



General Terms and Conditions of Rental – SIXT+ –

# General Terms and Conditions of Rental for SIXT+

of

Sixt SAS  
RD 75, Route de Picardie  
60190 Avriigny, France  
RCS 411 207 012

- hereinafter referred to as  
"Sixt".

## General Terms and Conditions of Rental – SIXT+ –

SIXT+ is a product ("**SIXT+ Product**") offered by Sixt SAS (hereinafter referred to as "**Sixt**") to its customers (hereinafter jointly referred to as "**Customer**") consisting of a flexible online subscription taken out on the sixt.fr website. In return for a subscription fee and a monthly payment, this subscription allows Customers to rent a vehicle of a chosen category for a 30-day period, which is renewed automatically, unless terminated at any time by the Customer, as well as to benefit from services associated with a SIXT+ product ("**SIXT+ Services**">).

Subscriptions to a SIXT+ product can only be taken out online on the Sixt website or application, with Customers required to install the Sixt application for the purpose of monitoring the subscription and to benefit from SIXT+ services.

### A: Scope

SIXT+ Product and Services are subject to these SIXT+ General Terms and Conditions of Rental ("**SIXT+ GTC**"), and to the SIXT General Terms and Conditions of Rental ("**GTC**"), in their current version at the time of the rental, and to the special terms and conditions resulting from the SIXT+ rental agreement provided to the customer at the time of subscription and at each renewal.

The SIXT+ GTC and the GTC in force in France can be viewed at any time on the sixt.fr website.

All other general terms and conditions pertaining to the Customer shall not apply.

Sixt may update and modify the SIXT+ GTC and/or the SIXT+ Services during the term of the rental agreement concluded with the Customer, provided that such changes do not unduly disadvantage the Customer. In this respect, Sixt shall only make changes during the term of the rental agreement under the following conditions: (i) when such changes are necessary for legal, regulatory or safety reasons, or (ii) to continue the development or optimisation of existing SIXT+ Services, or (iii) to take into account technological advances and make technical adaptations, or (iv) to keep Sixt vehicles operational, provided that such changes under points (ii) to (iv) do not result in a substantial reduction in the services agreed under the rental agreement.

### B: Use of Sixt+ vehicle and services

1. Purpose of the agreement: When entering into a SIXT+ agreement, the Customer may rent a vehicle from participating Sixt branches located in selected cities in France, under the conditions applicable at the time of signing the contract, with said vehicle being returned to participating Sixt branches located in France. The applicable terms and conditions, as well as an up-to-date list of participating cities, can be viewed in the online booking section at <https://www.sixt.fr/plus> or in the Sixt application.
2. Vehicle: The Customer rents a selected category of vehicle during the term of the contract. The Customer has no guarantee that they will receive a particular model, and cannot demand a specific vehicle.
3. Exchange of vehicles at the request of Sixt during the rental period: In compliance with the obligations agreed with the vehicle manufacturers of its fleet, Sixt only holds said vehicles, including those subject to these Sixt+ GTC, for a certain period of time and until a certain mileage is reached. Consequently, Sixt is entitled to exchange the vehicle provided to the Customer during the term of the agreement if the holding period and/or mileage of the vehicle have been reached.

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In this case, the vehicle held by the Customer must be exchanged during the course of the rental agreement with another vehicle of equivalent value (i.e. belonging to the category set out in the agreement, during the term of the agreement). The Customer shall be informed in a timely manner of the need to exchange the vehicle by the relevant Sixt branch. The Customer shall then be required to return the vehicle on the date, time and to the branch specified by the latter, and to comply with any other measures that may be required for the vehicle exchange.

Vehicle exchange during the term of the contract due to the mileage limit or the holding period of the vehicle provided to the Customer being reached may not be considered a vehicle return, as defined in point E.2 hereof, nor as an early termination of the contractual relationship.

If the Customer does not return the vehicle, or does not return the vehicle at the specified date and time, a service fee shall be payable in accordance with the table of applicable fees, which can be viewed in Sixt's Rental Information for France at <https://www.sixt.fr/autres-services/informations-generales/>. These service fees shall not be invoiced if the Customer demonstrates that they are not responsible for the circumstances leading to said invoice. Sixt is also entitled to claim additional compensation for any damages suffered. In this case, the service fees will be offset against the additional compensation claim.

