



General Terms and Conditions of Rental - SIXT+ -

General Terms and Conditions of Rental for SIXT+

of
Sixt G.m.b.H
Liesinger-Flur-Gasse 17/Obj.4
A-1230 Wien, Austria

(hereinafter referred to as "Sixt")

Last amended:

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These General Terms and Conditions of Rental for SIXT+ (“**SIXT+ GTC**”) govern the rights and obligations, applying to all contractual relationships in which Sixt G.m.b.H Liesinger-Flur-Gasse 17/Obj.4 A-1230 Wien, Austria (hereinafter referred to as “**Sixt**”) provides vehicles to consumers (within the meaning of § 1 para. 1 line 2 of the Austrian Consumer Protection Act [KSchG]) or companies (within the meaning of § 1 para 1 row 1 KSchG) (hereinafter jointly referred to as “**Customers**”) 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 of Sixt G.m.b.H (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.at/informationen/agb/. 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 (§ 1 para. 1 line 1 KschG), any deviating, contradictory, or supplemental 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 of contract signing. 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, given that these are exclusively to the benefit of the Customer. Such changes to the benefit of the Customer shall become a component of the contract on disclosure to the Customer. If the updated contractual conditions are not exclusively to the benefit of the Customer, 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 (via e-mail, the postal service, or an in-app notification) and within a reasonable period (at least 30 days). If the Customer concludes a new SIXT+ Rental Agreement after being informed of the changes and after said changes come into effect, the changed conditions shall apply to this new Rental Agreement, insofar as nothing else is agreed between the Customer and Sixt.

B: Vehicle use and Sixt services

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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 Austria under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches in Austria. The applicable conditions together with a current list of participating towns and cities can be viewed in the online booking section at www.sixt.at/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 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 (at least 14 days in advance) about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle within the stipulated timeframe and to the stipulated Sixt branch (unless agreed otherwise between the Customer and Sixt, this is the branch at which the Customer picked up the vehicle).

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 returns the vehicle to Sixt – regardless of the reason for returning the vehicle –, the customer is obliged to ensure that the vehicle is fully refuelled on return. If the Customer returns a vehicle that is not fully refuelled to Sixt, the conditions of the GTC for the return of not-fully-refuelled vehicle on the end of rental apply. These conditions apply mutatis mutandis for vehicle returns during the rental period (e.g. in the event of vehicle swaps).

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 Austria under www.sixt.at/mietinformationen.

If the Customer is a consumer within the meaning of § 1 KSchG, the following applies: The service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused failure to return the vehicle (on time).

If the Customer is an entrepreneur within the meaning of § 1 KSchG, the

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following applies: 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.

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 vehicle rendered by them at the end of the 30-day contract period, provided that the customer does not return the vehicle to Sixt at this point. The Customer receives a request from Sixt (e.g. via an in-app notification) to report the mileage in due time (generally 5 days, however no less than 3 days before the end of the contract period). Said report must be provided by the Customer no later than on the last day of the contract period. If the Customer exceeds the contractually agreed mileage for the 30-day contract 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 taken up during the contract period is credited to the Customer and may be used as credit in a subsequently concluded contract in terms of point F. 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 www.sixt.at/mietinformationen) for contacting the customer and for recording the kilometres driven retroactively in the course of the next respective billing period.

If the Customer is a consumer within the meaning of § 1 KSchG, the following applies: The Customer is only obliged to pay the fee in the event of culpability to non-transmission.

If the Customer is an entrepreneur within the meaning of § 1 KSchG, the following applies: 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. If the Customer completes their user account and submits the order by clicking on the order button "Order and Pay", the Customer submits a binding offer to Sixt to enter

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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. If the Customer does not receive a confirmation of having entered into a contract within 24 hours, the Customer undertakes to notify Sixt of this fact by email [plus-at@sixt.com] and to inquire whether their offer has been accepted by Sixt. If the Customer does not receive an answer from Sixt confirming acceptance of the offer within 48 hours after this, they are no longer bound to their offer, by having the option of withdrawing from this offer by sending an email to plus-at@sixt.com, in which they expressly declare their intention to withdraw from the contract, if Sixt did not already express its intention to accept the offer of the Customer in another form.

