



GENERAL TERMS AND CONDITIONS FOR SIXT +

of

Sixt Belgium BV
Kouterveldstraat 6c
1831 Machelen
Belgium

(hereinafter referred to as "SIXT")

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These General Terms and Conditions of SIXT for SIXT+ ("**SIXT+ GTC**") govern the rights and obligations inherent in all contractual relationships within which SIXT provides vehicles to consumers or entrepreneurs (hereinafter each referred to as "**Customer**") within the scope of the "SIXT+" product for temporary use along with all associated services ("**SIXT+ Services**").

A: Basis of Contract

1. Basis: These SIXT+ GTC and, in addition thereto, the General Terms and Conditions of Rental of SIXT ("**SIXT Rent GTC**") at the time of the vehicle handover shall apply to the SIXT+ Services. The SIXT Rent GTC are on display in the SIXT branches and can be viewed at <https://www.sixt.be/>. Should any contradictions or ambiguities arise between these SIXT+ GTC and the SIXT Rent GTC, these SIXT+ GTC shall take precedence.
2. Updates: SIXT may update these SIXT+ GTC from time to time and make changes to the SIXT+ Services offered at its discretion. The Contract with the Customer ("**SIXT+ Contract**" or "**Contract**") is subject to the SIXT+ GTC and the SIXT Rent GTC applicable at the time of contract conclusion. SIXT may make changes to the SIXT+ GTC and/or the SIXT+ Services to be rendered under the Contract with the Customer during the term of the Contract to the extent that such changes do not put the Customer at an inappropriate disadvantage. As such, SIXT shall only make changes during the term of the Contract that are required (i) for legal, regulatory or security reasons or (ii) to further develop or optimise existing SIXT+ Services or (iii) to take due account of technological advances and to make technical adaptations or (iv) to safeguard the operability of SIXT vehicles, provided that such changes under (ii) to (iv) do not result in the SIXT+ Services being materially reduced. As far as reasonable, SIXT shall inform the Customer in advance about the planned changes and of their right to reject these changes during the current rental relationship in an appropriate way and within a reasonable period (e.g. by email or by means of an in-app notification). In the notification of changes, SIXT shall also provide information about where the Customer must send their rejection and the consequences of the Customer's non-rejection of such changes. The changes are deemed accepted by the Customer if the Customer does not reject them within 30 days after the notification.

B: Vehicle use and SIXT+ Services

1. Subject matter of the Contract: When entering into a SIXT+ Contract, the renter may hire a vehicle at participating SIXT branches in selected towns and cities in Belgium under the conditions applicable at the time of signing the Contract, and to return said vehicle to participating SIXT branches in Belgium. The applicable conditions together with a current list of participating SIXT branches can be viewed under <https://www.sixt.be/plus/offerlist/> or in the SIXT App.

2. Vehicle: The Customer rents a vehicle from the vehicle category selected by the Customer for the duration of the Contract. The Customer is not guaranteed to receive a particular model and has no right to a specific vehicle.
3. Vehicle exchange during the Contract term: During the term of the SIXT+ Contract, SIXT is entitled to exchange the vehicle handed over to the Customer in the event (1) the vehicle has reached a certain holding period or mileage, or (2) measures need to be carried out by SIXT on the vehicle, e.g. in the context of a manufacturer recall or corresponding service requirements of the vehicle. The Customer will be notified of the necessary vehicle exchange in due time by SIXT via email or through the SIXT App and is obliged to take all reasonable measures to facilitate the vehicle exchange. A vehicle exchange initiated by SIXT shall have no effect on the agreed Minimum Term (as defined below).

If the Customer does not return the vehicle or does not return it in time for the agreed exchange date, or if the vehicle exchange fails because the Customer does not perform another cooperation action required on its part (e.g. does not arrange an exchange appointment), a service fee of EUR 500.00 will be charged. The service fee will not be charged if the Customer proves that it is not responsible for the failure of the vehicle exchange or that SIXT has incurred no costs or significantly lower costs. SIXT is entitled to claim further damages. In this case, the service fee will be offset against any claim for further damages arising from the same breach of duty. As an alternative to charging the service fee, SIXT is entitled to extraordinarily terminate the Contract with immediate effect in accordance with section E.9.

If the Customer wishes to switch to another vehicle category during the contract term (hereinafter "**Requested Exchange**"), the Customer may submit a request to SIXT once per 30-day Billing Period. SIXT is not obliged to comply with the request. SIXT may offer the Customer a vehicle of another vehicle category, possibly in connection with an amendment to the contract, including an increase in the rental price. If the Customer accepts the corresponding offer, a service fee of EUR 49.00 will be charged.

