



# **General Terms and Conditions of Rental for SIXT+**

of

Sixt GmbH & Co. Autovermietung KG

Zugspitzstraße 1

DE 82049 Pullach

(hereinafter referred to as "Sixt")

Last amended in:

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## General Terms and Conditions of Rental – SIXT+

These General Terms and Conditions of Rental for SIXT+ (“SIXT+ GTC”) govern the rights and obligations inherent in all contractual relationships within which Sixt GmbH & Co. Autovermietung KG, Zugspitzstraße 1, DE 82049 Pullach (hereinafter referred to as “Sixt”) provides vehicles to consumers (section 13 of the German Civil Code [BGB]) or entrepreneurs (section 14 BGB) (hereinafter jointly referred to as “Customer”) within the scope of the “SIXT+” product for temporary use along with all associated services (“SIXT+ Services”).

### A: Scope of validity

1. Material scope: These General Terms and Conditions of Rental for SIXT+ (SIXT+ GTC) and, in addition thereto, the General Terms and Conditions of Rental for Sixt GmbH & Co. Autovermietung KG (GTC) apply to the SIXT+ Services as amended at the time of the vehicle being handed over. The General Terms and Conditions of Rental (GTC) are on display in the rental branches and can be viewed at [www.sixt.de](http://www.sixt.de). Should any contradictions or ambiguities arise between these SIXT+ GTC and the General Terms and Conditions of Rental (GTC), these SIXT+ GTC shall take precedence over the General Terms and Conditions of Rental (GTC).

To the extent that the Customer is an entrepreneur (section 14 BGB), any other general terms and conditions of said Customer do not apply, even in cases, for instance, where Sixt does not expressly rule out the validity thereof or where Sixt provides the services without reservation whilst being aware of the Customer’s general terms and conditions.

2. Updates: Sixt may update these SIXT+ GTC from time to time and make further changes to the Sixt Services offered at its discretion. The contract with the Customer is subject to the SIXT+ GTC and the General Terms and Conditions of Rental (GTC) for Sixt applicable at the time the vehicle rental begins. 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 rental agreement (i) that are required 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 services agreed under the contract being materially reduced. As far as is 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 of time (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 what consequences will result if the Customer does not reject said changes. The changes are deemed accepted by the Customer if they do not reject them within 30 days.

### B: Vehicle use and Sixt services

1. Subject matter of the contract: When entering into a SIXT+ contract, the Customer may hire a vehicle at participating SIXT branches in selected towns and cities in Germany under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches in Germany. The applicable conditions together with a current list of participating towns and cities can be viewed in the online booking section at <https://www.sixt.de/plus> or in the Sixt app.
2. Vehicle: The Customer rents a vehicle from the selected category 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. Swapping vehicles during the rental term: As Sixt is a premium provider, it only holds vehicles, including vehicles subject to these GTC, for a certain period of time and until a certain mileage is reached. Therefore, Sixt is entitled, during the term of the contract, to swap the vehicle provided to the Customer if the vehicle has been held by the company for a certain period of time or has reached a certain mileage. Depending on this holding period or the mileage, it may be necessary to swap a vehicle provided to a customer with another vehicle of equal value, i.e. belonging to the category agreed in the contract, during the term of the contract. The Customer shall be informed in good time about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt branch as well as to comply with any other measures required of them for the vehicle swap.

If Sixt initiates a vehicle swap during the term of the contract because the mileage limit or holding period of the vehicle that is provided to the Customer has been reached, this is not considered a vehicle return as defined under Section E: item 2 and thus not as a termination of the contractual relationship.

