

General Terms and Conditions of Rental for Sixt+

of
Sixt rent-a-car AG
Schwarzwaldallee 242
CH-4058 Basel

(hereinafter referred to as „Sixt“)

Last amended:
September 2023

General Terms and Conditions of Rental – SIXT+

These General Terms and Conditions of Rental for SIXT+ (“**SIXT+ GTC**”) govern the rights and obligations, applying to all contractual relationships in which Sixt rent-a-car AG, Schwarzwaldallee 242, 4058 Basel, (hereinafter referred to as „**Sixt**“) provides vehicles to consumers or companies (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 rent-a-car AG (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.ch/pages/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).

Any deviating, contradictory, or supplemental general terms and conditions of customers 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. Sixt will 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). 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 Switzerland under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches in Switzerland. The applicable conditions together with a current list of participating towns and cities

General Terms and Conditions of Rental – SIXT+

can be viewed in the online booking section at www.sixt.ch/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 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 and to meet any measures required on his part 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 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 or showing at least 80% charge level on return. If the Customer returns a vehicle that is not fully refuelled or sufficiently charged to Sixt, the conditions of the GTC for the return of not-fully-refuelled or not-sufficiently-charged 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 Switzerland under www.sixt.ch/mietservice/mietinformationen/.

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.

General Terms and Conditions of Rental – SIXT+

4. Cross-border journeys: The Customer is permitted to drive the rented vehicle in Switzerland. 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 of Sixt rent-a-car AG) by paying an additional fee in the form of a monthly surcharge on top of the contractually agreed rental fee. It is prohibited to take the vehicle to countries outside of Switzerland (on paying the fee for trips to Zone 1 countries: outside of those countries 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 Switzerland under www.sixt.ch/mietservice/mietinformationen/. Sixt may also demand additional compensation for damages in addition to payment of the contractual penalty. The claim for damages exceeding demonstrably this contractual penalty is to be paid in addition to this contractual penalty.
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 vehicle rendered by them once every 30-day billing period at the end of said billing period for the duration of the contract. 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 a billing period). 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 taken up 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 www.sixt.ch/mietservice/mietinformationen/) for contacting the customer and for recording the kilometres driven retroactively in the course of the next respective billing period.
6. 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.
1. 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.

General Terms and Conditions of Rental – SIXT+

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.

7. 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

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 into a contract within the meaning of article 3 et seqq. of the Swiss law of obligations. 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-ch@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-ch@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.

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 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

General Terms and Conditions of Rental – SIXT+

remains unaffected and is not terminated. Following the originally confirmed pick-up date, the Customer has a period of 29 days to take possession of the vehicle at the Sixt branch in question during the opening hours offered. Should the Customer fail to pick up the vehicle during this period of time, the SIXT+ contract 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. 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 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, vehicle return

1. Term of the contract: The contract has a minimum term of 30 days and commences on the date of the vehicle handover as agreed between Sixt and the Customer. Once the agreed minimum term has expired, the term of the contract shall be automatically extended by a further 30 days at a time (known as the “30-day billing period”) unless the contract is terminated by either party in accordance with the provisions set forth in these SIXT+ GTC.
2. Subscription pause: With the exception of a contractually agreed minimum term, 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 Switzerland 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 30-day-billing period following the vehicle return.
 - 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.

General Terms and Conditions of Rental – SIXT+

- 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 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 indefinitely. If the vehicle is not picked up on time at the announced continuation date at the Sixt station in charge, the SIXT+ contract ends automatically at the end of the agreed continuation date.
- 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 every subscription pause, a one-time fee is 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 the customer: The customer is entitled to ordinary termination of the contract at any time by returning their vehicle to a Sixt branch. The act of returning the vehicle to a Sixt branch is considered ordinary termination of the existing contract with effect from the end of the 30-day billing period during which time the vehicle was returned.

The Customer can 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. Without an appointment to return the vehicle, an additional service fee (www.sixt.ch/mietinformationen) is applicable.

If the vehicle is returned during an ongoing contractually agreed minimum term, the SIXT+ contract ends with effect from the expiry of the agreed minimum term. If the vehicle is returned after the expiry of an agreed minimum term or if no minimum term has been agreed, the SIXT+ contract ends with effect from the expiry of the 30-day accounting period running on the respective return date. For the vehicle return, the regulations from Section E: Item 7 (Vehicle return) apply.

It is hereby clarified that a return of the vehicle before the expiry of an agreed minimum term or before the expiry of the 30-day billing period applicable at the time of return does not lead to an early termination of the contract and Sixt is entitled to charge the customer for the rental until the agreed end of the contract or until the end of the ongoing 30-day-billing period.

