

# **General Terms and Conditions of Rental**

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

1. The lessor will provide the lessee with a vehicle that meets the requirements to be imposed on it in reason. The lessor will inform the lessee about any already visible damage to the vehicle. The lessee must inspect the vehicle when it is made available and if he observes additional visible damage, he must communicate it to the lessor in writing at the time of acceptance of the vehicle in conformity with the lessor's checklist. New visible damage that has not been communicated by the lessee to the lessor will be deemed to have been caused by the lessee and the lessee will be liable for it. The lessee will treat the vehicle with care and as a good lessee and will comply with all relevant regulations and technical requirements for its use, in particular check regularly that the engine oil level and other fluids and tire pressure are sufficient and observe when maintenance is necessary and inform the lessor accordingly, and check regularly that the vehicle is in a roadworthy condition and always lock the vehicle well. Smoking is not allowed in the lessor's vehicles.
2. 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.
3. The vehicle shall be handed over to the lessee with a full tank of fuel. Correspondingly, the lessee must return the vehicle at the end of the lease with a full tank of fuel. If the vehicle is not returned fully tanked, 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.
4. 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.
5. If commercial vehicles with a permitted gross vehicle weight of 7.49 t or more are fitted with an AdBlue® tank, the lessee shall hand over the commercial vehicle of 7.49 t or more with a full tank of AdBlue®. The lessee must return the vehicle at the end of the lease with a full tank of AdBlue®. If the vehicle is not returned with a full tank of AdBlue®, the lessor shall charge the lessee the cost of filling the vehicle plus a service charge in accordance with the price list applicable at the time of rental. The applicable price list is displayed in the rental office.
6. 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 the lessor against all claims, in particular against any penalty and warning fines, asserted by the authorities or other third parties against the lessor because of any failure to fill the AdBlue® tank.

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

1. Domestic and international reservations are only binding 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 maximum rental period for a booking at the prepaid rate is 27 days. The booking may be changed up to one hour before the scheduled beginning of the rental period. There will be a rebooking fee of €29,99 plus any 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. Cross-border rebooking of existing reservations is not possible. The lessee can also cancel a booking before the rental begins. 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 the lessor. 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.be/mysixt](http://www.sixt.be/mysixt)) or in writing and must be addressed to: Sixt Belgium BV, Postbus 8, 1930 Zaventem, tel.: +32 (0)70 225800, e-mail: [servicedesk@sixt.com](mailto:servicedesk@sixt.com). In the event that the booked

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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 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 produced 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 domestically valid driving license necessary for driving 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. Sixt accepts credit cards from Visa, MasterCard, American Express, Diners Club, Discover or JCB as well as Airplus and Amex BTA/iBTA. Debit and prepaid cards cannot be accepted as a form of payment (such as for example the Bunq Travel Card). The payment method must have been issued in the name of the lessee. If the lessee is unable to produce said documents when the vehicle is handed over, the lessor will cancel the rental contract; in any such cases the lessee shall have no claim for non-performance. Furthermore, restrictions regarding age (an additional charge shall be charged for drivers under the age of 25) and/or length of time for which a driving license must have been held apply to certain vehicle categories. A list of the age and driving license provisions can be inspected prior to reservation on Sixt's website, at the Sixt rental office or can be asked for by telephone.
2. The vehicle may be driven only by the lessee or - in the case of corporate customers - by the driver named in the rental contract. If the vehicle is to be driven by persons other than the above-named person an additional charge shall be charged for an additional driver. The charges as applicable from time to time can be inspected on Sixt's website, at the Sixt rental office or can be asked for by telephone. When the vehicle is collected the original driving licenses of any additional drivers must be presented.
3. Corporate customers have to independently check whether the authorized driver is in possession of a valid driving license. They must use all means available to them to do this and must make the necessary enquiries.
4. The lessee shall be liable for the actions of the driver as if they were the lessee's own actions. All rights and obligations arising out of this Agreement endure to the benefit of and against the authorized driver.
5. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may in any case 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 sublessees,
  - for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
  - for transporting easily inflammable, toxic or other hazardous substances.
6. The lessee is obliged to properly secure any goods carried.
7. Depending on the category of vehicle, rental vehicles may not be used abroad in certain countries. A list of the countries in which the respective categories of vehicle may not be used, can be inspected prior to reservation on Sixt's website and at the Sixt rental office or can be asked for by telephone. In addition, the countries in which the rental vehicle concerned may not be used are listed in the rental agreement form.