If the Customer fails to return the vehicle or fails to return the vehicle on time at the specified date, a service fee (standardised compensation) shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Germany under <https://www.sixt.com/rental-information/#/>. The service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

If the customer wishes to change to another vehicle category or to another vehicle model of the same vehicle category during the term of the contract, he can submit a request to

Sixt once per billing period ("desired exchange"). Sixt will check the request accordingly and, if necessary, make the customer an appropriate offer for a vehicle exchange. Sixt reserves the right to reject the customer's request without giving reasons. If the vehicle exchange results in a price difference between the vehicle category previously driven and the new vehicle category, price surcharges will always be calculated for the current billing period and all subsequent periods. Should a price reduction result from the vehicle exchange, the reduced price will only apply from the next billing period (in 30 days at the latest). For this desired exchange, a processing fee will be charged in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Germany under <https://www.sixt.com/rental-information/> regardless of whether it is the same or a higher/lower vehicle category.

4. Reporting the number of kilometres driven (mileage): In order to monitor the safety of the vehicle and the contractually agreed number of kilometres that can be driven, the Customer is obliged to inform Sixt of the current mileage of the rental vehicle once every 30-day billing period for the duration of the contract. The Customer receives a request from Sixt to report the mileage (e.g. via e-mail or an in-app notification). Said report must be provided by the Customer no later than on the last day of the billing period in which the notification was sent. If the Customer exceeds the contractually agreed mileage for a 30-day billing period, the Customer shall be charged for the additional kilometres driven in accordance with the agreed tariff. Any mileage included in the rental fee but not consumed during a billing period is credited to the Customer and may be used in a subsequent billing period.

If a Customer fails to submit the mileage driven to Sixt in contravention of the aforementioned provision, Sixt may charge an additional service fee (standardised compensation) to the customer in accordance with the applicable table of fees (available at <https://www.sixt.com/rental-information/#/>) for contacting the customer and for recording the kilometres driven retrospectively in the course of the next respective billing period. The service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees.

5. Additional driver: In general, the vehicle may only be driven by the customer. However, the customer has the option to add one or more additional drivers for a fee. If the vehicle is also driven by persons other than the customer, a fee will be charged for each additional driver per billing period. The fee will be communicated to the customer in advance as part of the booking of an additional driver.

The prerequisite for the registration of an additional driver is the presentation of the original driver's license of the respective additional driver. The presentation of the original driver's license can be made at any time physically at a Sixt station or digitally via the Sixt app. In order to add an additional driver via the Sixt app, the additional driver must be registered and activated for the digital rental in the Sixt app. In the Sixt app, the additional driver will be asked to provide proof of a current driver's license during registration and at

regular intervals thereafter. The supplementary provisions for the use of the Sixt App apply in accordance with the General Rental Terms and Conditions (GTC) of Sixt.

From the time of entry, the added additional drivers will be shown as additional drivers in each billing period and charged to the customer until the entry is removed by the customer via the app or the supervising station. Upon removal of an additional driver, the customer will be charged in full for the applicable additional driver until the end of the billing period in effect at the time of removal.

### **C: Entering into an online contract, no right of withdrawal**

1. Entering into a contract: The product range presented online or in the app does not constitute a binding offer by Sixt, but instead is intended to motivate the Customer to submit a binding offer. During the ordering process, the Customer may sign in using existing login credentials (email address) or to register for the first time and to provide the information required for a contract. By completing the information required for the user account and submitting the order by clicking on the order button “Order and Pay”, the Customer submits a binding offer to Sixt to enter into a contract. The contract between Sixt and the Customer takes effect by confirmation being sent (e.g. by email), generally shortly after the Customer submits their binding offer. In this confirmation, Sixt confirms receipt of the Customer’s order (confirmation of receipt) and that the contract has been effected. The contract is made in German.
2. Exclusion of the right of withdrawal Pursuant to section 312g (2) no. 9 of the German Civil Code (BGB), the Customer has no right of withdrawal, i.e. it is not possible for the Customer to revoke their declaration of intent to enter into the SIXT+ contract.

