



GENERAL TERMS AND CONDITIONS OF RENTALS FOR SIXT+

of

Sixt rent a car Srl a socio unico

Via Rivoltana, 2 D

IT-20054 Segrate MI

Italia

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 Rent a Car S.r.l. Via Bolzano 63, 39057 Appiano s.s.d.v. (BZ), Italia (hereinafter referred to as “Sixt”) provides vehicles to consumers (article 3, paragraph 1, let. A) of the L.D. 206/2005) or entrepreneurs (article 3, paragraph 1, let. C) of the L.D. 206/2005) (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 Rent a Car S.r.l (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.it/cgn. 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 a professional, in accordance with article 3, paragraph 1, let. C) of the L.D. 206/2005 (hereinafter “Italian Consumer Code”), 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 Italy under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches in Italy. The applicable conditions together with a current list of participating towns

General Terms and Conditions of Rental – SIXT+

and cities can be viewed in the online booking section at <https://www.sixt.it/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 3 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 shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Italy under <https://www.sixt.com/rental-information/#/>. The service fee is not charged if the Customer demonstrates that it is 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 make a change to another vehicle category or to another vehicle model of the same vehicle category during the term of the contract, it may submit any such request to Sixt just once per billing period. Any such request of change may only be made after the minimum duration term of the contract has elapsed. Sixt will check the request of change and, if appropriate, make to the Customer an offer for a change of vehicle. 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 the implementation of this desired exchange, a processing fee will be charged to the Customer in accordance with the applicable table of fees, which can be accessed in Sixt's Rental

General Terms and Conditions of Rental – SIXT+

Information under <https://www.sixt.com/rental-information/#/>, regardless of whether it is the same or a higher / lower vehicle category.

4. **Cross-border journeys:** The Customer is permitted to drive the rented vehicle in Italy. It is possible to take the rented vehicle on cross-border journeys to Zone 1 countries (the list can be viewed in the General Terms and Conditions of Rental for Sixt by paying an additional fee taking the form of a monthly surcharge on top of the contractually agreed rental fee. It is prohibited to take the vehicle to countries other than those listed as Zone 1 countries. Any culpable infringement of this provision will be subject to a contractual penalty as set forth in the table of fees, which can be viewed in Sixt's Rental Information for Italy under <https://www.sixt.com/rental-information/#/>. 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 off-set against any claim for further compensation for damages stemming from the same breach of obligations.
5. **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 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 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.

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 communication, Sixt confirms receipt of the Customer's order ("Confirmation of Receipt") and that the contract has been effected. The contract is made in Italian.

General Terms and Conditions of Rental – SIXT+

2. Exclusion of the right of withdrawal Pursuant to Article 59, paragraph 1, let. N) of the Italian Consumer Code, the right of withdrawal of the Customer is excluded, for bookings made exclusively via remote means of communication (e.g. via homepage, app, e-mail, telephone, etc.) or outside the point of sale.

D: Picking up the vehicle, fuel regulations

1. Picking up the vehicle: With the Confirmation of Receipt, 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.

In this case, as well as in the case of cancellation of the reservation made through SIXT+ by the Customer, Sixt will charge the Customer, on the payment method presented by the latter during the reservation process, an amount equal to the first three days of rental (thus corresponding to 1/10 of the rental fee for the first billing period including the Sign-Up Fee), as a penalty, re-crediting to the Customer the remainder of the amount already charged at the time of the online reservation as rental fee and Sign-Up Fee, pursuant to paragraph E.5 below. 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 shall last, depending on the selected contract model, either (i) for an indefinite period of time or (ii) for the minimum term contractually agreed, and shall start on the date of the vehicle handover as bindingly communicated by Sixt to the Customer. It is underlined that in the case under (ii), after the expiry of the agreed minimum term, the contract duration shall be automatically extended for an indefinite period of time at the price agreed at the time of conclusion of the contract, unless the contract is terminated by either party in accordance with the provisions set forth in these SIXT+ GTC.
2. Subscription pause: The subscription can be paused by the customer for a period of 7 days up to a maximum of 90 days with effect from the next billing period ("subscription pause").

General Terms and Conditions of Rental – SIXT+

- Announcement and start of the subscription pause: A subscription pause must be announced in advance by the customer to Sixt via the corresponding button on the SIXT application. The prerequisites for a subscription break are:
 - A date must be set for the subscription to be resumed.
 - The vehicle must be returned before the subscription is renewed, i.e. before the end of the customer's current contract. The date is specified in the application before the break is validated.

Once the subscription pause has been announced and validated, the customer may return the vehicle to a Sixt branch in France no later than the end of the current billing period. If the customer returns the vehicle before the end of the current billing period, the subscription pause begins with the billing period following the return of the vehicle. A new reservation is then created in accordance with the customer's request. Periods in which the subscription is paused do not reduce the contractually agreed minimum term.