8. Any violation or non-performance of a provision under sub-clauses 1, 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. If the vehicle is not returned to the same rental office from which it was rented, the lessee shall be required to pay the cost of returning the vehicle or a one-way charge, unless otherwise agreed in writing.
2. The rental charge comprises a basic rental charge, charges for extra services and any location surcharges. The charges for extra services are particularly one-way charges, the costs of filling up the vehicle and of fuel, service charges, 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.
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 agreement will stipulate a specific station to which the vehicle must be returned at the end of the rental period. 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 delivered to a station other than the one stipulated in the one-way rental agreement, the renter will be charged a flexible location charge of EUR 19.99 (incl. VAT). If the vehicle is delivered to a station other than the one stipulated in the return trip rental agreement (i.e. where the collection and return stations are identical), the renter will be charged a flexible location charge of EUR 19.99 (incl. VAT) and the charge for a one-way rental as indicated on price list applicable at the time the rental period started.
5. If the rental is extended or reduced by mutual agreement or the return station is changed by mutual agreement during the rental period, the lessor shall be entitled to charge a fee of EUR 5.95 (incl. VAT) for the associated processing costs. 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 prepaid bookings already at the time of concluding the booking. In the case of foreign prepaid bookings 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 agreed rental period exceeds a period of 28 days, the rental charge shall be payable at intervals of 28 days and at the beginning of each interval.
2. The lessee agrees that the lessor'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 the lessor 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 the lessor 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 scope of control. If the lessor just sends a notification and the lessee can retrieve the invoice by himself or if the lessor makes the invoice available for retrieval, the invoice is received when it was fetched by the lessee. The lessee is obliged to retrieve the provided invoices in reasonable intervals.

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

If the lessor provides the lessee with login data, username 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 the lessor of it immediately.

- 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 depends on the table below (e.g., vehicle group CDMR = C\*\*\*; the deposit is therefore 300.00 euros). The vehicle group of a vehicle can be determined at any time online under [www.sixt.be/voertuigoverzicht/](http://www.sixt.be/voertuigoverzicht/) or requested by telephone or in each Sixt station. The vehicle group is also listed in the reservation confirmation and the rental agreement. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the lessee's credit card.

Car		
Vehicle group	Security amount	Currency
M***, E***, C*** I***, S***	300,00	EUR
F***, P***, L***	500,00	EUR
X***, Luxury	3000,00	EUR

Transporter/truck		
Vehicle group	Security amount	Currency
A,B,C,D,G,P, S,T,V,W	200,00	EUR

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

- The deposit will be charged on the payment method offered by the renter, possibly the credit card or payment card. If the lessor will make use of the deposit, the lessor will inform the lessee in writing in advance. The lessor may reserve an amount on the renter's credit card for the deposit. This reservation will never last longer than necessary for the relevant rental agreement.
- Unless otherwise agreed, the rent and all other agreed costs will be charged in the manner of payment offered by the renter, including possibly the credit card or payment card.
- Instead of debiting the lessee's credit card, the lessor can, by making a so-called merchant request in its favor, have a sum in the amount of the deposit frozen under the credit facility granted to the lessee by his credit card institution for his credit card.
- If the lessee is in default of payment of the rental fee or other payments the lessor shall, even without prior warning, be entitled to terminate the lease agreement and all other lease agreements with lessee without notice. If the agreed rental period exceeds a period of 28 days and if the lessee is in default of either the whole or a not inconsiderable part of payment of the rental fee for the interval concerned, the lessor shall, even without prior warning, be entitled to terminate the lease agreement and all other lease agreements with lessee without notice because of default of payment.

## F: Insurance

- Civil-law liability insurance is automatically included in the hire services, in accordance with the Act of 12 November 1989, pertaining to compulsory liability insurance for motor vehicles. This insurance covers the civil-law liability of the driver of a vehicle towards third parties for damage to their property, physical injury or death that is the result of an accident that took place while the vehicle was in use. The amount of the cover is in accordance with relevant legislation.
- The use of vehicles in violation with the rental contract - such as using a vehicle for the transport of hazardous substances within the meaning of the provisions of the Royal Decree of 28 June 2009 pertaining to transport by road or rail of hazardous substances, with the exception of explosive and radioactive substances, or the transport of substances for which a permit is required under prevailing legislation, use outside the areas permitted under the rental contract - is excluded from the insurance.

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 the lessor 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 the lessor and support the assessment and settlement of the damage.

### **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 the lessor 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. The form can also be requested from the lessor at any time by telephone or can be downloaded from the lessor'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 the lessor'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 the lessor for assessing the damaging event or without allowing the lessor to make such findings.

### **H: Lessor's Liability**

1. The liability of the lessor, a representative or an agent is limited to the direct damage and the damage was a result of the intent or the gross negligence of its management. Other liability, including liability for death or personal injury or liability for damage caused by lessor's personnel, third parties or subcontractors, is excluded. Direct damage does in any case not include lost income, turnover or profit.

Only in case and insofar as the above exclusion is legally not permissible, the liability of the lessor is limited to the amount of the rental agreement in the month the damage occurred.

Only in case and insofar as the above exclusions are legally not permissible, the liability of the lessor is limited to the amount (excluding VAT) that its insurance company pays out in the case concerned. If requested, information on the content of the policy conditions shall be provided.

2. The lessor is not liable for goods that are left behind by the lessee or third parties when the vehicle is returned to the rental office; this does not apply in the event of willfulness or gross negligence of the lessor or its management.