### **D: Picking up the vehicle**

1. Picking up the vehicle: When confirming the contract, Sixt informs the Customer of the exact place, date and time where and when the Customer can pick up the vehicle. It is not possible to change or otherwise move the place, date and time for the handover as confirmed by Sixt. If the Customer fails to pick up the vehicle on the confirmed pick-up date, the contract entered into with Sixt by the Customer remains unaffected and is not terminated. The Customer has a period of 29 days following the originally confirmed pick-up date to take possession of the vehicle at the Sixt branch in question. Should the Customer fail to pick up the vehicle during this period of time, the SIXT+ contact shall automatically terminate at the end of the first 30-day billing period, without the need for a separate notice of termination.

When taking possession of the vehicle, the Customer is required to present the payment method used when making the online booking. The payment method must be issued in the name of the SIXT+ contracting party. If the Customer is unable to present the corresponding payment method when picking up the vehicle, and if it is not possible to

agree on an alternative payment method at this time, Sixt may refuse to hand over the vehicle. In such an event, the Customer shall be given the opportunity to present a valid payment method within a period of 29 days. If the Customer fails to present a valid payment method within the aforementioned period of time, Sixt shall be entitled to withdraw from the contract. In such cases, the Customer shall be unable to assert any claims for non-performance or for reimbursement of rental fees paid in advance and for the one-off fees.

### **E: Term of the contract, termination, billing period, fees and payment terms**

1. Term of the contract: The contract runs for the minimum term chosen by the customer and agreed in the contract and begins on the date of vehicle handover communicated to the customer by SIXT with binding effect. After expiry of the agreed minimum term, the contract term is automatically extended for an indefinite period at the price agreed upon conclusion of the contract if the contract is not terminated by one of the parties in accordance with the provisions of these SIXT+ GTC.
2. Subscription pause: The customer may pause the subscription with effect from the next billing period for a period of 7 days up to a maximum of 90 days ("subscription pause").
  - Announcement and start of the subscription pause: A subscription pause must be announced to Sixt in advance via the corresponding buttons in the SIXT app. The prerequisite for the subscription pause is the specification of a binding date for the end of the subscription pause and for the continuation of the SIXT+ contract in the SIXT app as well as the return of the vehicle rented by the customer. After valid announcement of the subscription break, the customer can return the vehicle to a Sixt station in Germany at the latest by the end of the current billing period. If the customer returns the vehicle by the end of the current billing period, the Subscription Pause begins with the billing period following the vehicle return. Periods in which the subscription is paused do not reduce the contractually agreed minimum term.

It is clarified that an early return of the vehicle before the end of the current 30-day billing period does not lead to an immediate Subscription Pause and Sixt is entitled to charge the customer for the rental until the end of the current billing period.

If a subscription pause is announced via the SIXT App, but there is no return of the vehicle rented by the customer prior to the start of the next billing period, the option for a subscription pause announced by the customer expires and the SIXT+ contract is automatically extended for another 30-day billing period.

- Resumption of the subscription after the subscription pause: After the expiration of the agreed subscription pause, the customer will pick up a vehicle of the agreed vehicle group at his supervising Sixt station (station of initial pickup of a SIXT+ vehicle

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at the beginning of the SIXT+ contract) on the agreed continuation date. By picking up the vehicle, the SIXT+ contract is continued at the conditions and prices agreed upon before the beginning of the subscription pause and is extended by another 30-day billing period. If the vehicle is not collected from the SIXT station in due time on the announced continuation date, the SIXT+ contract ends automatically at the end of the agreed continuation date, provided that the contractually agreed minimum term has expired. In the event that the contractually agreed minimum term has not yet expired on the agreed continuation date, the SIXT+ contract shall only end upon expiry of the agreed minimum term.

- Fees during the subscription pause: During the subscription pause, the primary obligations of the parties from the SIXT+ contract are suspended, i.e. Sixt is not obligated to provide the customer with a vehicle of his booked vehicle group during the subscription pause and the customer is not obligated to make rental payments to Sixt during the subscription pause.

For the subscription pause, a one-time fee may be due according to the conditions valid at the time of the conclusion of the contract and presented in the booking process, which is due together with the last statement before the beginning of the subscription pause and is independent of the respective term of the subscription pause.