2. Conclusion of a Follow-up Rental Agreement according to Section F.: If the Customer has already concluded a Rental Agreement, Sixt can offer the Customer the option of concluding a new Rental Agreement after the end of the contract period, as described in more detail in Section F. below. Deviating from the above provision C.1., to conclude a Follow-up Rental Agreement in accordance with Section F, the Follow-up Rental Agreement comes about when Sixt sends the Customer an offer to conclude said Follow-up Rental Agreement, which the Customer can accept within a period of 3 days from receipt of the offer by means of an express declaration. The offer shall inform the Customer about the way in which he/she can accept the offer and which actions are deemed binding declarations of acceptance (e.g. clicking on a button "Order and pay" or with a similar label, by sending a clear message, etc.). If the Customer accepts an offer from Sixt, he/she will receive a confirmation email about the concluded contract, in which Sixt confirms the concluded contract as well as the terms stipulated therein to the Customer.
3. Implied acceptance of the offer to conclude a Follow-up Rental Agreement: If an offer from Sixt refers to the conclusion of a Follow-up Rental Agreement, in line with Section F. of these Sixt+ GTC, to rent the same vehicle that the Customer already rents at the time of the offer and has not yet returned, at the same price as before and the Customer does not expressly accept this offer, but the Customer also does not return the vehicle by the end of the contract period, this is deemed to be an implied acceptance of the offer and the Follow-up Rental Agreement is concluded under the terms stipulated in the offer. The Customer is expressly informed about this legal consequence in the offer. It is not deemed such implied acceptance if the Customer has previously expressly informed Sixt that he/she does not wish to conclude a Follow-up Rental Agreement. Furthermore, the mere continued use of the vehicle does not constitute implied acceptance if Sixt has expressly requested in the offer the return of the vehicle at the end of the contract period (e.g. for vehicle inspection).
4. Exclusion of the right of withdrawal: Pursuant to § 18 para. 1 line 10 of the

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Austrian Distance Selling Act FAGG, the Customer has no right of withdrawal.

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. (This does not apply to Follow-up Rental Agreements in accordance with Section F.4.) These are in line with the details provided by the Customer in their order (or when concluding a Follow-up Rental Agreement in accordance with Section F.5., the data stipulated in the offer from Sixt). The Customer is also informed of the Sixt branch in the city of choice at which they can pick up the vehicle. It is not possible to change or otherwise adjust 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 SIXT+ contract concluded with the Customer remains unaffected and is not terminated. The Customer can pick up the vehicle during the contract period at the announced Sixt Station during its opening hours. The contract period is not extended if the vehicle is not collected on time.

When taking possession of the vehicle, the Customer is required to present the payment method used when making the online booking. Payment in cash is not accepted. 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 that time, Sixt may refuse to hand over the vehicle. In such an event, the Customer shall be given the opportunity to submit a valid payment method within the 30-day contract period and take on the vehicle or withdraw from the contract without submitting an alternative payment method. This delay does not result in an extension of the contract period or a reduction in the fee that is due.

If the Customer is a consumer within the meaning of § 1 KSchG (Consumer Protection Act), the following applies, deviating from the previous sentence: if the Customer withdraws from the contract and Sixt refuses to hand over the vehicle, within the framework of this Section, the Customer can claim back the advance payments already made for the lease; a reimbursement of the initial registration fee, which covers the administrative expenses for booking and providing the vehicle, is only possible if the Customer is not at fault for not presenting the payment method.

2. Vehicle return

The Customer must return the vehicle to Sixt no later than the last day of the contract period to a Sixt Station in Austria during its opening hours (can be found under www.sixt.at). This does not apply if a Follow-up Rental Agreement has been concluded for the vehicle and therefore, in accordance with Section F.4., returning the vehicle is not necessary for the time being.