### **I: Lessee's Liability**

1. In the event of damage to the vehicle, loss of the vehicle or breach of the rental contract, the lessee shall be liable, in principle, in accordance with the general rules governing liability. In particular, the lessee must return the vehicle in the condition in which he took possession of it. The lessee is liable to the lessor for all damage resulting from any occurrence during the rental period and all damage that is related to the rental of the vehicle in any way, subject to the below.
2. All vehicles as rented by the lessor have a third-party insurance by default. As a limitation for the risk of liability the lessee may buy from lessor additional buy out of damage compensation subject to an excess. The amount of the excess per damage occasion is agreed in the rental agreement. An overview and the details of the third-party insurance and these additional services of the lessor can be viewed and printed at <https://www.sixt.be/services/huurinformatie/> or <https://www.sixt.be/fr/autres-services/informations-generales/> and are at display at the lessor's and shall be sent by regular mail at lessor's costs at the lessee's first request. These coverages only apply if all agreed terms and conditions are complied with.

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 the lessor against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from the lessor because of any such breaches. As compensation for the lessor's administrative costs incurred in handling enquiries put to it by the prosecution authorities or other third parties in order to investigate administrative offences, criminal offences or any nuisance committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of EUR 29,- (incl. VAT) for each such enquiry, unless the lessee proves that Sixt incurred no or significantly lower expenses and/or loss without prejudice to the right of the lessor to claim greater damages or loss.
4. In the event of loss or damage of the charging cable for e-vehicles and hybrid vehicles, the lessee shall pay Sixt compensation by reimbursing the cost of replacing the cable by a flat rate of EUR 420 (not VAT-liable), 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 refueling, 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 article 1.2. When booking and paying for the ""Interior space protection"" protection package, there is no liability for: In case of use of roads where tolls are charged, the lessee shall be liable for the timely and full payment of all fees.
  - 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. If a rented truck is used with a trailer, the lessee must therefore ensure that the road tax for the trailer (trailer surcharge) is paid in due time and in full. The lessee shall indemnify the lessor against all claims, taxes (including any interests, extra charges for late payment and other accessory claims), costs, penalty and warning fines, which the authorities assert against the lessor because of a breach of the above obligation.
7. If a rented truck is used with a trailer, the lessee must therefore ensure that the road tax for the trailer (trailer surcharge) is paid in due time and in full. The lessee shall indemnify the lessor against all claims, taxes (including any interests, extra charges for late payment and other accessory claims), costs, penalty and warning fines, which the authorities assert against the lessor because of a breach of the above obligation.
8. 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. Article 1738 of the Belgian Civil Code is not applicable. Subject to the above, until the vehicle is back in the possession of the lessor all obligations of the lessee shall remain in effect, the vehicle and the use of the vehicle remains in the scope of risk of the lessee and the lessee remains fully liable for all damages and costs related to the vehicle.
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 odor 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. If the lessee returns the vehicle before the end of the rental period agreed in the rental agreement without informing Sixt of the early return, Sixt shall examine the possibility of reimbursing unused rental days. In this case Sixt can charge a fee of EUR 11,90 (incl. VAT) for the expenses incurred. 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 affected 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. The lessor 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 of EUR 11.90 (incl. VAT) 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; 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 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.
9. 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, the lessor 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.
10. Subject to the provisions in the articles E4.1 and E4.2 the lessee irrevocably authorizes Sixt and the collection agency designated from time to time by Sixt to deduct all car rental costs and other claims in connection 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.

### **K: Termination**

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

Such cause shall be deemed to include, in particular:

- deterioration of lessee's financial situation,
- the legitimate concern of the lessor that the lessee shall not pay the rental price,
- dishonored 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 the lessor and the lessee, and if the lessor is entitled to terminate one of the contracts, the lessor shall also be entitled to terminate all other rental contracts 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 the lessor,
- 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 the lessor terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to the lessor.
4. The lessor is not liable for damage or costs of the lessee or a driver as a result of the termination of the rental agreement.
5. Every termination of the rental agreement(s) by the lessor shall be without prejudice to its other rights, including the right to claim full damages.

### **L: Lessee's direct debit authorization**

1. The lessee authorizes the lessor 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.

The lessee must give the lessor a corresponding authorization with a credit card issued to him/her. We point out to the lessee that he/she is entitled to a reimbursement claim against the credit card issuer (institute) within eight weeks of debiting the respective payment amount, if the payment amount ultimately debited exceeds the amount that the lessee could have

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expected to pay according to his/her previous spending behavior, the conditions of the payment service framework agreement with the credit card issuer (institute), and the respective circumstances of the individual case.

The lessee is entitled to a review period of 14 days from receipt of the written statement. The lessee's credit card will be debited at the earliest after expiration of the review period.

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

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

1. 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 Belgium BV., code word: "Objection", Postbus 8, 1930 Zaventem, or by e-mail to: [dataprotection@sixt.com](mailto:dataprotection@sixt.com).

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

1. There are no verbal side agreements.
2. Belgian law is applicable to all legal relations between the parties.
3. The place of jurisdiction is Brussels, unless the lessee is a consumer, in which case the place of jurisdiction is indicated by the law.

### **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 immobilizer 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 ([ID-benelux@sixt.com](mailto:ID-benelux@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 ([ID-benelux@sixt.com](mailto:ID-benelux@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.