross-border rebooking of existing reservations is not possible. In the event of cancellation, the prepayment shall not be refunded if the prepayment does not exceed the rental charge of three rental days (including any extras and charges according to clause D.), unless the lessee proves that for cancellation no or significantly lower costs incurred in course of cancellation at Sixt. The portion of the prepayment that exceeds the rental charge of three rental days including any extras and charges shall be refunded within ten working days of the cancellation. 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). In the event that the booked vehicle is not collected or not collected within one hour after the agreed time the rental charge already paid shall be withheld in full, unless the lessee proves that no or significantly lower costs were incurred by Sixt due to no collection.
4. For bookings made at prepaid rates, it is not possible to apply vouchers or any other credits during or after the booking unless the conditions shown on the voucher explicitly permit the redemption of the voucher value in bookings made at prepaid rates and if the voucher value is immediately applied during the booking.

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

1. During handover of the vehicle, the lessee must provide an identity card or passport, a driving license valid in Germany for the vehicle, as well as a form of payment valid for at least 30 days from the return of the vehicle and accepted by Sixt in accordance with the rental information (available at <https://sixt.de/mietinformation/#/>). If the lessee is unable to produce said documents when the vehicle is handed over, Sixt will cancel the rental contract; in any such cases the lessee shall have no claim for non-performance. In addition, age and driving license restrictions apply to certain vehicle groups. These restrictions can be viewed on the Sixt website or in the Sixt's rental office, and/or can be requested by telephone.

2. Driving licenses from non-EU/EEA member-states are accepted if (i) no visa is entered in the lessee's passport or (ii) the lessee has a visa in his/her passport and has not been in an EU/EEA member-state for more than 6 months at the time of rental. If he/she has been in an EU/EEA member-state for more than 6 months, he/she should present an EU/EEA driver's license. A driving license that is not issued in Latin script (e.g., Arabic, Japanese, Cyrillic, etc.) must be accompanied by an international driving license. For driving licenses from the countries that do not belong to the International Driver's License Treaty, a certified translation is required in addition to the original driving license.
3. If Sixt has doubts about the lessee's identity, the validity of his / her driving license or his / her creditworthiness, Sixt is entitled to withhold vehicle handover until the existing doubts about identity, driving license and creditworthiness have been clarified by the hirer to Sixt's satisfaction.
4. The vehicle may 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 shall be charged for each additional driver. When the vehicle is collected the original driving licenses of any additional drivers must be presented.
5. Corporate customers have to independently check whether the authorised driver is in possession of a domestic driving license. They must use all means available to them to do this and must make the necessary enquiries.
6. The lessee shall be liable for the actions of the driver as if they were the lessee's own actions. All rights and obligations under this Agreement apply for the benefit of and against the authorized driver.
7. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may not be used
  - for motor sport purposes, in particular driving events where the important thing is to achieve maximum speeds, or for any associated practice drives,
  - for vehicle tests or for safety driving training,
  - on racetracks (circuits),
  - for the commercial transportation of persons,
  - for renting to sub lessees,
  - for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
  - for transporting easily inflammable, toxic or other hazardous substances.
8. The lessee is obliged to properly secure any goods carried.
9. Depending on the vehicle category and individual reservation, foreign use of rental vehicles is prohibited for certain countries. The current restrictions are stated in the rental agreement. The customer shall pay a contractual penalty as defined in the current rental information (can be viewed at <https://sixt.de/mietinformation/#/>) for any culpable breach of the specifications for foreign use. Sixt can also demand further compensation for damages in addition to payment of the contractual penalty. In such cases, the claim to the contractual penalty is offset against a claim for further compensation for damages stemming from the same breach of duty.
9. Any violation or non-performance of a provision under sub-clauses 1, 2, 3, 5 or 7 above shall entitle Sixt to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the lessee shall have no right to damages. This shall be without prejudice to any claim to damages that accrues to Sixt due to the breach of one of the provisions under sub-clauses 1, 2, 3, 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 are particularly one-way charges, the costs of filling the vehicle and of fuel, service charges, tolls in case of sub-clause I.6, accessories/extras such as e.g. child seat, snow chains, navigation system, etc., delivery and collection costs. Location surcharges will apply 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. If the vehicle is not returned to the same rental office from which it was rented, the lessee shall be required to pay the cost of returning the vehicle or a one-way charge, unless otherwise agreed in writing.
3. For deliveries and collections, the delivery and collection charges agreed for this shall be charged plus the cost of filling the vehicle and of fuel in accordance with the price list applicable at the time of rental. The applicable price list is displayed in the rental office.
4. The rental will be considered one-way if the agreement stipulate a return to a station different from the one where the vehicle was collected. If the vehicle is returned to a station other than the one stipulated there is a fee for the return at a different location (flexible location charge) in accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>). If the same station is specified in the rental agreement as the place of pick up and return and the lessee returns the vehicle to a station other than the one stipulated in the agreement, the lessee shall pay an additional one-way rental charge in addition to the aforementioned fee for return at a station different from the one where the vehicle was collected (flexible location charge) in accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>). The aforementioned fees shall not be charged if the client can prove that Sixt incurred no or significantly less expense and/or damage.

