

SIXT General Rental Conditions

The rental by SIXT SAS, one of its subsidiaries, one of its agents or one of its franchisees (hereinafter "the Rental Company") of motor vehicles and their equipment and accessories, under the brand name "SIXT" or "FLIZZR" or any other brand name registered by SIXT, is exclusively subject to these General Rental Conditions ("GRC") and to the special conditions stated in the contractual document ("the Rental Agreement") given to the person renting the vehicle ("the Client"). THE CLIENT RECOGNISES HAVING RECEIVED, UNDERSTOOD AND ACCEPTED THE GRC AT THE LATEST ON DELIVERY OF THE RENTAL AGREEMENT AND THE KEYS OF THE VEHICLE AT THE COUNTER OF THE AGENCY OF THE RENTAL COMPANY. The acceptance of the GRC and the Rental Agreement is evidenced by the Client's signature on an electronic terminal. The signature will be stored electronically together with the Rental Agreement on physically unalterable media. It is further agreed between the parties that the image of the signatures and that of the Rental Agreement will have the legal status of an original document. In certain cases (regular clients, business clients, etc.), a signature will not be systematically requested upon the conclusion of each Rental Agreement, the parties agreeing that the acceptance of the GRC will result from the previous or existing rentals, or from any framework agreement existing between the parties.

THESE GRC SET OUT IN PARTICULAR THE CASES IN WHICH THE RENTAL COMPANY ACCEPTS A LIMITATION AND/OR EXCLUSION OF THE RESPONSIBILITY OF THE CLIENT OR ANY AUTHORISED DRIVER (THE "OPTIONAL LIABILITY LIMITATION").

ARTICLE 1 - Reservations and rental period

1.1 Reservations

A reservation relates only to a category of vehicles and the corresponding price, as chosen by the Client, and not on the make and model of the vehicle. If the Client does not appear on the agreed date, and no later than sixty (60) minutes after the time indicated in the reservation, SIXT is not obliged to maintain said reservation. Cancellations may be made at any time before the start of the rental, unless otherwise stipulated for prepaid rentals (Article 14).

1.2 Period and renewal of the rental

The Rental Agreement is for a specified period, as defined at the time of reservation and set out in the Rental Agreement, and will terminate at the agreed date and time.

As the Rental Company is required to comply with the commitments agreed with the manufacturers of the vehicles in its fleet, the Client may be required at any time to return/replace the vehicle.

At the end of the period set out in the Rental Agreement, the rental may be renewed at the request of the Client, and with the agreement of the Rental Company. In order to obtain such a renewal, the Client must appear at the agency with the vehicle in order to sign a new Rental Agreement at the current rate.

If the Client does not appear at the agency for a renewal, and in the event of failure to return the vehicle at the agreed place and at the dates and times indicated in the Rental Agreement, **said Rental Agreement will be terminated, and any Liability Limitations and Optional Insurance entered into at the beginning of the rental period will no longer apply. With regard to the continuous use of the vehicle, and until its actual return, the Client and any Authorised Driver will be jointly and severally liable towards the Rental Company for the payment of a usage fee, the amount of which shall be equal to the Rental Company's public rate for daily rentals, as displayed in the Rental Company's agencies, except in the case where the failure to return is not the fault of the Client or the Authorised Driver.**

The Client must inform the Rental Company immediately of any event preventing the return of the vehicle at the agreed date and time.

The Client is informed that failure to return the vehicle at the agreed place, and on the date agreed in the Rental Agreement, may result in legal action for misappropriation.

ARTICLE 2 - PERSONS AUTHORISED TO DRIVE THE VEHICLE

In principle, the Client is the only person entitled to drive the vehicle. If the Client wishes one or more persons to use the rented vehicle under the conditions stated in the Rental Agreement and these GRC, this or these other persons must, prior to the start of the rental, comply with the same conditions as the Client concerning the driving licence and the provision of an identity document ("Authorised Driver"). An additional amount will be charged for each Authorised Driver.

Any sub-rental or loan of a vehicle to a person not authorised by the Rental Company is prohibited, and will result in the loss of the insurance and protection benefits.

ARTICLE 3 - DOCUMENTS TO BE PROVIDED

3.1 At the time of delivery of the vehicle, the Client and, where applicable, any Authorised Driver, must appear personally at the SIXT Agency and present a driving licence, valid for France, allowing them to drive the rented vehicle, as well as an identity card or passport. Depending on the category of the rented vehicle, the Rental Company may require the Client and any Authorised Driver to hold a driving licence for a certain period of time.

Companies that have a commercial framework agreement with the Rental Company must verify themselves whether the Authorised Drivers are in possession of a valid driver's licence.

3.2 Since payment by cheque is excluded, the Client must present at the time of delivery of the vehicle a valid personal bank card or international credit card, and allow the Rental Company to check its creditworthiness. The bank card or credit card presented by the Client at the time of delivery of the vehicle must be valid until the moment of the return of the vehicle.

For vehicles of a higher category, the Rental Company may require the presentation of two bank cards.

3.3 In the event of renewal of the agreement under the conditions specified in Article 1.2, the Rental Company will carry out a new credit check for the client's bank or credit card presented initially.

If the result of this check reveals a lack of creditworthiness, the Rental Agreement will be terminated automatically, and the Client must immediately return the vehicle.