General Terms and Conditions of Rental – SIXT+

4. Termination by Sixt: Sixt is entitled to ordinary termination of 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 is sufficient). However, 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 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 optional extras used, must be settled in full. Unless agreed otherwise between the Customer and Sixt, the contractually agreed rental fee is charged 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 and all other applicable taxes.
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. 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. 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, 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 chosen by the customer.

General Terms and Conditions of Rental – SIXT+

8. Return of the vehicle: The lessee is obliged to return the vehicle to an employee responsible for return at the rental station agreed for the return and to create a log of the state of the vehicle at the time of return together with the employee. If the lessee returns the vehicle outside the opening hours of the rental station or if he leaves the rental station without having created and signed the log of the state of the vehicle, the lessee shall remain responsible for said vehicle and accountable for possible damages until it has been registered by the lessor by creating such log.

Notwithstanding the option of terminating the contract at any time 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 according to the table of fees (available at www.sixt.ch/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.

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. The claim for damages exceeding demonstrably this contractual penalty is to be paid in addition to this contractual penalty.

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 and the Customer fails to provide Sixt with a different, covered payment method (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 or additional driver 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

General Terms and Conditions of Rental – SIXT+

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 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, 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 additionally 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 or on termination of the contract. Optional extras can always only be booked for a full 30-day billing period. This does not apply to protection packages. These cannot be booked subsequently or be adjusted after the rental term has already started.

G: Damages to the vehicle

1. If a vehicle becomes damaged, the Customer undertakes to immediately report this condition to Sixt pursuant to the Sixt General Terms and Conditions (GTC sec. 12). The lessee must do everything possible such as may be necessary and useful to clarify the situation and minimise the damages. In particular, the lessee must notify and involve the police in case of each accident immediately. If the lessee is in breach of these obligations he/she is fully liable for any damage caused and all limitations on liability or insurance cover is forfeited.
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,

General Terms and Conditions of Rental – SIXT+

decide to only return the damaged 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.

H: Liability, limitation of liability and protection packages

1. The liability of the lessee towards the lessor: The liability of the lessee towards the lessor. Regardless of fault, the lessee is liable to the lessor for any and all damage, deterioration, or loss/theft incurred with the rental vehicle. The lessee is particularly liable for the conduct of any additional drivers or others called to assist. Their conduct shall be considered the lessee's who shall be fully liable to the landlord for any resulting damages. Multiple lessees for a single rental contract have joint and several liability.
2. The lessee may opt to purchase liability limitation cover (see cif. 6) up to a certain amount of cover.
3. Scope of the liability: The lessee shall be liable for the actual damage (e.g. minimum value of the vehicle, or repair costs, transport, deductible, and loss of bonus), plus the cost of an appraiser's professional opinion, and a flat processing fee of CHF 180 per incident.

If the Renter loses or damages the charging cable for electric vehicles, the Renter must reimburse Sixt the costs of procuring a replacement cable and also pay an administrative fee in accordance with the above paragraph regarding the replacement of lost or damaged goods. Sixt is free to claim further damages.

The lessor is entitled to have the cause, scope, and detailed listing of the damages determined by an expert it appoints, the costs of which shall be borne by the lessee. The lessee declares that the expert's findings shall be binding as the basis for calculating the amount of damages to be settled as stipulated in Art. 189 of the Swiss Code of Civil Procedure.

If the vehicle is not usable by the lessor as a result of such damages, it may charge the lessee for the loss of use for the duration of the repairs at the daily rate used for the rental contract with the lessee. In case of total loss, the lessor may charge the lessee

General Terms and Conditions of Rental – SIXT+

one week's rent for loss of use.

Sixt will issue the Renter responsible for such damages an invoice that must be paid within 14 days. If the damages are not reimbursed in a timely manner, a fee of CHF 18 will be charged for each reminder. All further costs incurred as a result of this claim will also be borne by the lessee.

4. Liability cover for damage to third-parties: The lessee and each authorised driver are covered by a motor vehicle liability policy. This liability covers physical injuries and property damages caused to third parties up to a maximum of CHF 100,000,000, but only for incidents within Europe.

5. Personal Accident Protection (PAP) : By taking out additional personal accident protection, the lessee shall receive cover for physical injuries to him/herself and other passengers in the rental vehicle resulting from an accident. The PAP cover is CHF 40,000 in the event of invalidity, CHF 20,000 in the event of death, unlimited for medical expenses (limited to a max. 5 years).