### 3. Termination by customer, end of contract:

- 3.1. General: The customer is entitled to terminate the contractual relationship by returning the vehicle to a SIXT station. Returning the vehicle to a SIXT station is deemed to be an ordinary declaration of cancellation. If the vehicle is returned after the agreed minimum term has expired or if no minimum term has been agreed, the SIXT+ contract ends with effect from the end of the 30-day billing period running on the respective return date. The provisions of Section E: Clause 7 (Vehicle return) apply to the return of the vehicle.
- 3.2. The customer is a consumer (§ 13 BGB): If the vehicle is returned during an ongoing contractually agreed minimum term, the SIXT+ contract ends with effect from the end of the agreed minimum term. It is clarified that returning the vehicle before the end of an agreed minimum term or before the end of the 30-day billing period running at the time of return does not lead to premature termination of the contract and SIXT is entitled to charge the customer for the rental up to the agreed end of the contract.
- 3.3. The customer is a trader (§ 14 BGB): If the customer is or acts on behalf of a company within the meaning of Section 14 BGB and culpably returns the vehicle before the end of the agreed minimum term of 6 or 12 months, the SIXT+ contract shall end with effect from the end of the 30-day billing period running on the respective return date

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and a contractual penalty of 50% of the rental sum still outstanding for the remaining term, i.e. until the end of the contractually agreed minimum term, shall become due.

4. Termination by Sixt: Sixt is entitled to terminate the contract subject to a notice period of 14 days with effect from the end of the 30-day billing period in which the notice of termination is received. Termination by Sixt must be sent in text form at the very least (email suffices). However, termination of the contract by Sixt is not permitted before the expiry of an agreed minimum term and may otherwise take place at the earliest after the expiry of 3 months after the start of the contract.
5. Sign-up fee: A one-off sign-up fee is charged when the contract is signed in accordance with the applicable conditions outlined in the booking process at the time of entering into the contract, and is payable together with the contractually agreed rental fee for the first billing period regardless of the respective term. The Customer is not entitled to a refund of the sign-up fee, except in cases specified by law.
6. Customer tariff, due date, rental fee increase: The contractually agreed rental fee, together with any optional extras used, must be settled in full. The contractually agreed rental fee is normally charged in advance for the upcoming period of 30 days (so-called "30-day billing period"), while the sign-up fee is due when the first rental fee is billed. The rental fee for the first 30 days (minimum term) is payable promptly after receiving confirmation of the online booking. Sixt is not required to pay interest on advance payments received. All prices are inclusive of statutory VAT.

Sixt reserves the right to adjust the rental fee due to changes that have occurred in the cost factors that are decisive for the price formation, in particular in the case of cost increases for vehicle purchase, energy, operating materials, wages and salaries or in the case of a persistent vehicle shortage, even during the term of the contract. An adjustment of the rental price shall be announced to the customer with a notice period of at least 8 weeks before the change takes effect. If an increase amounts to more than 5%, the customer is entitled to terminate the contract if the increase is unacceptable to him. A claim for damages by the customer is excluded in this case.

7. Accepted payment method: The Customer must provide a valid payment method during the online ordering process in order to pay the contractually agreed rental price as well as the sign-up fee. The customer authorises Sixt to debit the contractually agreed fee (rental fee, one-time fees, additional fees etc.) from the specified payment method. The customer remains responsible for all outstanding amounts. If a payment cannot be successfully processed because the payment method provided has expired, does not have sufficient credit or the payment fails for any other reason, and the contract has not been duly terminated, the customer shall receive a notification (e.g. email or in-app push message) from Sixt with the request to deposit a valid payment method. The Customer



then has 24 hours following receipt of the aforementioned notification to file a valid payment method in the Sixt App, from which the contractually agreed payments can be debited or collected. If the Customer fails to comply with this obligation within the aforementioned period, Sixt is entitled to demand the immediate return of the vehicle from the Customer and to block access to the offered service until a valid payment method has been successfully debited.