ARTICLE 4 - PROPERTY OF THE VEHICLE AND ITS ACCESSORIES

The vehicle and its accessories are either the property of the Rental Company, or a third party. In any event, the Client and any Authorised Driver do not have the right either to sub-rent the vehicle and its accessories, nor to make any modifications or repairs on the rented vehicle and its accessories, except in the cases provided for in Article 6 below.

ARTICLE 5 - DELIVERY OF THE VEHICLE

The vehicle and its accessories are made available to the Client in perfect working order, subject to non-apparent defects. The Rental Agreement details any apparent defects of the vehicle and its accessories, as well as the mileage and the fuel level. THE CLIENT IS REQUIRED TO VERIFY THE STATE OF THE VEHICLE AND THE INDICATIONS ON THE RENTAL AGREEMENT AT THE TIME OF THE DELIVERY OF THE VEHICLE. If applicable, before departure the Client must inform the Rental Company of any apparent defects that are not listed, as well as any discrepancy in mileage or fuel level, in order for the Rental Company to rectify the information contained in the Rental Agreement. IF SUCH INFORMATION IS NOT GIVEN TO THE RENTAL COMPANY PRIOR TO THE CLIENT'S DEPARTURE, NO CLAIMS CONCERNING APPARENT DEFECTS CAN BE CONSIDERED.

ARTICLE 6 - MAINTENANCE

The Client and any Authorised Driver undertake to take care of the rented vehicle and its accessories, in particular to check at regular intervals the levels of engine oil and water, and to ensure that the vehicle remains in roadworthy condition throughout the rental.

The Client or any Authorised Driver are forbidden from carrying out repairs on the rented vehicle without the express prior consent of the Rental Company.

ARTICLE 7 - CONDITIONS OF USE OF THE VEHICLE

The Client or any Authorised Driver is obliged not to use, or to allow the rented vehicle to be used, in particular:

- on unsuitable roads,
- in the case of transport by river or by sea,
- for the carriage of goods in return for payment, except for commercial vehicles
- for the transport of persons in return for payment
- for learning to drive,
- for trials, competitions or car races,
- by anyone under the influence of alcohol (blood alcohol level above the legal limit) or any forbidden substance (narcotics, medicines, etc.),
- to transport a load or a number of passengers exceeding the instructions given by the manufacturer,
- for the transport of flammable, explosive or radioactive substances (oils, mineral spirits, etc.) that may damage the vehicle or cause an abnormal risk to its occupants and/or third parties; this prohibition does not apply to the transport of ordinary and common products such as, for example, bottles of alcohol, mineral oil or gas refills,
- to move or tow another vehicle,
- in the countries prohibited by the Rental Agreement, according to the terms and the list set out in Schedule 1,
- for any sub-rental,
- to drive in areas closed to the public (airport zones, military, etc.),
- for the purpose of intentionally committing an offense.

As a general rule, the Client and any Authorised Driver are required to comply with the provisions of the Highway Code, and to refrain from reckless conduct.

The Client and any Authorised Driver also undertake to keep the keys of the vehicle in their possession, to use the anti-theft device, and to lock the vehicle while keeping the registration documents with them.

THE RENTAL COMPANY RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE DIMENSIONS OR CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR UTILITY VEHICLES). ANY MISJUDGEMENT OF THE DIMENSIONS WITH RESPECT TO ROAD INFRASTRUCTURE, CAUSING THE LOSS OF OR DAMAGE TO THE VEHICLE, WILL RESULT IN THE EXCLUSION FROM THE POSSIBLE OPTIONAL LIABILITY LIMITATIONS PROVIDED FOR IN ARTICLE 10.2.

EVEN IF THE CLIENT AGREES TO ONE OR MORE OF THE OPTIONAL LIABILITY LIMITATIONS PROVIDED FOR IN ARTICLE 10.2, ANY USE OF THE VEHICLE CONTRARY TO THIS ARTICLE WILL RESULT IN THE CLIENT OR ANY AUTHORISED DRIVER BEING LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE, AS WELL AS ANY COSTS AND LEGAL FEES RESULTING THEREFROM.

ARTICLE 8 - RETURN OF THE RENTED VEHICLE IN GOOD CONDITION

The Client or any Authorised Driver must return the rented vehicle, keys and documents no later than the date and time stipulated in the Rental Agreement, in its original condition as described in the Rental Agreement, except for normal wear and tear of the vehicle. At the time of the return, the final inspection of the vehicle will be evidenced by a return report signed by the Client or any Authorised Driver. A copy of this report will be provided at the Client's request. In certain agencies, the return report will be prepared using an electronic terminal. The Client's signature on this electronic terminal will be stored electronically together with the return report on physically unalterable media. It is agreed between the parties that the image of the signatures and that of the return report will have the legal value of an original document.

Article 9: INSURANCE

9.1 Compulsory insurance - Civil liability (Article L.211-1 of the Insurance Code)

Any vehicle rented by the Rental Company is covered by third party insurance in accordance with the regulations in force.

According to article R.211-5 of the Insurance Code, "the insurance obligation applies to the repair of bodily injury or material damage resulting, at the time of driving:

- 1 of accidents, fires or explosions caused by the vehicle, the accessories and products serving for its use, or the objects and substances it transports;
- 2 the fall of said accessories, objects, substances or products ".