4. Monthly mileage package, mileage vault, reporting of mileage: During the minimum term of the SIXT+ Contract, the Customer is entitled, in accordance with the selected mileage package, to a certain allowance of included kilometers ("**Mileage Vault**") per 30-day Billing Period. Included kilometers not used by the Customer within a 30-day Billing Period will be credited to the Customer's Mileage Vault. Credited included kilometers are automatically offset against any excess kilometers driven in one of the following 30-day Billing Periods. Upon termination of the SIXT+ Contract, any mileage credit accumulated in the Mileage Vault shall expire without replacement or compensation. The Customer shall have no right to reimbursement or transfer of the kilometer credit.

To verify vehicle safety and the contractually agreed included kilometers, SIXT may record the current mileage of the rented vehicle either automatically by means of appropriate telematics hardware or once per 30-day Billing Period by a manual query

to the Customer. In the latter case, the Customer will receive a corresponding prior request from SIXT (e.g. via in-app notification or e-mail). The mileage report must be submitted by the Customer no later than the last day of the 30-day billing period current at the time of the request. If the Customer has exceeded the contractually agreed included kilometers per 30-day Billing Period, the excess kilometers driven will be charged to the Customer in accordance with the agreed tariff, insofar as the mileage credit accumulated in the Mileage Vault is not sufficient to settle the excess kilometers driven.

If a Customer does not submit the current mileage to SIXT in accordance with the above provision, SIXT may charge the Customer, for each omitted report, an additional service fee (lump-sum damages) of EUR 9.99 for the first omission and EUR 19.99 for repeated omissions for contacting the Customer and subsequently recording the mileage in the respective next 30-day Billing Period. The service fee will not be charged if the Customer proves that it is not responsible for the omitted report or that SIXT has incurred no costs or significantly lower costs.

5. Additional driver: As a general rule, the vehicle may only be driven by the Customer. However, the Customer has the option of adding one or more additional drivers subject to a fee. With regard to the requirements for the additional driver's driving license, the provisions in section C of the Sixt Rent GTC apply accordingly. A fee is charged per additional driver and per 30-day Billing Period. The amount of the fee will be communicated to the Customer in advance when booking an additional driver.

From the time of registration, the agreed additional drivers will be designated as additional drivers in each 30-day Billing Period and charged to the Customer until the registration is removed by the Customer via the SIXT App or in consultation with a SIXT branch. When an additional driver is removed, the respective additional driver will be fully charged to the Customer until the end of the 30-day Billing Period current at the time of removal.

C: Online conclusion of contract, no right of withdrawal

1. Conclusion of a Contract: The product range presented online or in the SIXT App does not constitute a binding offer by SIXT but is intended to encourage the Customer to submit a binding offer. During the ordering process, the Customer may sign in using existing login credentials (email address) or register for the first time providing the information required for the creation of a user account. By submitting an order, the Customer submits a binding offer to SIXT to enter into a SIXT+ Contract. The Contract between SIXT and the Customer (together the "**Parties**") shall take effect when a communication is sent (e.g. by email) by SIXT in which receipt of the Customer's order and the conclusion of the Contract is confirmed. The Contract is concluded in the Dutch or French language.
2. Exclusion of the right of withdrawal: The right of withdrawal in respect of the SIXT+ Contract is excluded by law.

D: Vehicle handover

1. Vehicle handover: As part of the contract confirmation pursuant to section C.1 by SIXT, the place, date and time of the vehicle handover (in accordance with the details provided by the Customer during the booking process) will be confirmed to the Customer by SIXT. If the Customer does not collect the vehicle at the confirmed handover date, the SIXT+ Contract concluded with the Customer remains unaffected and is not terminated.
2. Means of payment: Upon vehicle handover, the Customer is obliged to present the means of payment specified at the time of booking. The means of payment must be issued in the name of the Customer. If the Customer cannot present the corresponding means of payment at the handover appointment and no agreement can be reached on an alternative means of payment at the handover appointment, SIXT may refuse to hand over the vehicle. Such refusal does not affect the SIXT+ Contract concluded with the Customer.
3. Damage: Any damage known at the time of vehicle handover is recorded in the rental agreement. The Customer is obliged to carefully check the vehicle for further damage before starting the journey and to notify SIXT of such damage without undue delay.