5. If the rental is extended or reduced by mutual agreement or the return station is changed by mutual agreement during the rental period, Sixt shall be entitled to charge a contract adjustment fee (flexible change) for the associated processing costs in accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>). Any modification of the rental price and/or the incurrance of other fees shall remain unaffected.

### **E: Due date, electronic invoicing, payment terms, security (deposit), termination without notice because of default of payment, personal accident protection**

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 statutory amount applicable from time to time must, as a matter of principle, be paid in full for the agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund. The rental charge shall be due at the beginning of the rental period, or in the case of bookings made at the prepaid rates already at the time of concluding the booking. In the case of foreign bookings at the prepaid rates Sixt, as a matter of principle, only acts as a collection agent when collecting the rental charge that is due at the time the booking is concluded. 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 the additional 28-day period has elapsed, the remaining amount due since the last invoice shall be paid when the rental is terminated.
2. The lessee agrees that Sixt's invoices will generally be sent electronically to the invoice recipient given. The lessee complies with the procedure, that he will not receive paper invoices any longer. Instead Sixt will send an electronic invoice, meeting the statutory provisions, to the e-mail address provided. The lessee can object the consignment of electronic invoices at any time. In this case Sixt will perform paper based invoicing to the lessee. The lessee is obliged to bear the additional costs for the paper based consignment of the invoice and for the postage in that case.

The lessee is responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. The lessee is accountable for malfunctions of the receiving devices or any other circumstances that hinder the access to the invoices. An invoice is received as soon as it entered the lessee's domain. If Sixt just sends a note and the lessee can retrieve the invoice by himself or if Sixt makes the invoice available for retrieval, the invoice is received when it was fetched by the lessee. The lessee is accountable for retrieving the provided invoices in reasonable intervals.

If an invoice is not received or cannot be received the lessee shall notify Sixt immediately. In this case Sixt will re-send a copy of the invoice and dub it copy. If the malfunction in the possibility of transfer cannot be resolved promptly, Sixt may send paper invoices until the malfunction has been solved. The lessee bears the costs for the consignment of paper invoices.

If Sixt provides the lessee with login data, user name or password, those have to be secured from unauthorized access and kept strictly confidential. In case the lessee takes note that unauthorized persons gained access to this information, he shall notify Sixt of it immediately.

3. The lessee is obliged to pay a deposit in addition to the rental price at the beginning of the rental period 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://sixt.de/mietinformation/#/>. 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 each Sixt station. The vehicle group is also listed in the reservation confirmation and the rental agreement.

Sixt is not obliged to invest the security separately from its assets. No interest is charged on the collateral. Sixt may also assert its claim to the provision of a security for a longer period after the commencement of the rental relationship.

4. Unless otherwise agreed, the rent, all other agreed charges and the security deposit shall be charged to the lessee's method of payment, in particular the credit card, debit card or Maestro card.
5. 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 his credit card institution for his credit card.
6. If the lessee is in default of payment of the rental fee Sixt shall, even without prior warning, be entitled to terminate the lease agreement without notice. If the agreed rental period exceeds a period of 27 days and if the lessee is in default of either the whole or a not inconsiderable part of payment of the rental fee for the interval concerned, Sixt shall, even without prior warning, be entitled to terminate the lease agreement without notice because of default of payment.
7. If personal accident insurance is taken out, the amount of cover will be EUR 50,000 in the event of invalidity, EUR 25,000 in the event of death and EUR 1,000 for medical costs.