Subject to compliance with their obligations under these GRC, the Client and any Authorised Driver are therefore guaranteed against the financial consequences of their civil liability for bodily injury or material damage caused to third parties (including passengers of the vehicle) for any incident that the rented vehicle is involved in.

The Client or any Authorised Driver, in the position of driver at the time of the accident, is not covered by this insurance. Damages suffered by the vehicle are also not covered by the compulsory third party insurance. In this respect, the Client and any Authorised Driver may limit their liability as set out below in Article 10.

Compulsory third party insurance does not apply:

- for damage caused by the Client and any Authorised Driver to their agents or employees with the rented vehicle,
- for the damage suffered by persons transported when their transport is not carried out in sufficient safety conditions, as described in article A.211-3 of the Insurance Code,
- if, at the time of the incident, the driver's licence of the Client or of any Authorised Driver, when driving, is not valid or has been withdrawn,
- in general, to events excluded from the cover by articles R.211-10 and R.211-11 of the Insurance Code,
- in the event of deliberate or fraudulent misconduct within the meaning of Article L.113-1 of the Insurance Code,
- in the event of use of the rented vehicle for trials, competitions or car races,

- in the event of attempted suicide or suicide,
- in the event of attempted fraud,
- in the event of intentional misrepresentation in the personal details indicated on the Rental Agreement or the accident report.

In the event of non-compliance with the obligations resulting from these GRC, the Client or any Authorised Driver will be required to return to the Rental Company any sum or compensation that the Rental Company may have paid to a third party on behalf of the Client in the event of death or personal injury and/or material damage suffered by the third party.

9.2 Optional Driver/Passenger Insurance (Personal Accident Insurance - "PAI")

The Rental Company has subscribed, on behalf of its Clients who wish this, an optional driver/passenger Insurance (Personal Accident Insurance - "PAI").

Under certain conditions, this optional driver/passenger insurance (Personal Accident Insurance - "PAI") covers any bodily injury that the driver may incur in case of accident for which the driver is responsible, or where no responsible third party is identified, and allows the passengers of the vehicle to benefit in case of bodily injury from a further guarantee in addition to the compulsory third party cover, in accordance with the terms of the information notice.

If the Client wishes to benefit from this Optional PAI Insurance, an additional charge will be made by the Rental Company for this.

In the event of a claim, the Client must inform the Rental Company who will send the Client the claim file. This file must then be sent by the Client directly to the Insurer, who is solely responsible for the management and compensation of claims.

The amount of the guarantee is indicated in the General Rental Information which can be consulted on the website of the Rental Company and at the agency. The "Personal Accident Insurance" guarantee will only apply to the Client for the rental period stipulated in the Rental Agreement, and in the countries mentioned in the Rental Agreement as being authorised for circulation (Schedule 1). At the end of the agreed rental period, and unless the Rental Agreement is formally accepted by the Rental Company prior to the occurrence of the accident, the Client and any Authorised Driver will lose the benefit of the "Personal Accident Insurance" cover.

ARTICLE 10 - LOSS AND DAMAGE CAUSED TO THE VEHICLE

10.1 Principle of liability of the Client and any Authorised Driver

UNLESS IT HAS BEEN DEMONSTRATED THAT THEY ARE WITHOUT FAULT, THE CLIENT AND ANY AUTHORISED DRIVER WILL, IN APPLICATION OF THE

PROVISIONS OF ARTICLE 1732 OF THE CIVIL CODE, BE LIABLE FOR ANY LOSS AND DAMAGE CAUSED TO THE VEHICLE DURING THE RENTAL. The liability of the Client or any Authorised Driver may include the amount of repairs evaluated by an expert or charged by a garage, the market value of the vehicle, vehicle immobilisation compensation, and any other incidental expenses related to the loss or the damage caused to the vehicle during the rental (such as towing costs, vehicle storage costs, expert expenses, expert fees, file management fees, etc.), as well as the costs of any cleaning required due to excessive dirtiness of the vehicle.

The invoice for the claim will include the repair costs or costs assessed by the expert report, the expert's fees, the immobilisation costs, the towing fees, the impound fees and the administrative costs of handling of the file by SIXT.

NOTE: The Rental Company's vehicles are not systematically covered by insurance guarantees other than those resulting from legally compulsory insurance. Therefore, depending on the circumstances, risks such as theft or damage to the vehicle itself may be for the account of the Client and any Authorised Driver, such that they may be required to refund the market value of the vehicle at the time of the incident.

Against payment of a price supplement, the Rental Company may agree that said liability of the Client or any Authorised Driver is limited and/or excluded ("Optional Liability Limitations"). **THESE OPTIONAL LIABILITY LIMITATIONS, WHOSE CONDITIONS ARE SET OUT IN ARTICLE 10.2 BELOW, ARE NOT INSURANCE COVER.**

10.2 Optional liability limitations

The application of the optional liability limitations will be subject to compliance by the Client with the provisions of these GRC.