E: Contract terms, termination, billing period, fees and payment modalities

1. Term of Contract: The Contract shall run, depending on the option selected by the Customer, for the agreed minimum term, starting on the confirmed vehicle pick-up date (the “**Minimum Term**”). The selectable options (contract term and corresponding price) are displayed at the time of booking.
2. Renewal of Contract: The Contract ends upon expiry of the Minimum Term selected by the Customer if the Customer returns the vehicle to a SIXT branch at the end of the Minimum Term. If the Customer does not return the vehicle to a SIXT branch at the end of the Minimum Term, the Contract shall automatically be renewed for consecutive 30-day periods (each a “**Renewal Term**”), unless terminated by either party in accordance with section E.4.1.
3. Subscription Pause: The Customer may pause the Contract at any time for a period of at least 14 days and up to a maximum of 90 days (hereinafter “**Subscription Pause**”). After the end of a Subscription Pause, there must be a period of at least one uninterrupted 30-day Billing Period before the Customer can make use of a new Subscription Pause.
 - 3.1 Announcement and start of the subscription Pause: A subscription pause must be notified to SIXT in advance via the corresponding buttons in the SIXT App. The prerequisites for a Subscription Pause are (i) the indication in the SIXT App of a date for the start (at the earliest on the following day) and the end of the Subscription Pause and (ii) the return of the vehicle rented by the Customer. After notification of the Subscription Pause, the Customer must return the vehicle to a SIXT branch during opening hours no later than the specified start date of the Subscription Pause. If the Customer returns the vehicle in due time, the Subscription Pause begins as notified in the SIXT App. The Minimum Term

is automatically extended by the duration of the Subscription Pause. The current 30-day Billing Period ends prematurely at the start of the Subscription Pause. It is clarified that an early return of the vehicle prior to the start date of the Subscription Pause does not lead to an earlier start of the Subscription Pause, and SIXT is entitled to charge the Customer the rent up to the start date of the Subscription Pause. If a Subscription Pause is notified via the SIXT App but the vehicle rented by the Customer is not returned on the notified start date of the Subscription Pause, the Subscription Pause notified by the Customer lapses and the SIXT+ Contract continues automatically without a Subscription Pause.

3.2 Resumption of the contract after the Subscription Pause: After expiry of the agreed Subscription Pause, the Customer is obliged, on the agreed continuation date, to pick up a vehicle of the agreed vehicle category at the SIXT station at which the Customer collected the original vehicle (the “**SIXT Contract Station**”). By collecting the vehicle, the SIXT+ Contract continues under the terms and prices agreed before the start of the Subscription Pause. The continuation triggers a new 30-day Billing Period. If the Customer uses a Subscription Pause during the Minimum Term and does not pick up the vehicle at the SIXT Contract Station on the agreed continuation date, the provisions for early vehicle return pursuant to section E.4.2 shall apply accordingly. If the Customer uses a Subscription Pause during a Renewal Term and does not pick up the vehicle at the SIXT Contract Station on the agreed continuation date, the Contract shall be deemed terminated as of the agreed continuation date.

3.3 Obligations during the Subscription Pause: During the Subscription Pause, the primary obligations of the Parties under the SIXT+ Contract are suspended, i.e. during the Subscription Pause, SIXT is not obliged to provide the Customer with a vehicle of the booked vehicle category and the Customer is not obliged to make rental payments to SIXT.

4. Termination, end of contract:

4.1 General: Ordinary termination of the Contract shall be excluded during the Minimum Term. The Customer may terminate the Contract at the end of the agreed Minimum Term by returning the vehicle at the end of the Minimum Term at a SIXT branch. During the Renewal Term, either Party may terminate the Contract with a notice period of 14 days at the end of each Renewal Term.

4.2 Early return: If the Customer returns the rented vehicle to a SIXT branch in breach of the Contract before the end of the Minimum Term, SIXT may recover the discount on the rental price granted to the Customer for the Minimum Term selected by the Customer. The discount recoverable by SIXT reflects the difference between the reduced rental price the Customer actually paid and the rental price the Customer would have paid had the Customer, at the time of Contract conclusion, selected the longest available Minimum Term already completed on the early return date. In case the shortest available Minimum Term has not yet been completed on the early return date, the applicable price for a

long-term rental (<https://www.sixt.be/>) shall be the relevant comparison price. SIXT shall notify the Customer of the recoverable discount amount in writing.