6. Liability limitation for vehicle damage/theft: On rental commencement by concluding a liability limitation and theft protection the lessee can limit to an excess his/her liability to the lessor for vehicle damage (excluding damage to the interior), destruction of the vehicle and theft. A reduction or complete exemption from the excess may additionally be contractually agreed on payment of a special fee. The amount of the excess is calculated from the current price list of the lessor for each vehicle class at the time of formation of the agreement and stated explicitly in the rental agreement. An "interior" protection package above and beyond the protection of the liability limitation in accordance with the paragraph above can be booked on payment of an additional fee. If this protection package is booked and paid for then there is no liability for:

- Damage and dirt on the inside of a load compartment / boot / box body during vehicle operation as well as during loading and unloading of the vehicle;
- Damage and dirt on the inside of the vehicle or on the inside of the driver's and/or passenger compartment as a result of normal use of the vehicle.

This remains subject to the cases in which the liability limitation is excluded or omitted in accordance with fig. 7 and 8 below.

7. Exclusion, lapse of insurance cover/collision damage waiver:

Intentional or grossly negligent damage (cf. 8 below) will in either case, regardless of the nature of the damage, cause the collision damage waiver and any insurance cover per cf. 4, 5 and 6 to lapse and thus render the lessee fully liable to the lessor and all third parties for any damage caused. In addition, regardless of the fault, any collision damage waiver or insurance cover does NOT apply to any of the following circumstances and the lessee is fully liable to the landlord and third parties for unlimited damages:

- The case of incorrect refuelling, improper use of snow chains, ski and luggage racks, incautious loading of ski and luggage racks, careless treatment of the vehicle interior (cigarette holes, tears and stains in the upholstery or other

General Terms and Conditions of Rental – SIXT+

interior decoration other than if the “interior” protection package is concluded), cigarette holes and slits in the interior, consequences of offroad driving, improper operation of 4x4 vehicles (mechanical damage to the clutch, gearbox, suspension etc. not included in the guarantee), improper handling of convertible roofs, failure to close the roof in case of rain, wind etc.;

- insufficient vehicle maintenance and service during the rental period;
- roof and other damage resulting from failure to observe height and width restrictions for vehicles on roadways, entrances, tunnels, bridges, etc.;
- the transport of prohibited or dangerous goods;
- the carriage of passengers or goods in exchange for remuneration;
- non-compliance with the lessee's obligations per the rental agreement and these terms (in particular, the rules of use per §10. and the due care and notification obligations per §12.) as well as handing over possession of the vehicle to an unauthorised third party or one who does not have a valid driving licence;
- failure to comply with statutory requirements concerning border crossings, customs, and import regulations;
- damage to tyres, rims, or windows, unless the lessee has purchased a damage waiver for the same.

8. Gross negligence: Gross negligence which per § will result in the full, unrestricted liability of the lessee towards the landlord or third parties, even if the lessee has purchased a collision damage waiver or insurance cover includes, but is not limited to:

- any gross breach of traffic regulations within the meaning of Art. 90 (2) of the Swiss Traffic Code;
- any type of driving where the driver is aware of the generally dangerous nature of the unlawful driving style or has failed to consider the same;
- any type of driving in which the driver is in breach of essential precautionary principles and thereby disregards what should have been apparent to any intelligent person in the same situation and in the same circumstances in order to avoid foreseeable damages in the ordinary course of events;
- any type of driving under the influence of alcohol, narcotics, or medications that would reduce his/her ability to drive safely;

General Terms and Conditions of Rental – SIXT+

- any type of driving in a state of fatigue or exhaustion, momentary falling asleep, or other drowsiness;
- the following traffic code violations if they have resulted in or contributed to an accident: excess speed or speed not appropriate to current road conditions, failure to control the vehicle, following vehicles too closely, failure to comply with overtaking bans and stoppages and disregard of light signals, disregard of stated direction of travel, inattentiveness and diversion at the wheel, e.g. resulting from the use of mobile phones, radios, or navigation devices, etc., switching off safetyrelevant vehicle features such as ABS and ESP and other driving stabilising systems, driving the vehicle in a state that is against the traffic code or otherwise unsafe to operate (e.g. inadequate securing of a load, inadequate cleaning of the vehicle windshields from snow, ice, or dirt, etc.);
- insufficient securing of the vehicle (e.g. failure to use the handbrake when parking the vehicle on a slope, not locking the car, leaving the key in the lock);
- leaving valuables in the vehicle.

I: Final Provisions

1. Governing law and place of jurisdiction: Swiss law shall apply exclusively to the rental agreement under the exclusion of international private law. The place of jurisdiction for all disputes arising from this contract shall be Basel-Stadt, Switzerland. However, the lessor is entitled to seek redress in any other competent court.
2. If any provision in this contract or these terms, including the General Terms and Conditions is null or void, it shall not affect the validity of the other provisions. Possible invalid provisions or provisions which have become invalid are to be replaced when applying the contract by those which shall come closest to satisfying the intended aim of the invalid provisions. The German text of the contract shall be decisive.