10.2.1 Limitation of liability in the event of theft and collision (Loss Damage Waiver - "LDW")

By subscribing to the optional liability Limitation, theft and collision Protection (LDW), when entering into the Rental Agreement, the Client agrees to pay a price supplement per rental day (indivisible twenty-four (24) hour periods) at the current rate. The Client and any Authorised Driver then benefit from a limitation of their liability for the material damage suffered by the vehicle and its accessories and equipment, and in case of theft up to an amount indicated in the Rental Agreement, possibly up to full exemption, according to the complementary option agreed upon ("the theft and collision Excess").

"Broken glass" and "tyre" damage is not covered by theft and collision Protection – LDW.

With regard to the damages, this limitation of liability applies to any Client liability for the material damage suffered by the vehicle as well as its accessories and equipment, not resulting from theft, attempted theft or acts of vandalism. **THE AMOUNT OF THE EXCESS WILL BE CHARGED BY THE RENTAL COMPANY**

FOR EACH INSTANCE OF DAMAGE IF THERE IS NO CONNECTION BETWEEN THEM.

10.2.2 Limitation of liability for damage to glass and tyres ("Glass and Tyre Protection" - "GT")

As set out in Article 10.2.1 of these GRC, damage to glass and tyres is excluded from damage Protection.

By taking out the optional liability Limitation, broken glass and tyres, when entering into the Rental Agreement, the Client agrees to pay a price supplement per rental day (indivisible twenty-four (24) hour periods) at the current rate. The Client and any authorised Driver will then be exempt from liability for the material damage suffered by the tyres (excluding wheel rims), the vehicle windows (windscreen, side windows, rear window) as well as the outside and inside rear view mirrors.

10.2.3 Reasons for exclusion from the Liability Limitations for "Theft and Collision Protection - LDW" and "Glass and Tyre Protection" - "GT"

These Liability Limitations will not apply:

- in the event of deliberate or fraudulent misconduct within the meaning of Article L.113-1 of the Insurance Code,
- in the event of negligence or carelessness by the Client or the Authorised Driver (e.g. keys left in the vehicle),
- in the event of breach of the provisions of the Highway Code,
- in the event of use of the rented vehicle contrary to the provisions of article 7 of these GRC, in particular for use:
 - on unsuitable roads,
 - for the carriage of goods in return for payment, except with the written permission of the Rental Company,
 - for the transport of persons in return for payment
 - for learning to drive, for trials, competitions or car races,
 - by anyone under the influence of alcohol (blood alcohol level above the legal limit) or any forbidden substance (narcotics, medicines, etc.),
 - to transport a load or a number of passengers exceeding the instructions given by the manufacturer,
 - to transport any flammable, explosive or radioactive substances that may damage the vehicle or cause an abnormal risk to its occupants and/or third parties; this prohibition does not apply to the transport of ordinary and common products such as, for example, bottles of alcohol, mineral oil or gas refills,
 - to move or tow another vehicle,
 - in the countries prohibited by the Rental Agreement as described and listed in Schedule 1,
 - for any sub-rental,
 - to drive in areas closed to the public (airport zones, military, etc.),
 - for the purpose of intentionally committing an offense.
- in the event of attempted suicide or suicide,
- in the event of driving with an expired, suspended or withdrawn driving licence,

- in the event of the absence of a Declaration of the circumstances of the accident or the fire envisaged by Article 11.2 of these GRC, or the absence of a Declaration of the circumstances of the theft envisaged by Article 11.3 of these GRC,
- in the event that a Declaration of the circumstances of the accident or the fire does not comply with the provisions of Article 11.2 of these GRC, or a Declaration of the circumstances of the theft does not comply with the provisions of Article 11.3 of these GRC,
- in the event of attempted fraud,
- in the event of intentional misrepresentation in the rental agreement, in the Declaration of the circumstances of the accident, fire or theft, or in an accident report drawn up and agreed by the parties for insurance purposes after an accident,
- for damage not considered as fires (i.e. combustion with flames), such as cigarette burns,
- for damage to the belongings or goods of the Client or Authorised Driver transported in the vehicle,
- for internal damage,
- for damage resulting from the use of the wrong fuel,
- in the event of failure to pay the rental price and associated costs,
- for damage to the upper parts of the vehicle, said upper parts being the bodywork above the upper limit of the windscreen,
- for damage caused to the lower parts of the vehicle for any reason whatsoever, said lower parts being the components situated below the chassis,
- in the event of the theft of the vehicle by the Client's employees or any Authorised Driver, the members of their family (see Article 311-12 of the Criminal Code) or persons living under their roof,
- for theft of the belongings or goods of the Client or the Authorised Driver transported in the vehicle.

IN VIEW OF THESE EXCLUSIONS, IT IS REPEATED THAT THE RENTAL COMPANY RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE DIMENSION OR CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR UTILITY VEHICLES). ANY MISJUDGEMENT OF THE DIMENSIONS IN RELATION TO THE ROAD INFRASTRUCTURE CAUSING THE LOSS OF OR DAMAGE TO THE VEHICLE, WILL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIABILITY LIMITATIONS AS SPECIFIED ABOVE.

10.2.4 Period of validity and scope of application of the liability Limitations

The Optional Liability Limitations will only apply for the rental period stipulated in the Rental Agreement. After this period, and unless the extension of the Rental Agreement has been formally accepted by the Rental Company prior to the occurrence of the damage, the Client and any Authorised Driver will lose the benefit of the said Optional Liability Limitations, as already stated in Article 1.2 of these GRC.