### **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 8 million and is limited to Europe.
2. Excluded from the insurance is 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 lessee/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 lessee/driver is obliged to prevent and mitigate the damage as much as possible in the event of an accident. Where reasonable, the lessee must follow the instructions of Sixt and support the assessment and settlement of the damage.
5. Sixt is authorized to bear or decline claims for damages asserted against the lessee/driver in the lessee's name and to produce any appropriate declaration for this purpose in the exercise of reasonable discretion. If claims are asserted against the lessee/driver extrajudicially or in court proceedings, the lessee/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 lessee/driver. The lessee/driver must then provide the lawyer with a power of attorney, all necessary information and the requested documents.

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

1. After an accident, theft, fire, damage by wild animals or other damage, the lessee or the driver must without undue delay notify and call in the police; in particular, the lessee 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. If ever the vehicle is damaged during the rental period the lessee 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 shall also apply in the event of theft of the vehicle or stolen vehicle parts. For this purpose the lessee should complete all of the points on the form for reporting an accident, which can be found with the vehicle papers, carefully and truthfully, in particular, the location, time and description of the accident, full name and address of the driver during the accident event.. The form can also be requested from Sixt at any time by telephone or can be downloaded from Sixt's websites.
3. The lessee or driver must take all measures, which are expedient or conducive to clearing up the case of damage. This particularly includes them having to answer Sixt's questions concerning the circumstances of the case of damage truthfully and fully and them 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 damaging event or without allowing Sixt to make such findings.

### **H: Sixt's Liability**

1. Sixt shall be 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 shall be liable only for injury to life, body or health or for the intent or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
2. 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: Lessee's Liability**

1. In the event of damage to the vehicle, loss of the vehicle, or breach of the rental contract, the lessee shall, in principle, be liable in accordance with the general rules governing liability. These do exempt the lessee and/or driver from any liability for breaches of contract for which they are not responsible.
2. The lessee is free to exclude the liability arising from accidents (contractually agreed exemption from liability) or for individual other damage (protection packages) for damages of Sixt by payment of a special and/or further charge. Such contractually agreed exemption from liability corresponds to a fully comprehensive insurance. In this case the lessee and any drivers covered by the contractually agreed exemption from liability are only liable for damages to an amount equal to the excess 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 will be 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 lessee or driver, in particular, according to letter G of these General Rental Conditions, was intentionally violated. In the event of a grossly negligent breach of an obligation to be fulfilled by the lessee or driver, Sixt is entitled to reduce their provision for an exemption from liability, also for a booked protection package, to an extent proportionate to the seriousness of the fault; the burden of proof for the absence of gross negligence shall be borne by the lessee or the driver. Notwithstanding the provisions of the two preceding sentences, Sixt is obliged to exempt from liability, also from a booked 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 from liability; this does not apply if the obligation was fraudulently violated.

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

The excess to be paid by the lessee, per claim, shall be determined by the price lists in force, and displayed, at the time of rental.

3. The lessee shall be liable without limitation for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by him or third parties to whom the lessee has left the car. The lessee shall indemnify Sixt against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from Sixt because of any such breaches. As compensation for Sixt's administrative costs incurred in handling enquiries put to it by the prosecution authorities or other third parties in order to investigate administrative offences, criminal offences or any nuisance committed during the rental period, a flat-rate fee for each such inquiry shall be paid in accordance with the current rental information (available at

<https://sixt.de/mietinformation/#/>) and will be charged to the lessee's credit card (if available) or will be invoiced to him/her, unless the lessee proves that Sixt incurred no or significantly lower expense and/or damage without prejudice to the right of Sixt to claim greater damages or loss.