The Customer can update their payment method in the Sixt App at any time. Following each update, the Customer authorises Sixt to continue charging the payment method in question.

8. Security (deposit): The customer is obliged to pay a deposit in addition to the rental price when taking over the vehicle 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 [www.sixt.de/mietinformationen/#/](http://www.sixt.de/mietinformationen/#/). The vehicle group of a vehicle can be determined at any time online under [www.sixt.de/fahrzeugmodelle/](http://www.sixt.de/fahrzeugmodelle/) or requested by telephone or in each Sixt station. Sixt is not obliged to invest the deposit separately from its assets. No interest is paid on the deposit. Sixt may assert the claim to the provision of security even a long time after the beginning of the rental relationship.
9. Vehicle return: Notwithstanding the option of terminating the contract by returning the vehicle to any Sixt branch, the Customer must use the Sixt app to arrange an appointment to return the vehicle at least seven days before the end of the current billing period and agree on a binding return date to a Sixt branch.

An additional service fee (standardised compensation) according to the table of fees is payable if

- (i) the Customer does not arrange a return date and brings back the vehicle to a Sixt branch without prior notice or
- (ii) the Customer arranges a return date but fails to keep it or
- (iii) the Customer arranges an appointment to return the vehicle, but then returns the vehicle to a different Sixt branch to the one indicated in the appointment.

The aforementioned service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

10. Termination for cause: The right of both parties to terminate the contract for cause remains unaffected.

Sixt is entitled to terminate the contract for cause particularly in the following cases:

- The payment method provided by the Customer is not covered
- The Customer violates applicable laws and regulations
- The Customer drives without a driving licence or attempts to enter a country belonging to a zone for which cross-border journeys for the rental category are prohibited
- The Customer uses the Sixt vehicle in a way that contravenes the contractually agreed and permitted use
- The Customer puts the value of the Sixt vehicle at risk by neglecting the duties of care incumbent upon them
- The Customer gives the vehicle to an unauthorised third party, i.e. to an individual who has not been authorised by Sixt to drive the vehicle
- The Customer does not hand the Sixt vehicle over to Sixt at the latter's instruction
- The Customer seriously or repeatedly violates these SIXT+ GTC or the General Terms and Conditions of Rental (GTC) and fails to remedy the violation promptly despite being warned by Sixt.

### **F: Booking optional extras**

1. Optional extras when booking online: If the Customer books optional extras when entering into the contract online or when picking up the vehicle at the Sixt branch, which are not included in the rental price (e.g. satellite navigation, child seat, etc.), these optional extras shall be billed in the subsequent 30-day billing period. If an optional extra is only booked when the vehicle is picked up at the branch, the respective fee shall be authorised on the corresponding payment method until the next bill is due.
2. Optional extras during the term of the contract: The Customer is able to view the optional extras (e.g. booked mileage packages) booked via their user account in the SIXT App at any time during the term of the contract and to adjust them for future billing periods. The availabilities and tariffs displayed in the SIXT app apply here. Optional extras booked subsequently are billed with the next invoice and charged until they are cancelled by the Customer. Optional extras can always only be booked for a full 30-day billing period.

### **I: Final provisions**

1. Applicable law: The law of the Federal Republic of Germany applies whereby the provisions of the United Nations Convention on the International Sale of Goods are expressly excluded. If the Customer is a consumer residing in the European Union, the law of the country in which the Customer is domiciled may also apply insofar as this relates to compelling legal regulations.

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2. Severability clause: Should any of the above terms and conditions be or become invalid or void in whole or in part, the validity of the remaining provisions shall remain unaffected. Section 139 of the German Civil Code (BGB) does not apply.
  
3. Contractual language: The language of the contract is German. As far as Sixt provides the customer with an English version of these Sixt+ GTC upon the conclusion of the contract, such version shall constitute only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and the English version of these Sixt+ GTC, the German version of these Sixt+ GTC shall prevail.