11. OBLIGATIONS IN THE EVENT OF AN ACCIDENT

11.1 General obligations

In the event of an incident of any nature whatsoever - accident, attempted theft, fire, collision with a wild animal or any other damage suffered by the vehicle - (the "Incident"), the Client or any authorised Driver must take all appropriate measures to safeguard the interests of the Rental Company and, where applicable, the insurance company, namely:

- alert the Rental Company as soon as possible and at the latest within 5 working days following the occurrence or the discovery of one of the abovementioned incidents or damage, under penalty of losing the benefit of the insurance cover provided for in Article 9, and the optional Liability Limitations referred to in Article 10, if the delay in making the declaration has caused harm to the Rental Company. The benefit of the said insurance cover and Limitations will however be upheld if the delay in the declaration is due to a force majeure event.

The forfeiture of the insurance cover provided for in Article 9 is nonetheless non-binding on aggrieved third parties and victims of traffic accidents or their beneficiaries, in accordance with Article R. 211-13 of the Insurance Code.

Further obligations are:

- to alert, if necessary, the Police department or the Gendarmerie,
- to fill out the application for a declaration to be sent by the Rental Company's claims department ("the Declaration"), which must be duly completed and returned to the Rental Company, under penalty of losing the benefit of the optional guarantees referred to in Article 10.

The Declaration issued by the Rental Company's claims department must be returned as soon as possible and must include:

- the circumstances, date, place and time of the incident,
- the name and address of any witnesses,
- where applicable, the registration number of the third-party vehicle involved, the name and address of its owner, the name of the insurance company and the relevant insurance policy number.

11.2 Special obligations in the event of an accident

In the event of an accident, the Client or any Authorised Driver must, in addition to fulfilling the obligations set out in Article 11.1, draw up a report by filling out the document provided in the vehicle, except in the event of force majeure.

If a police or gendarmerie report or an affidavit has already been drawn up, these documents must be attached to the said Declaration.

The Client or any Authorised Driver has no right to enter into any agreement or transaction of any kind in the name and on behalf of the Rental Company or its insurer.

11.3 Special obligations in the event of theft

In the event of theft of the vehicle, the Client or any Authorised Driver must:

- alert the Rental Company as soon as possible and at the latest within two working days of the discovery of the theft, in particular to allow the Rental Company to access the geographical location data of the vehicle in good time, under penalty of losing the benefit of the optional Liability Limitations referred to in Article 10.2.1, if the delay in making the declaration has caused harm to the Rental Company. The benefit of the said Limitations will however be upheld if the delay in the declaration is due to a force majeure event;
- file a criminal complaint with the competent authorities within the same period. A copy of the record of the filing of the criminal complaint must be delivered to the Rental Company as soon as possible by the Client or any Authorised Driver. Otherwise, the rental payments due by the Client will continue to accrue, unless the delay in filing a criminal complaint is due to a force majeure event.

The vehicle's original keys must also be returned to the Rental Company. In the event of theft or loss of the original keys, the Client or any Authorised Driver must:

- alert the Rental Company as soon as possible and at the latest within two working days after the discovery of the loss or theft, under penalty of losing the benefit of the optional Liability Limitation referred to in Article 10.2.1., if the delay in making the declaration has caused harm to the Rental Company. The benefit of the said insurance cover and Limitations will however be upheld if the delay in the declaration is due to a force majeure event.;
- at the same time, formally declare the theft or loss of the keys to the Rental Company and to the competent authorities. Otherwise, rental payments due by the Client will continue to accrue, unless the delay in declaring the theft or loss is due to a force majeure event.

ARTICLE 12 - ASSESSMENT AND COMPENSATION PROCEDURES

Any damage noted on the return of a vehicle will be assessed by an independent expert approved by the insurance companies. In the case of damage that does not render the vehicle unfit to drive, the vehicle will not be immobilised, and the appraisal will be carried out remotely on the basis of photographs taken at the time the vehicle was returned. The Client or any Authorised Driver may ask for a second appraisal to be conducted. This will be carried out solely on the basis of the information used to conduct the appraisal by the independent expert, immobilisation of the vehicle for this purpose being excluded, unless the Client or the Authorised Driver takes responsibility for the immobilisation costs, which will as a minimum correspond to the rental for the vehicle at the rate displayed in the agency during the period of immobilisation, plus storage costs etc. If the Client and any Authorised Driver wish to

have a second appraisal, they must inform the Rental Company's claims department in writing within the 48 hours following the reception of the independent expert's assessment, at the following address: SIXT SAS, Service Sinistres, Aéroport de Bâle-Mulhouse, 68300 SAINT-LOUIS, or by email to service.sinistres@sixt.com.

The Client expressly agrees to compensate the Rental Company for the monetary equivalent of the damage to the rented vehicle, up to the amount of the liability established, and if the Client does not benefit from an optional limitation thereof, as provided for in Article 10 above.

ARTICLE 13 - RENTAL PRICE, MISCELLANEOUS COSTS AND PAYMENT TERMS

13.1 Rental price - Miscellaneous costs

The Rental Price is the price based on the Rental Company's current rates at the date of signing the Rental Agreement. Promotional rates are valid only for the period offered. If this period is exceeded, and without prejudice to the provisions of Article 1.2, the rate displayed in the agency will apply to the full rental period.