If the contract is terminated by Sixt or the Customer due to extraordinary circumstances

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(see Section E.6 for more details), the Customer is obligated to return the vehicle immediately, but no later than 3 days after the termination.

Irrespective of the option for the Customer to return the vehicle to any Sixt Station at any time (during opening hours), the Customer is obligated to announce the return of the vehicle via the Sixt app at least 7 days prior to the end of the 30-day contract period and to agree on a binding return date to a Sixt Station.

An additional service fee according to the table of fees (available at www.sixt.at/mietinformationen) 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.

If the Customer is a consumer within the meaning of § 1 KSchG, the following applies: The service fee is only charged to the Customer if they are culpable for failure to notify or delayed notification.

If the Customer is an entrepreneur within the meaning of § 1 KSchG, the following applies: 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.

If the Customer fails to return the vehicle or fails to return the vehicle on time at the specified date (and no Follow-up Rental Agreement is concluded that does not require the vehicle to be returned in accordance with Section F.4.), a service fee shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Austria under www.sixt.at/mietinformationen. Apart from that, the provisions of the GTC apply to the late return of vehicles.

If the Customer is a consumer within the meaning of § 1 KSchG, the following applies: The Customer only owes the service fee if he/she is at fault for the non-return or late return of the vehicle.

If the Customer is an entrepreneur within the meaning of § 1 KSchG, the following applies: The service fee will not be charged if the Customer can prove that he/she is not responsible for the occurrence of the circumstances giving rise to the service fee or that Sixt did not incur any costs or that the costs actually

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incurred are significantly lower than the service fee as stipulated in the table of fees. Sixt is entitled to assert claims for further damages. In this case, the service fee will be offset against a claim to further compensation for the same breach of duty.

3. Refuelling the vehicle: When the Customer returns the vehicle to Sixt – irrespective of the reason for the vehicle return –, the Customer is obligated to ensure that the vehicle is fully fuelled upon return. If the Customer returns the vehicle to Sixt and it is not fully fuelled, the GTC provisions apply that pertain to the return of vehicles which are not fully fuelled at the end of the rental period. These provisions apply mutatis mutandis to vehicle returns during the rental period (e.g. if the vehicle is exchanged as a result of an accident).

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

1. Term of the contract: The contract has a term of 30 days and commences on the date of the vehicle handover as agreed between Sixt and the Customer. The contract ends automatically after 30 days without the need for termination.
2. Early return: The Customer is entitled to return the vehicle to a Sixt Station at any time during its opening hours. The regulations of Section D.2 (Vehicle return) apply to the vehicle return process. The existing relationship ends automatically when the 30-day contract period lapses. It is clarified that returning the vehicle before the end of the contract term does not result in early termination of the contract and Sixt is entitled to charge the Customer the rental amount until the normal end of the contract period. The above sentence does not apply if the Customer terminates the contract due to extraordinary circumstances, which are within Sixt's sphere. If the renting party wishes to use the vehicle again during the remaining term of the Rental Agreement, despite having returned the vehicle early, he/she must arrange for a pick-up date with the respective Sixt Station, otherwise a new pick-up is not possible. The Customer's duties according to these GTC, especially the duty to return the vehicle on time, remain unaffected.
3. 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. The Customer is not entitled to a refund of the sign-up fee – except for those cases in which a Customer terminates for a cause that falls within the scope of influence of Sixt, insofar as nothing else is agreed between the Customer and Sixt. When concluding a follow-up Rental Agreement in line with Section F. of these Sixt+ GTC, there is no initial sign-up fee for said Follow-up Rental Agreement.
4. Customer tariff and due date: The contractually agreed rental fee, together with any optional extras used, must be settled in full. Unless agreed otherwise between the Customer and Sixt, the contractually agreed rental fee together with the sign-up fee is charged in advance. The rental fee for the 30 days

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contract period plus the sign-up fee is payable promptly after receiving confirmation of the online booking. When concluding a Follow-up Rental Agreement in line with Section F. of these Sixt+ GTC, the rental fee for this Follow-up Rental Agreement is due at the beginning of its contract period. Sixt is not obligated to pay interest if it receives an advance payment. All prices are inclusive of statutory VAT and all other applicable taxes.