It is hereby clarified that an early return of the vehicle before the end of the current 30-day billing period does not result in an immediate pause in the subscription 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 application, but the rented vehicle is not returned by the customer before the start of the next billing period, the subscription pause option announced by the customer expires and the SIXT+ contract is automatically extended for a new 30-day billing period.

- Resumption of the subscription after the subscription break: After the subscription break has expired, the customer will collect a vehicle from the chosen vehicle group from their Sixt home branch (the branch where a SIXT+ vehicle was initially picked up at the start of the SIXT+ contract) on the agreed booking date. When the vehicle is collected, the SIXT+ contract continues under the conditions and at the price agreed before the start of the subscription break and is extended for a further 30-day billing period. If the vehicle is not collected from the SIXT branch 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 provisions of 3. shall apply.
- Charges during the subscription break: During the subscription break, the main obligations of the parties to the SIXT+ contract are suspended, i.e. Sixt is not obliged to provide the customer with a vehicle from its reserved vehicle group during the subscription break and the customer is not obliged to make rental payments to Sixt during the subscription pause.

General Terms and Conditions of Rental – SIXT+

A one-off fee may be payable for a subscription pause in accordance with the conditions valid at the time the contract is concluded and set out in the booking process. This fee will be charged on the last period/contract prior to the start of the subscription pause.

3. Termination by the Customer, end of contract:
 - 3.1. General: The Customer is entitled to terminate the contractual relationship by returning the vehicle to a SIXT branch. Returning the vehicle to a SIXT branch is deemed to be an ordinary declaration of termination in accordance with the provisions of this article 3. If the vehicle is returned after the agreed minimum term has expired or if no minimum term has been agreed, the SIXT+ contract shall end with effect from the end of the 30-day billing period running on the respective return date. The provisions of Section E: Clause 8 (Vehicle return) apply to the return of the vehicle.
 - 3.2. **The Customer is a consumer under article 3, paragraph 1, letter a) of the Italian Consumer Code:** If the vehicle is returned by such Customer during an ongoing contractually agreed minimum term, the SIXT+ contract ends with expiration of the agreed minimum term and SIXT remains entitled to charge the Customer for the rental up to the end of the agreed minimum term. Similarly, if the Customer returns the vehicle before the end of the 30-day billing period running on the return date, the SIXT+ contract ends on the expiry day of the running 30-day billing period and SIXT remains entitled to charge the Customer for the rental up to the end of the running 30-day billing period.
 - 3.3. **The Customer is a professional under article 3, paragraph 1, letter c) of the Italian Consumer Code:** If the vehicle is returned by such Customer during an ongoing contractually agreed minimum term, the SIXT+ contract shall nevertheless end directly on the expiry day of the 30-day billing period running at time of vehicle return. For this, a one-off fee of equal to 50% of the rental fee due for the remaining term is charged directly.
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 by the Customer. Termination by Sixt must be sent exclusively in writing, via email at the address indicated by the Customer at the time of execution of the contract or afterwards, or via certified post. However, in the event of a contract with an agreed minimum term, termination of the contract by Sixt is not permitted before the expiry of such agreed minimum term. In all other cases it is only possible for Sixt to terminate the contract once three months have passed since the contract began.
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

General Terms and Conditions of Rental – SIXT+

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 and due date: The contractually agreed rental fee, together with any applicable fees for requested optional extras, must be settled in full. The contractually agreed rental fee shall be charged by SIXT in advance for the upcoming period of 30 days, 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.
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 fees 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 file a valid payment method. The Customer then has 24 hours following receipt of the aforementioned notification to file a valid payment method, 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 its payment method in the Sixt App at any time. By each update, the Customer authorises Sixt to continue charging the payment method in question.

8. Vehicle return: Notwithstanding the option of terminating the contract at any time by returning the vehicle to any Sixt branch (without prejudice of the provisions of the preceding article 3), 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 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

General Terms and Conditions of Rental – SIXT+

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.

9. 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 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 Italian Republic applies to these SIXT+ GT. 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.
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.

General Terms and Conditions of Rental – SIXT+

3. The European Commission has set up an online platform (<http://ec.europa.eu/consumers/odr/>) for out-of-court dispute settlement, available in all EU languages.

4. The competent court shall be the Court of Bolzano if the renter is a commercial entity or a legal entity. In the case of customers regarded as consumers under the Consumer Code, the competent court will coincide with the place of residence of the consumer customer.

Under articles 1341 and 1342 of the Italian Civil Code, the Customer, after having carefully read, expressly approves and accepts the following clauses:

1. **B.3 – SWAPPING VEHICLES DURING THE RENTAL TERM**
2. **B.4 – CROSS-BORDER JOURNEYS**
3. **B.5 – REPORTING THE NUMBER OF KILOMETRES DRIVEN (MILEAGE)**
4. **C – RIGHT OF WITHDRAWAL**
5. **E – TERMINATION, BILLING PERIOD, FEES AND PAYMENT TERMS**
6. **I – FINAL PROVISIONS**