THE CLIENT WILL BE LIABLE TO PAY THE PRICE OF THE RENTAL:

The rental price comprises the main rental payment and any supplements to the rental payment:

- **The main rental payment**, depending on the rate chosen by the Client, will be determined solely on the basis of the rental period, or on the basis of this period and the mileage driven.

The mileage driven during the period of the Rental Agreement is that indicated by the milometer installed in the vehicle by the manufacturer. If the milometer is disconnected by a fraudulent act of the Client or the Authorised Driver, a fixed amount of one thousand (1,000) kilometres per day of rental will be charged at the current rate.

Rental periods are expressed in rental days, namely one or more consecutive twenty-four (24) hour periods, the first of which starts at the date and time the vehicle is delivered to the Client Unless expressly agreed by the Rental Company, or unless the vehicle cannot be returned due to a force majeure event, or to an action or immobilisation not attributable to the Client, any part day is payable in full.

- **Compulsory rental payment supplements** are, where applicable:
 - location surcharges for rentals starting from an agency located at an airport or a railway station, or in the immediate vicinity
 - the "young driver" supplement.
- **Optional rental payment supplements that may be offered** are payable for services offered by the Rental Company such as, in particular:
 - The daily price of the "Occupant Protection" cover and the Optional Liability Limitations,
 - The daily price of renting accessories (child seats, navigation systems, roof racks, chains and snow tyres etc.),
 - The cost of dropping the vehicle off at a different agency from that of the departure, charged in accordance with the price list depending on the town of return,

- The costs of delivery and/or collection of the vehicle at the location required by the Client, as well as the fuel costs for the journey made by the Rental Company for delivery or collection,
- The price of fuel for a full tank of the rented vehicle if the Rental Agreement includes a full tank for the "prepaid fuel" option; in this event, any fuel remaining upon return of the vehicle will not be reimbursed.

THE CLIENT WILL ALSO BE LIABLE FOR THE PAYMENT OF OTHER COSTS AND DAMAGES, NAMELY:

- unless the "Prepaid Fuel" option has been purchased, the price of the fuel if the vehicle is not returned with at least the same level of fuel as when the vehicle was delivered; in this event, the Rental Company will re-invoice the missing fuel at a price that includes the price of the refuelling service, which can be viewed at the agency, and calculated according to the following formula, the amounts and rates of which are displayed in the agency: fixed filling fee + (average market price per litre x number of litres consumed x percentage for service charges),
- all costs incurred by the Rental Company to collect the vehicle in the event that it is left in a place other than that contractually agreed or if the Rental Company has to collect it due to a fault by the Client or any Authorised Driver (keys locked inside the vehicle, keys lost, malfunctioning of the vehicle due to omission or negligence by the Client or any Authorised Driver),
- key reprogramming costs in the event that the vehicle's keys are lost, stolen or damaged; costs of providing duplicate keys in the event that the keys are locked inside the vehicle,
- administrative handling costs for breaches of the Highway Code (Article 15),
- all costs borne by the Rental Company to repair damages caused to the vehicle which are not covered by the insurance and any Optional Liability Limitations taken out by the Client, in particular, in addition to the damage itself, immobilisation costs, appraisal costs, administrative and handling costs, breakdown and/or towing costs

13.2 Payment terms

Except for Prepaid Rentals, the Rental Price as well as sundry costs will be payable on the invoice due date and at least every 30 days, as per the provisional invoice. The Rental Price for Prepaid Rentals is due on the date of reservation, although adjustments may be possible at the end of the rental period in respect of any rental supplements and other costs and damages.

Any payment made after the due date indicated in the relevant invoice will, if formal notice to the Client has produced no effect, incur payment of late penalty fees amounting to three times the statutory interest rate for the period from the due date until actual payment of the debt, all without prejudice to the Rental Company's right, if applicable, to automatically terminate the Rental Agreement and demand the immediate return of the rented vehicle. Commercial Clients will furthermore be

automatically liable to pay a fixed charge for collection costs of forty (40) Euros (Articles L.441-6 I to 8 and D.441-5 of the Commercial Code).

In the event of termination of the Rental Agreement, the Client must return the vehicle to the address indicated by the Rental Company, at the Client's own expense and risk. In the event of non-return of the vehicle, the Rental Company will be entitled to take all necessary measures to secure its return.

13.3 Payment guarantees

The Rental Company may demand the payment of an amount up to 2.5 times the agreed Rental Price inclusive of all taxes (including all the costs invoiced at the start of the rental, in particular the costs associated with the Optional Liability Limitations and the insurance policies) as a payment guarantee, said amount not to be less than 300 Euros. However, for higher category vehicles, a payment guarantee for a higher amount may be requested by the Rental Company, in accordance with the special conditions communicated to the Client prior to the signing of the Rental Agreement.

The Rental Company may demand the payment of the payment guarantee at any time, at the start of the rental or later on. –Where applicable, the Rental Company must return the payment guarantee at the end of the rental without interest and following deduction of all costs, charges or any other sums due by the Client.