5. Starting fee: Unless otherwise agreed, a starting fee is payable in accordance with the conditions valid at the time of conclusion of the Contract and displayed during the booking process; this is due together with the first billing of the contractually agreed rental price and is independent of the respective Minimum Term. The Customer is not entitled to reimbursement of the starting fee unless SIXT fails to perform the Contract for a reason attributable to SIXT.
6. Customer rate, due date, billing, rent increase: In deviation from section E.1 of the Sixt Rent GTC, the contractually agreed rental price is generally calculated periodically in time periods of 30 days each (each a “**30-day Billing Period**”), and any starting fee is charged in the context of the first billing. The rent for the first 30-day Billing Period and any starting fee are due, depending on the type of reservation, upon booking and at the latest upon collection of the vehicle. By receiving advance payments, SIXT is not obliged to pay interest. All prices include statutory VAT. Where the Sixt Rent GTC refers to time periods of 28 days or to a “monthly rent”, the respective 30-day Billing Period of the SIXT+ Contract applies instead.
7. Accepted means of payment: To pay the contractually agreed rental price and any starting fee, the Customer must specify a means of payment accepted by SIXT during the online ordering process (e.g. credit/debit card). The Customer authorizes SIXT to charge the contractually agreed remuneration (rent, one-off fees, additional charges etc.) to the specified means of payment. The Customer remains responsible for outstanding amounts. If a payment cannot be successfully processed because the specified means of payment has expired, does not have sufficient funds, or the payment fails for another reason, the Customer will receive a notification from SIXT (e.g. e-mail or in-app push message) requesting the provision of a valid means of payment. The Customer then has time, within a period set by SIXT, which shall not be less than 24 hours from receipt of the above notification, to provide a valid means of payment in the SIXT App from which the contractually agreed payments can be debited or collected. The Customer may update its means of payment at any time in the SIXT App. Following each update, the Customer authorizes SIXT to continue to charge the relevant means of payment.
8. Security (deposit): Unless otherwise agreed, the Customer is obliged, upon vehicle handover, to provide a deposit as security for the fulfilment of its obligations under the Contract in addition to the rental price. The amount of the deposit will be displayed to the Customer during the booking process. SIXT is not obliged to hold the security separately from its assets. The security does not bear interest.
9. Vehicle return: The Customer must arrange an appointment to return the vehicle via the SIXT App at a SIXT branch at least seven (7) days before the end of the current 30-day Billing Period in which the vehicle must be returned.

The vehicle must be returned in a clean condition (inside and outside) so that existing damage can be recorded. Otherwise, SIXT may have the vehicle cleaned at the Customer's expense.

Upon return, SIXT will inspect the condition of the vehicle and record any vehicle damage in a report. The Customer has the right to be present at the inspection of the vehicle and the recording of vehicle damage. SIXT and the Customer acknowledge the respective report as the basis for the billing of vehicle damage.

10. Extraordinary termination: The right of both Parties to extraordinarily terminate the Contract remains unaffected.

An important reason entitling SIXT to extraordinarily terminate exists, in particular, if

- 10.1 a due payment via the means of payment specified by the Customer is not fully settled, in particular if the payment cannot be covered by the means of payment;
- 10.2 the Customer drives without a valid driving authorization or attempts to enter a country in a zone in which the use of the rented vehicle category is not permitted; the restrictions applicable to foreign use for the respective vehicle category are specified in the rental agreement;
- 10.3 the Customer does not return the vehicle to SIXT contrary to SIXT's instruction pursuant to section B.2 and despite a reasonable grace period;
- 10.4 the Customer does not take over the vehicle contrary to section D.1;
- 10.5 the Customer does not present a means of payment accepted by SIXT contrary to the obligation in section D.2 or E.6;
- 10.6 the Customer does not collect the vehicle after expiry of the Subscription Pause contrary to the obligation in section E.2.2;
- 10.7 the Customer uses the vehicle contrary to the agreed permissible use pursuant to section C.7 of the Sixt Rent GTC;
- 10.8 the Customer hands over the vehicle without authorization to a third party, i.e. to a person who has not been authorized by SIXT as an authorized driver;
- 10.9 the Customer returns the vehicle in breach of contract before the expiry of the Minimum Term;
- 10.10 one of the cases regulated in section K.1 or K.2 of the Sixt Rent GTC exists.

F: Final provisions

1. Applicable law: The law of Belgium applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the Customer is a consumer with residence in the European Union, the law of the country in which the Customer has its residence may also apply, insofar as mandatory legal provisions are concerned.

2. Contract language: The contract language is Dutch or French. If SIXT provides the Customer with an English version of these SIXT+ GTC in the context of concluding the Contract, this shall be deemed a non-binding translation and a non-binding service provided by SIXT only. In the event of discrepancies, ambiguities or contradictions between the Dutch or French version and the English version of these SIXT+ GTC, the Dutch or French version shall always prevail.