4. Change of vehicle category at the Customer's request during the rental period: The Customer may not claim the right to a change of vehicle model during the term of their contract, including successive renewals. The Customer may, however, change vehicle category during the course of their contract and successive renewals. In this case, in addition to the increase in the rental amount for a higher category of vehicle, service fees shall be payable in accordance with the table of applicable fees, which can be viewed in Sixt's Rental Information for France at <https://www.sixt.fr/autres-services/informations-generales/>.
5. Cross-border travel: The Customer is authorised to drive the rented vehicle in France. Use of the vehicle in Zone 1 countries (the list can be viewed in the appendix to the Sixt SAS General Terms and Conditions of Rental) is possible by paying additional fees in the form of a monthly supplement, in addition to the rental amount agreed under the contract.  
The vehicle may not be brought into countries other than those listed in Zone 1. Any breach of this prohibition shall be subject to a contractual penalty, as defined in the table of applicable fees, which can be viewed in Sixt's Rental Information for France at <https://www.sixt.fr/autres-services/informations-generales/>.
6. Declaration of the number of kilometres driven (mileage): The SIXT+ agreement provides for a number of kilometres included in the rental amount per 30-day contractual period. To check the safety of the vehicle and the number of kilometres actually driven, the Customer is required to inform Sixt of the rental vehicle's current mileage once every 30 billing days, throughout the term of the contract. The Customer receives a request from Sixt to declare the mileage (e.g. via a notification in the application). This mileage declaration must be provided by the Customer no later than the last day of the billing period during which the notification was sent. If the Customer exceeds the contractually agreed mileage for a 30-day billing period, they will be invoiced for the additional kilometres driven, in accordance with the agreed rate. Any mileage included in the

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rental but not used during a billing period is credited to the Customer and can be used during a subsequent billing period.

If the Customer does not inform Sixt of the mileage driven, additional service fees may be invoiced to them, in accordance with the table of applicable fees (available at <https://www.sixt.fr/autres-services/informations-generales>). This is to compensate Sixt for the costs incurred in contacting the Customer and recording the distance driven retrospectively during the following billing period. These service fees shall not be invoiced if the Customer demonstrates that they are not responsible for the failure to declare the mileage driven.

### C: Conclusion of an online contract without right of withdrawal

1. Conclusion of a contract: As part of the booking process for a SIXT+ Product, the Customer either identifies himself/herself using his/her existing login credentials (email address), or registers for the first time and provides the required information. By completing the registration information, and in submitting the order by clicking on "Finalise and pay", the Customer submits a binding offer to Sixt to conclude a contract. The contract between Sixt and the Customer takes effect following a confirmation being sent (e.g. by email), usually within a short time of the Customer submitting their binding offer. In this confirmation, Sixt confirms the receipt of the Customer's order (confirmation of receipt) and the conclusion of the contract. The contract is drawn up in French.
2. Exclusion from the right of withdrawal: In accordance with Article L221-28 of the French Consumer Code, the Customer does not have any right of withdrawal. The commitment to Sixt is made as soon as the order is sent.

However, the Customer remains free to terminate the contract prior to picking up the vehicle at the branch. In this case, early cancellation fees are invoiced to the Customer. The amount of these fees can be viewed at <https://www.sixt.fr/autres-services/informations-generales>. The difference between the first rental amount paid and the cancellation fees invoiced to the Customer is reimbursed to the latter by Sixt.

### D: Taking possession of the vehicle

Upon confirmation of the contract, Sixt informs the Customer of the exact location, date and time at which the Customer can collect the vehicle. The contract takes effect at this date and time. It is not possible to change or amend the place, date and time of delivery, as confirmed by Sixt. If the Customer does not collect the vehicle at the confirmed pick-up date and time, the contract between Sixt and the Customer remains unchanged and is not terminated. The Customer has a period of 29 days following the initially confirmed pick-up date to take possession of the vehicle at the relevant Sixt branch. If the Customer does not collect the vehicle during this period, the SIXT+ contract will automatically end at the conclusion of the first 30-day billing period, without the need for a specific notice of termination.

The Customer is required to present the payment method used in their online booking when taking possession of the vehicle. The payment method must be issued to the surname and first name of the SIXT+ contracting party. If the Customer is unable to present the corresponding

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payment method when taking possession of the vehicle, and if it is not possible to agree on an alternative payment method at that time, Sixt may refuse to hand over the vehicle to the Customer. In this case, the Customer may present a valid payment method within 29 days. If the Customer does not present a valid payment method within this time frame, Sixt shall have the right to terminate the contract. In this case, the Customer may not submit any claim for non-performance and may not recover any prepaid rental and subscription fees.

### **E: Contract term, termination, billing period, rental payments and payment terms**

1. Contract term The contract has a minimum term of 30 days, and begins on the date on which the vehicle is made available, as notified to the Customer when Sixt confirms the contract in accordance with Article D.1. above. Once the minimum term of 30 days has elapsed, the contract period will be automatically extended for an additional 30 days ("30-day billing period"), unless the contract is terminated by either party in accordance with the provisions set out in these SIXT+ GTC.
2. Termination by the Customer: The Customer has the right to terminate the contract at any time by returning their vehicle to the pick-up branch. Returning the vehicle to this branch is considered a termination of the current contract at the conclusion of its contractual term (i.e. at the end of the current 30-day billing period). Termination therefore takes effect from the end of the 30-day billing period during which the vehicle was returned.

The provisions of Article E.7. (vehicle return) shall apply in such instances. For the avoidance of doubt, the return of the vehicle before the expiry of a 30-day billing period does not equate to an early termination of the contract, and Sixt is entitled to continue to charge rental fees to the Customer until the contract reaches its normal term.

