



General Terms and Conditions of Rental



General Terms and Conditions of Rental

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 rental, 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. Correspondingly, the renter 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 renter the fees for filling the vehicle and fuel in accordance with the rates applicable at the time of rental, unless the renter proves that no or significantly lower costs for filling incurred.
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 (accessible at <https://www.sixt.be/fr/autres-services/informations-generales/>). 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 (accessible at <https://www.sixt.be/fr/autres-services/informations-generales/>) for charging the vehicle.
6. When charging an electric or hybrid vehicle, the renter must strictly follow the operating manual of the vehicle to be charged and the equipment or accessories used (e.g. charging cable), as well as 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 hirer.
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 during the rental 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® refueling 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 his vicarious agents shall be fully liable for breaches of the above obligation committed during the rental period; the renter 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 renter has not collected the vehicle by no later than one hour after the agreed time, there shall no longer be a binding reservation.



General Terms and Conditions of Rental

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.be/fr/autres-services/informations-generales/>) 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 renter can also cancel a booking 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.be/fr/autres-services/informations-generales/>), unless the renter proves that Sixt incurred no or significantly lower expenses and/or damage. Cancellations can be made online (www.sixt.be/mysixt) or in writing and must be addressed to: Sixt S.à.r.l., Niveau Mezzanine no. 5-G09-1 L-1110 Findel, tel.: +35 (0) 224647030, e-mail: serviceDesk@sixt.com.
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.

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

1. During handover of the vehicle, the renter must provide an identity card or passport, a driving permit for driving the vehicle in the respective country, as well as a payment method that is 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://www.sixt.be/fr/autres-services/informations-generales/>). The validity of a driving permit must be proven by presenting the original driver's license document. If the renter is unable to produce said documents when the vehicle is handed over, Sixt will cancel the rental contract; in any such cases the renter shall have no claim for non-performance. In addition, age and driver's license restrictions apply to certain vehicle groups, that can be viewed on the Sixt website or at the Sixt branch, and/or can be requested by telephone.
2. Driving license from non-EU/EEA member-states are accepted if (i) no visa is entered in the renter's passport or (ii) the renter has a visa in their passport and has not been in an EU/EEA member-state for more than 6 months at the time of rental. If the renter has been in an EU/EEA member-state for more than 6 months, they must present an EU/EEA driving license. Foreign national driving licenses in languages other than French/Dutch and issued in a state other than a EU/EEA member state or Switzerland that do not conform with the provisions of Annex 6 to the Convention on Road Traffic dated 8 November 1968 must be affixed to a translation unless the government waives the requirement that the license be accompanied by a translation. The translation must be provided by an internationally recognized automobile association from the issuing state, or a body designated by the government. If the issuing state issues an international driving license it suffices to present the international driving license together with the original driving license without having to provide a translation. Any information concerning the acceptance of driving licenses can be found on the government website of the country concerned.
3. If Sixt has doubts about the renter'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 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.



General Terms and Conditions of Rental

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 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 renters,
 - 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 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 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 renter 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, the costs of recharging, 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. 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. 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.be/fr/autres-services/informations-generales/>, 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 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 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



General Terms and Conditions of Rental

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 amount due since the last invoice is to be paid when the rental ends.

2. The renter agrees that the lessor's invoices will generally be sent electronically to the invoice recipient given. The renter 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 renter can object the consignment of electronic invoices at any time. In this case the lessor will perform paper-based invoicing to the renter. The renter is obliged to bear the additional costs for the paper-based consignment of the invoice 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 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 renter's scope of control. If the lessor just sends a notification and the renter 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 renter. The renter is obliged to retrieve the provided invoices in reasonable intervals.

If an invoice is not received or cannot be received the renter 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 renter bears the costs for the consignment of paper invoices.

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

3. The renter 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://www.sixt.be/fr/autres-services/informations-generales/>. The vehicle group of a vehicle can be determined at any time online under <https://www.sixt.be/fr/vehicules/> 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.

- 4.1 The deposit will be charged on the payment method offered by the renter, possibly the credit card, payment card or Maestro card. If the lessor will make use of the deposit, the lessor will inform the renter 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.
- 4.2 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, payment card or Maestro card.
5. Instead of debiting the renter'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 renter by his credit card institution for his credit card.
6. If the renter 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 renter without notice. If the agreed rental period exceeds a period of 28 days and if the renter 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 renter without notice because of default of payment.