4. In accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>), in the event of loss or damage of the charging cable for e-vehicles and hybrid vehicles, a fee will be charged for the replacement of the cable, unless the lessee proves that Sixt incurred no or significantly lower expense and/or damage.
5. An accident is defined as a sudden event with mechanical force which affects the exterior of the vehicle. Damage due to braking, usage, and simple breakage shall not be considered accidental damage; this applies, in particular, to damage caused by e.g. slipping loads, incorrect refuelling, damage caused by wiring, twisting damage, mishandling, 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 space 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 space 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,
  - damages to and contamination of the vehicle interior or the interior space of the driver and/or passenger cabin,
6. The lessee, in using the toll roads, must provide for the timely and full payment of the toll. The lessee shall indemnify Sixt from all tolls caused by the former or by third parties to whom the lessee entrusts the vehicle.

For motor vehicles with a gross vehicle weight of at least 7.5t, Sixt will provide the lessee with an On-Board Unit (OBU) for the automatic collection of tolls according to the German Federal Trunk Road Toll Act. However, this does not apply to vehicle combinations of at least 7.5t for which the tractor alone has a gross vehicle weight of less than 7.5t. In this case, the lessee is obliged to pay the toll manually (online or at the terminal). The lessee 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 lessee is responsible for the correct setting of the OBU, in particular the number of axles and the emission class. All costs incurred due to the incorrect setting of the OBU shall be borne by the lessee. Damage to the OBU or its malfunctioning must be reported to Sixt immediately. In these cases, the lessee must manually (online or at the terminal) log into the toll system or (if necessary) exit the toll route network immediately. Sixt will invoice for the tolls incurred for the respective rental period along with the toll-system operator, Toll Collect GmbH, or through the latter's service provider. Sixt shall provide the lessee with a list of the journeys incurring a toll along with the invoice.

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

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

1. The rental contract shall end upon the expiry of the agreed rental term. If the lessee continues to use the vehicle after expiry of the agreed rental term, the rental shall not be deemed to have been extended. Paragraph 545 German Civil Code (BGB) shall not apply.
2. The lessee 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 lessee shall pay damages to Sixt. Special cleaning costs shall be charged on the basis of time and material consumed, but with a minimum special lump sum for cleaning, unless the lessee proves that Sixt has no or significantly less damage; Sixt shall have the right to assert a greater degree of damage. In this case, the lessee can collect the fee for the early return (flexible early return) in accordance to the current rental information (available at <https://sixt.de/mietinformation/#/>) for the effort he has incurred, unless the lessee proves that he/she is not responsible for the occurrence of the circumstances giving rise to the fee or that Sixt incurred no or significantly less expense and/or damage. A further standard price may also be used, if, for example the requirements for a special tariff is no longer given (see also Para. 4 below).. A higher standard price may also be applied if, for example, the requirement for a special tariff is no longer met (cf. also Point 4 below). In this case, however, the originally agreed rental price will not be exceeded.
3. As a result of using a navigation device, the navigation data entered during the rental period can be stored in the vehicle, if necessary. When coupling mobile phones or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the lessee/driver wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, he must ensure that it is deleted before the vehicle is returned. Deletion may be effected by resetting the navigation and communication systems of the vehicle 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 rental period complies with the one agreed to at the time of rental. If said period is exceeded or curtailed, the normal rate, instead of the special rate, shall apply to the whole rental period.

5. In the event of any breach of the obligation to return the vehicle and there is more than one lessee, the lessees shall be jointly and severally liable.
6. If the lessee does not return the vehicle or the vehicle key (even if not at fault) to Sixt at the end of the agreed rental period, Sixt shall be entitled to demand a compensation equal, at least, to the previously agreed rental rate for the duration of the withholding. In addition, the lessee shall be obliged to pay a flat-rate administrative charge in accordance with the current rental information (available at <https://sixt.de/mietinformation/#/>), as compensation for the associated processing costs, unless the lessee can prove that Sixt incurred no or significantly less expenses and/or damages. The assertion of further damages is not excluded.
7. In the case of long-term rentals (rentals with an agreed rental term of more than 27 days), the following shall apply in addition to Points 1 to 7 of this Section J:
  - a) In the event that the permitted kilometer reading stated in the rental agreement is reached, the lessee is obliged to return the vehicle even before expiry of the agreed rental term. In the event that the lessee exceeds the permitted kilometer reading stipulated in the rental agreement by more than 100 km, he 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 kilometer reading stipulated in the rental agreement has been reached before expiry of the agreed rental term, the lessee shall receive an equivalent replacement vehicle in the booked vehicle category for the remainder of the rental term when the vehicle is returned.
  - b) The lessee is obliged to return the vehicle at the agreed return time at the end of the rental. The lessee 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 lessee is obliged to return the vehicle to Sixt when instructed even during the rental period, if a valid reason exists for this. Valid reasons are, 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, upon return of the vehicle, the lessee shall receive a replacement vehicle for the remaining rental period according to his booked vehicle category.