ARTICLE 14 - PREPAID RENTALS ("PREPAID")

For certain rentals, the client may obtain advantageous rates by paying the rental price at the time of reservation ("Prepaid Rental"). THE CLIENT MUST PRESENT THE BANK OR CREDIT CARD USED FOR THE RESERVATION WHEN TAKING DELIVERY OF THE VEHICLE.

For such Prepaid Rentals, the reservation may be changed before the rental begins. Any change must however be made at the latest 48 hours before the rental begins, i.e. before taking actual possession of the vehicle. Handling charges will be invoiced for each modification.

The Prepaid Rentals benefit from favourable pricing conditions compared to rentals with payment at the end of the rental period. In return for the favourable rate granted, the amount of the rental rate will accrue to the Rental Company in all cases if a reservation is changed for a Prepaid Rental. If such a change increases the rental price, this increase will be invoiced to the Client.

The maximum period of a Prepaid Rental, including renewal, is 42 days.

In return for the favourable rate granted, in the event that a reservation is cancelled for a Prepaid Rental, the price of the rental already paid will be refunded after deduction of a cancellation penalty. The amount of said penalty will be equivalent to the full rental payment for reservations of less than or equal to two (2) days, and to two (2) days' rental for reservations of more than two (2) days. For its part, the

Rental Company undertakes to make every effort to ensure the Client's reservation, and to offer free of charge a higher category than that reserved in the event of unavailability in the category requested, failing which the Rental Company will be obliged to pay to the Client compensation equivalent to the amount of the deduction referred to above. The Client will be notified of any cancellation charges applicable to the reservation before finally confirming said reservation. Cancellations may be made online on the SIXT website or by writing to the following address: Sixt Location de voitures, Service Réservation, Aéroport de Bâle/Mulhouse, F 68 300 SAINT LOUIS, Fax: 03 90 22 80 63, email: res-en@sixt.com. If the Client does not cancel and does not arrive to take delivery of the vehicle rented at the prepaid rate on the agreed date and no later than sixty (60) minutes after the time stated at the time of reservation, the rental price already paid will accrue to the Rental Company in full, subject to a limit of seven (7) days' rental, unless the Client can prove that the failure to cancel was for reasons not attributable to the Client, in which case only the above-mentioned deduction will be applied. For Prepaid Rental Agreements in France where the rental vehicle is being driven to another country, the Rental Company will act exclusively as an agent of the member of the SIXT network based in that country.

ARTICLE 15 - PARKING FEES, TOLL CHARGES AND BREACHES OF THE HIGHWAY CODE

Responsibility for payment

The Client and any Authorised Driver agree to comply in all circumstances with the Highway Code and, more generally, with the regulations in force when driving and using the rented vehicle under their care, by virtue of these Conditions and the Rental Agreement.

The Client and any Authorised Driver declare that they hold a valid driving licence for driving the vehicle.

The Client and any Authorised Driver are obliged to pay any fee, tax and amount due under the regulations relating to road tolls and parking charges for the rented vehicle.

The Client and any Authorised Driver will be personally liable for the payment of all fines and charges relating to the operation and use of the rented vehicle as well as all criminal, administrative and pecuniary consequences that may result from breaches of any applicable regulations (in particular parking regulations) concerning the rented vehicle during the rental period.

In the event that the Rental Company is required to pay the fines and fees owed by the Client and any Authorised Driver under the preceding paragraph, the Client expressly authorises the Rental Company to charge the amount corresponding to the fine or fee and, where applicable, any increase due to the failure of the Client to pay such fines or fees.

For each fine or fee payable by the Client and any Authorised Driver and received and processed by the Rental Company, the Client will be liable to the Rental Company for administrative charges, the amount of which is displayed in each agency and detailed in the rate conditions of the Rental Company.

By signing the Rental Agreement, the Client authorises the Rental Company to debit the amounts corresponding to these fines, fees and administrative charges to the Client's payment card.

Appeals against parking charges

The Client acknowledges that the parking charges notified to the Rental Company corresponding to the rental period of the vehicle which are contractually payable are due without prejudice to the possibility for the Client to lodge an appeal.

The client declares in this regard to be aware of the provisions of Article L.2333-87 of the Territorial Communities General Code, under which any claim against parking charges must be made by the holder of the registration certificate, in this case the Rental Company.

The Rental Company undertakes to inform the Client of any parking charges notified with respect to the rental period, and will send a copy of the corresponding notice with sufficient time to allow the Client to justify any claim against said parking charge.

The Client will indicate to the Rental Company any intention to appeal against the charge, and if so, undertakes to send any supporting evidence at least seven days before the expiry of the appeal period, as mentioned in the charge notification. The Rental Company will inform the Client of the outcome of the appeal.

The Client expressly acknowledges that the decision to appeal against the charge does not preclude the right of the Rental Company to collect from the Client an amount corresponding to the charge (plus any applicable increase) and administrative costs soon as the charge has been notified to the Client.

In the event that the appeal results in the cancellation or reduction of the charge, the Rental Company will reimburse to the Client the amount recovered.

Identification of the Client and disclosure of details in the event of infringement of the Highway Code

The owner of the vehicle, the Rental Company, is legally obliged to pay any fine for breaches of the Highway Code, unless it provides the contact details for the Client or any Authorised Driver responsible for the said breaches.