F: Insurance

1. The insurance cover for the rented vehicle is a third-party liability insurance and is limited to Europe.



General Terms and Conditions of Rental

2. The insurance does not cover use of vehicles in breach of the rental agreement, such as the use for the transportation of hazardous substances requiring a permit under any applicable law, use outside the areas as allowed in the rental agreement, or use otherwise than as intended.
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 the lessor 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. Where reasonable, the renter 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 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. If ever 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 shall also apply in the event of theft of the vehicle or stolen vehicle parts. For this purpose the renter 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 renter 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 renter 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: 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



General Terms and Conditions of Rental

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 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 renter has left the car. The renter 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://www.sixt.be/fr/autres-services/informations-generales/> here under "Other charges and taxes") and will be charged to the renter's credit card (if available) or will be invoiced to him/her, unless the renter 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 the event of a culpable loss or damage of the charging cable for e-vehicles or hybrid vehicles, lump-sum damages will be charged for the replacement of the cable in accordance with the current rental information (available at <https://www.sixt.be/fr/autres-services/informations-generales/> here under "Other charges and taxes"), unless the renter 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.
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:
 - 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. In case of use of roads where tolls are charged, the renter shall be liable for the timely and full payment of all fees.
7. 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 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 renters are jointly and severally liable for claims arising from or in connection with the rental agreement.



General Terms and Conditions of Rental

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 renter continues to use the vehicle after expiry of the agreed rental term, the rental shall not be deemed to have been extended. Subject to the above, until the vehicle is back in the possession of the lessor all obligations of the renter shall remain in effect, the vehicle and the use of the vehicle remains in the scope of risk of the renter and the renter remains fully liable for all damages and costs related to the vehicle.
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 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 renter/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. 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 renter, the renters shall be 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://www.sixt.be/fr/autres-services/informations-generales/> 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://www.sixt.be/fr/autres-services/informations-generales/> 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 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 renter is obliged to return the vehicle even before expiry of the agreed rental term. In the event that the renter 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 renter 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 renter is obliged to return the vehicle at the agreed return time at the 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.



General Terms and Conditions of Rental

8. The renter is obliged, also during the rental period, to return the vehicle after being instructed to do so by Sixt, if there is a valid reason. Valid reasons include, in particular, the performance of inspection, maintenance or repair work, a malfunction, a manufacturer recall, reaching a certain mileage or a certain holding period. In this case, the renter shall receive upon return of the vehicle, a replacement vehicle for the remaining rental period according to his 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 shall be entitled to terminate the contractual relationship without notice after a previous unsuccessful warning and to demand compensation for damages from the renter.

9. Once returned, the vehicle must have a remaining range of at least 40 km according to the display of the on-board computer. If the hirer returns a vehicle without the aforementioned remaining range, he shall bear the additional costs for the refueling or charging at a flat rate specified in the price list, unless the hirer can prove that these costs were not incurred or not at the amount mentioned.
10. Sixt is authorized to bear or decline claims for damages asserted against the renter/driver in the renter's name and to produce any appropriate declaration for this purpose in the exercise of reasonable discretion. If claims are asserted against the renter/driver extrajudicially or in court proceedings, the renter/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 renter/driver. The renter/driver must then provide the lawyer with a power of attorney, all necessary information and the requested documents.
11. Subject to the provisions in the articles E4.1 and E4.2 the renter 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 renter.

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 renter's financial situation,
- the legitimate concern of the lessor that the renter shall not pay the rental price,
- dishonored bank debits / cheques,
- enforcement measures aimed against the renter,
- 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 renter, 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 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,



General Terms and Conditions of Rental

- Causing willful damage to the lessor,
 - If the renter 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 renter uses a rental vehicle for or in conjunction with criminal actions.
3. If the lessor terminates a rental contract, the renter 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 renter 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: Renter's direct debit authorization

1. The renter 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 renter.

The renter must give the lessor a corresponding authorization with a credit card issued to him/her. We point out to the renter 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 renter could have 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 renter is entitled to a review period of 14 days from receipt of the written statement. The renter's credit card will be debited at the earliest after expiration of the review period.

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 the lessor.

M: Right of objection to direct advertising

1. The renter/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 S.à.r.l., code word: "Objection", Niveau Mezzanine no. 5-G09-1 L-1110 Findel, or by e-mail to: dataprotection@sixt.com.

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

1. There are no verbal side agreements.
2. Luxembourg law is applicable to all legal relations between the parties.
3. The place of jurisdiction is Luxembourg, unless the renter is a consumer, in which case the place of jurisdiction is indicated by the law.
4. The contract language is French. As far as Sixt provides the customer with a version in another language 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 French version and other versions of these GTC and other contractual conditions, the French version of these GTC always takes precedence over any translations.
5. 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.



General Terms and Conditions of Rental

6. Should any of the above terms & conditions be or become invalid or void in whole or in part, the validity of the remaining provisions shall remain unaffected.

O: Supplementary provisions for the use of the Sixt app

1. The renter may not pass on access data (e.g. login, pin, username, password etc.) to 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. Written records of the access data shall not be made so that the third parties can gain access to the services of Sixt.
2. For certain services Sixt requests that the renter demonstrates at regular intervals that he possesses a valid driving license. If the renter wishes to use services such as digital rental (e.g. SIXT share or Mobile Check-in), he is required to present his driving license to Sixt before starting a rental in accordance with the process specified by Sixt.
3. The renter is obliged to inform Sixt via e-mail (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 renter is prohibited from for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.