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

### 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 lessee's financial situation
  - Dishonoured bank debits / cheques,
  - enforcement measures aimed against the lessee,
  - lack of care of the vehicle,
  - improper and illegal use,
  - disregard of the regulations governing the use of motor vehicles for road haulage,
  - if it becomes unreasonable to expect the rental contract to be continued, e.g. owing to an excessive damage ratio.
2. If there is more than one rental contract in place between Sixt and the lessee, and if Sixt is entitled to terminate one of the contracts extraordinarily for cause without notice, Sixt shall also be entitled to terminate all other rental contracts extraordinarily without notice, provided the continuation of the other rental contracts is unacceptable due to the Lessee 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 lessee is in arrears with his payments of at least one week's rental by more than five working days from the due date,
  - If the lessee uses a rental vehicle for or in conjunction with criminal actions.
3. If Sixt terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to Sixt.

### L: Lessee's direct debit authorization

1. The lessee authorizes Sixt and its authorized collection agent irrevocably to deduct all car rental costs and all other claims connected with the rental agreement from the means of payment presented at the conclusion of the rental agreement, named in the rental agreement or subsequently presented or additionally named by the lessee.

2. Only undisputed claims of the lessee or of an authorized driver or claims of the lessee or of an authorized driver, which have become final and absolute, may be set off against claims of Sixt.

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

The lessee/driver can at any time object to any processing or use of his data for the purposes of advertising or market research or opinion polls. The objection must be addressed to: Sixt GmbH & Co. Autovermietung KG, code word: "Objection", Zugspitzstrasse 1, DE 82049 Pullach, or by e-mail to: [widerspruch\\_datenschutz@sixt.de](mailto:widerspruch_datenschutz@sixt.de)

### **N: Written form, settlement of disputes, place of jurisdiction**

1. There are no verbal side agreements.
2. The European Commission has set up a platform for out-of-court online dispute resolution in consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt will not participate in a dispute resolution procedure before a consumer arbitration body and is also not obliged to do so..
3. If the lessee is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Munich.

**The contract language is German. As far as Sixt provides the customer with an English version of these GTC within the scope of the conclusion of the rental agreement, 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 GTC and other contractual conditions, the German version of these GTC always takes precedence over any translations.**

### **O: Supplementary provisions for the use of the Sixt app**

1. The individual rental contract for the digital rental of a vehicle is concluded when the lessee starts it via the Sixt app. The renter is obliged to verify, before driving, whether any damage to the vehicle is already documented. In case the vehicle presents new damage, the lessee must inform Sixt in the Sixt app via the corresponding function.
2. Registering for digital rental in the Sixt app turns your smartphone into a virtual car key.
3. The immobiliser is deactivated when the vehicle is opened. The lessee must ensure that the vehicle is not accessible by third parties when it is open. As soon as the lessee has ended the rental period via the Sixt app, the vehicle can no longer be started.
4. The lessee may not pass on access data for the Sixt app and his PIN for unlocking vehicles to third parties and must ensure that these are not accessible by third parties. Written records of the PIN must not be stored in the immediate vicinity of the access data and must not be stored unsecured on a smartphone. Loss of access data or PIN must be reported to Sixt immediately via e-mail ([fuehrerschein@sixt.com](mailto:fuehrerschein@sixt.com)). The access data and the PIN are not transferable.
5. Sixt requests that the lessee demonstrates at regular intervals that he possesses a valid driving license in the Sixt app. If the lessee wishes to use services such as digital rental (e.g. Fastlane), he is required to present his driving license to Sixt before starting a rental in accordance with the process specified by Sixt in the Sixt app.
6. The lessee is obliged to inform Sixt via e-mail ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)) of the revocation of his driving license, as well as regarding all circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban). Upon revocation of the driving license or the occurrence of other circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban), the lessee is prohibited from using the app for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.