3. Termination by Sixt: Sixt is entitled to terminate the contract by giving 14 days' notice before the end of the current 30-day billing period. Termination by Sixt must be notified in writing (email is sufficient). However, termination at Sixt's initiative is only possible after three months have elapsed since the start of the contract.
4. Subscription fees: A one-off subscription fee is invoiced when the online booking is finalised in accordance with the applicable conditions described in the booking process. This is payable with the contractually agreed rental fees for the first billing period, regardless of the length of contract. Under no circumstances may the Customer claim reimbursement of the subscription fee, except in cases specified by law.
5. Payment of rental fees and optional extras: The contractually agreed rental fee and the selected optional extras must be paid in full. The contractually agreed rental fee is invoiced in advance for each upcoming 30-day billing period. Subscription fees are due when the first rental fee is invoiced. Rental fees for the first 30 days (minimum length of contract) must be paid immediately after receipt of confirmation of the online booking.

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6. Accepted payment methods: The Customer must provide a valid credit card during the online order process to pay the contractually agreed rental price, together with any subscription fees and any additional charges. The Customer authorizes Sixt to debit the contractually agreed amount from their credit card (rental fees, subscription fees, additional charges, etc.). If a payment cannot be processed because the credit card provided has expired, has insufficient credit, or if the payment fails for any other reason, and the contract has not been duly terminated, the Customer shall receive a notification (e.g. an email or a push message in the application) from Sixt requesting that they add a new, valid payment method on the application. After receipt of the above-mentioned notification, the Customer then has 24 hours to add a valid payment method allowing for the credit or debit of the contractually agreed amounts. If the Customer does not comply with this obligation within the above-mentioned period, Sixt is entitled to demand the immediate return of the Customer's vehicle and block access to SIXT+ Products and Services until a valid payment method has been successfully charged.

The Customer may update their payment method in the Sixt application at any time. Following each update, the Customer authorises Sixt to use the payment method added to the Sixt application.

7. Vehicle return: Notwithstanding the Customer's option to terminate the contract at any time by returning the vehicle to the pick-up branch, the Customer must use the Sixt application to make an appointment to return the vehicle during Sixt branch opening hours, at least seven days before the end of the current billing period. The customer must comply with the agreed return date, which is binding.

Additional service fees (available at <https://www.sixt.fr/autres-services/informations-generales>) are invoiced if:

- (i) the Customer does not make a return appointment and returns the vehicle to a Sixt branch without notice, or
- (ii) if the Customer accepts a return date but does not comply with it, or
- (iii) if the Customer makes a return appointment but then returns the vehicle to a Sixt branch other than that indicated.

The aforementioned service fees will not be invoiced if the Customer demonstrates that it is not responsible for the circumstances leading to the invoicing of said service fees. Sixt is also entitled to claim additional compensation for any damages suffered. In this case, the invoiced service fees will be offset against the additional compensation claim.

8. Termination for Cause: The right of both parties to terminate the agreement for cause remains unaffected.

Sixt is entitled to terminate the agreement for cause, in particular in the following cases:

- The method of payment provided by the Customer lacks sufficient credit
- The Customer breaches applicable laws and regulations

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- The Customer drives without a driver's license or attempts to enter a country in an area where cross-border travel is prohibited under the rental category
- The Customer uses the Sixt vehicle in a manner that contravenes the contractually agreed and permitted usage
- The Customer impairs the value of the Sixt vehicle by neglecting their duty of care
- The Customer hands over the vehicle to an unauthorised third party (i.e. to a person not authorised by Sixt to drive the vehicle)
- The Customer does not hand over the Sixt vehicle to Sixt at the direction of the latter
- The Customer seriously or repeatedly breaches these SIXT+ General Terms and Conditions of Rental (GTC), and does not promptly remedy the breach, despite warnings from Sixt.

### F: Booking of optional extras

1. Optional extras when booking online or at the branch: If the Customer books optional extras not included in the rental price (e.g. satellite navigation, child seat, etc.) when entering into the online contract or taking possession of the vehicle at the Sixt branch, these will be invoiced during the following 30-day billing period. The relevant additional rental fee is blocked on the corresponding payment method until the next invoice is due.
2. Optional extras during the term of the contract: The Customer can view the optional extras (e.g. mileage packages) booked via its user account in the Sixt application at any time during the term of the contract, and adjust them for future billing periods. The availabilities and rates displayed in the Sixt application are those relating to the desired adjustments. Optional extras booked during a 30-day billing period will be shown on the invoice for the following period, and will be invoiced each period until cancelled by the Customer. Optional extras are always booked for a full 30-day billing period.

### G: Final Provisions

1. Governing Law: French law shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.
2. Severability clause: If any of the foregoing terms and conditions was or would become invalid or void, in full or in part, this shall not affect the validity of the remaining provisions.