5. 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. Unless expressly specified otherwise during the online booking process, only credit cards of providers specified during the online booking process are accepted. Pre-paid credit cards, cash payment, and other payment methods are not accepted.

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. A security deposit is additionally reserved from the specified payment method on conclusion of contract. The quantity of the deposit is based on the vehicle class. The GTC contain additional details on the deposit, its quantity, and the conditions. If the deposit is not debited in line with the provisions of the GTC, it shall be reserved from the payment method for 28 days. After expiry of this period, no further deposits are reserved. When concluding Follow-up Rental Agreements in line with Section F. of these Sixt+ GTC, there is no renewed reservation of deposits, unless the Follow-up Rental Agreement relates to a different vehicle than the previous Rental Agreement or additional accessories. 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, 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, 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. If the Customer concludes a Follow-up Rental Agreement with Sixt in line with Section F. of these Sixt+ GTC, then the payment method for the previous agreement also applies to the Follow-up Rental Agreement, unless otherwise agreed. 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 chosen by the customer.

6. 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:

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- The payment method provided by the Customer is not covered and the Customer fails to provide Sixt with a different, covered payment method within 24 hours (as in one of the payment methods accepted by Sixt in the payment process);
- The Customer violates applicable laws and regulations, which give just cause to doubt either the driving ability or reliability of the Customer (does not apply to simple administrative offenses, such as minor speeding violations);
- 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 and in doing so, significantly affects the interests of Sixt;
- 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 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. Abschluss eines neuen Mietvertrages über einen weiteren 30-TagesZeitraum (Folgemietvertrag)

1. Sixt can, prior to the end of the 30-day contract period, offer the Customer the option of concluding a new Rental Agreement for the rented vehicle or another vehicle ("Follow-up Rental Agreement"). Unless otherwise agreed between the Customer and Sixt, the term of this Follow-up Rental Agreement is a further 30 days. The contract period of the Follow-up Rental Agreement commences at the end of the previous 30-day contract period and is also subject to these SIXT+ GTC and the conditions stipulated in the contractual documents set out in Section A.1.
2. Sixt is not obligated to offer the Customer such a Follow-up Rental Agreement. The Customer is not obligated to accept an offer to conclude such a Follow-up Rental Agreement.
3. If Sixt offers the Customer the conclusion of a Follow-up Rental Agreement in this way and the Customer accepts it, a new Rental Agreement is concluded through this acceptance. This is not an extension of the existing Rental Agreement. Further detailed regulations on the acceptance of the offer by the Customer can be found above in Sections C.2. and 3. The Customer and Sixt can also conclude this Follow-up Rental Agreement on other terms (e.g. different vehicle, different

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accessories, different price). Unless otherwise agreed, the Sixt+ GTC and GTC valid at the time of contract conclusion, available under www.sixt.at/informationen/agb, and the table of fees valid at the time of contract conclusion, available under www.sixt.at/mietinformationen, apply to the Follow-up Rental Agreement. In addition, unless otherwise agreed, the same conditions apply to the Follow-up Rental Agreement as they did to the previous Rental Agreement.

4. If such a Follow-up Rental Agreement is concluded for the same vehicle that the Customer had already rented when the Follow-up Rental Agreement was concluded and the vehicle has not yet been returned, the Customer does not have to return the vehicle at the end of the term of the previous Rental Agreement, but rather only at the end of the term of the Follow-up Rental Agreement, unless Sixt has already requested that the vehicle be returned in the offer of the Follow-up Rental Agreement (e.g. for vehicle inspection). If a new Follow-up Rental Agreement is concluded for the same vehicle during the term of the Follow-up Rental Agreement, the aforementioned sentence shall apply mutatis mutandis.
5. If the Follow-up Rental Agreement is concluded for another vehicle or if Sixt requests in the offer that the vehicle be returned, the Customer is obligated to return the previously rented vehicle in accordance with Section D.2. at the end of the contract period. If the Customer culpably fails to return the vehicle on time, the Customer owes a late fee in accordance with the SIXT+ GTC and the table of fees valid at the time of contract conclusion (available under www.sixt.at/mietinformationen).
6. If the Customer rents additional services in line with Section G., i.e. physical accessories (e.g. child seat), and these are no longer included in the new Follow-up Rental Agreement, the Customer shall return the additional services no longer included, in analogous application of Section D.2. If the Follow-up Rental Agreement includes accessories that were not rented in the previous Rental Agreement, the Customer can pick up these accessories at the start of the new Rental Agreement at the rental station at which he/she originally picked up the vehicle, unless otherwise agreed between Sixt and the Customer.
7. The Customer's duty to report the mileage of the vehicle in accordance with Section B.4 remains unaffected by the conclusion of a Follow-up Rental Agreement.

G. Booking optional extras

1. Optional extras when booking online: If the Customer books optional extras when entering into the contract online, 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. If the Customer concludes a Follow-up Rental Agreement in line with Section F., the subsequent billing takes place together with the billing of the Follow-up Rental Agreement in the following month.

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2. Optional extras during the term of the contract: If a Follow-up Rental Agreement is concluded in line with Section F.1., 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 following contracts. The availabilities and tariffs displayed in the SIXT app apply here. Optional extras can only be booked in advance for each 30-day Rental Agreement for the respective contract period.

H: Damages to the vehicle

1. If a vehicle becomes damaged, the Customer undertakes to immediately report this condition to Sixt pursuant to the Sixt GTC and notify the police as well, if relevant.
2. If the damage extends beyond mere damage to the paintwork, the Customer undertakes to return the vehicle to Sixt after arranging an appointment.
3. If the Customer is not culpable for the damage, Sixt shall provide them with a replacement vehicle for the booked vehicle class within 3 days.
4. If the customer is (jointly) culpable for the damage, Sixt can, at its own discretion, decide to only return the damage vehicle after completing the repairs (whereby Sixt shall ensure an appropriate duration for the repairs) or provide the Customer with a replacement vehicle of the booked class within 10 days.
5. If the Customer booked the extra package "Replacement car guarantee", they will receive a replacement vehicle of the booked class within 3 days from Sixt, also if they are (jointly) culpable for damaging the vehicle.
6. The Customer is not entitled to either repair the vehicle themselves or have repairs carried out without the prior approval from Sixt.
7. The Customer is not entitled to a reduction of the rental fee for those periods in which the Customer does not have a vehicle at their disposal pursuant to the preceding provisions (i.e. time waiting for a replacement vehicle or completion of repairs), unless either Sixt or persons whose responsibility is attributable to Sixt are culpable for the relevant damages to the vehicle.
8. The preceding provisions shall not affect matters concerning Customer compensation obligations for damages to the vehicle.
9. If a Follow-up Rental Agreement is concluded in accordance with Section F. for a vehicle that is damaged at the end of the contract period, periods according to Section H. (e.g. the 3-day or 10-day period for the provision of a replacement vehicle) will apply, insofar as these have not lapsed at the beginning of the Follow-up Rental Agreement, as well as all rights and obligations that result from this Section H. in relation to the damage to the vehicle (if these have not yet been fulfilled), and these periods will

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continue to apply.

H: Final provisions

1. Applicable law: The law of the Austrian Republic applies whereby the provisions of the United Nations Convention on the International Sale of Goods are expressly excluded. If the Customer is a consumer and if a different legal system would be applicable without this choice of jurisdiction, the consumer shall also enjoy the protection of all mandatory protective provisions (in particular including those of consumer protection law) of the legal system to be applied without this choice of jurisdiction.