The Client is therefore informed that the Rental Company must disclose this information to the police authorities in accordance with the provisions of Articles L. 121-2, L. 121-3 and L. 121-6 of the Highway Code.

The Rental Company will disclose data relating to the identity of the Client or any Authorised Driver, including the following information: surname, first name, date and place of birth, address, and the number, date and issuing authority of the driver's licence. The Rental Company may also be required to disclose to the police authorities a copy of the Rental Agreement or any other material confirming the rental of the vehicle in favour of the Client or the Authorised Driver, or otherwise allowing the identification of the same.

The Client is informed that, in the context of the information that may be communicated to the authorities by the Rental Company, the information concerning the Client's personal details must be up to date, and undertakes to update said information if necessary.

ARTICLE 16 - ELECTRONIC INVOICING

As a matter of principle, invoices issued by the Rental Company will be emailed to the Client at the email address specified for that purpose by the Client. The Client agrees accordingly to no longer receive printed invoices. The Client also agrees that the Rental Company will send electronic invoices raised in accordance with the applicable regulations to the email address indicated for that purpose. The Client may at any time refuse the transmission of electronic invoices and request that these be sent in paper form.

The Client must take all the necessary steps to receive or - if agreed - download electronic invoices. The Client will be responsible for problems of any kind that prevent the receiving or downloading of invoices sent electronically. The invoice is considered to be received once it has entered into the Client's area of control. In the event that the Rental Company only sends a notification informing the Client that the electronic invoice is available for download, said invoice is considered received by the Client as soon as the Client has downloaded it. The Client is obliged to regularly download the invoices made available.

If an invoice cannot be received or downloaded, the Client must immediately notify the Rental Company. In this case, the Rental Company will send the Client a copy of the invoice, marked as a copy. If problems preventing the transmission of electronic invoices cannot be resolved quickly, the Rental Company will be authorised to send the invoices in paper form until said problems have been resolved.

In the event that the Rental Company provides the Client with access data, a username and/or a password, the Client must protect such data against any unauthorised access, and keep it confidential. If the Client becomes aware of unauthorised access to this data, the Client must immediately **inform the Rental Company**.

ARTICLE 17 - COMPUTERISED PROCESSING OF PERSONAL DATA

The personal information and data concerning the Client and any Authorised Driver received by the Rental Company is required for administration of the Rental Agreement and the business relationship. This information and data is also retained for security purposes, in order to comply with statutory and regulatory obligations and to enable the Rental Company to improve and personalise the services it offers and the information it sends to the Client. By signing the Rental Agreement, the Client and any Authorised Driver agree that the Rental Company, as well as companies of the SIXT group, may use their data.

The Rental Company also has a file of "High-Risk Persons" enabling it, as well as companies of the SIXT group, to refuse rentals to the persons in question. As a member of the "Rental Company" Branch of the National Council of Automobile

Professions (Conseil National des Professions de l'Automobile - CNPA), 50 Rue Rouget de Lisle – 92158 Suresnes Cedex, the Rental Company may transmit certain data collected accordingly to other members of the said branch, allowing them similarly to refuse rentals.

As a member of the Rental Company Branch of the CNPA, the Rental Company may disclose personal data concerning the Client in connection with the Rental Agreement, so that it can be pooled with companies belonging to said branch, allowing them to lawfully refuse any future rental. In such cases, the Client will be informed accordingly and will have the right to object to the recording of the personal data, and the right to access, correct and/or delete it (CNIL resolution no. 2006-235 of 9 November 2006) by contacting the "Branche Loueurs du CNPA, 50 rue Rouget de Lisle – 92158 Suresnes Cedex".

Data will be collected and kept in compliance with the provisions of the Data Protection Act of 6 January 1978.

The personal data collected is as follows: the surnames and first names of the Client and the Authorised Driver, the date and place of birth of the person concerned, address, telephone number, number, date and place of issue of the driver's licence, registration number, make, type and model of the rented vehicle, and number, date and time of the vehicle's Rental Agreement.

The data will be held for three (3) years in the following cases: a payment incident giving rise to litigation; repeated accidents or damage attributable to the driver or the person mentioned in the agreement; accidents or damage caused voluntarily; and for five (5) years when using a vehicle without complying with the terms and conditions of the rental agreement.

In addition, some vehicles may be fitted by the manufacturer or the Rental Company with a tracking device for security reasons, for the fight against theft, and to ensure compliance with the vehicle's Rental Agreement. These devices are installed on behalf of SIXT SAS by an external party.

Only those responsible for the fight against theft may have access to the geographical location data of the vehicles. The GPS position of the vehicle is accessible only to the subcontractor of SIXT SAS, and may only be transmitted to Police or Gendarmerie Authorities in the event of a declaration of theft, a failure to return, the detection of an unauthorised intrusion, or the abnormal disconnection of the vehicle battery.

The authorised services of SIXT SAS may also be alerted to any anomaly in the use of the vehicle (use of the vehicle in unauthorised areas, detection of abnormal shocks to the vehicle) allowing them if necessary to immobilise the vehicle from a distance, to warn the Client of said anomaly, or to alert the police and rescue services for assistance when required. With regard to the detection of abnormal shocks to the vehicle, the registration data relating to such shocks may be communicated to the vehicle manufacturers and/or vehicle experts to verify that the safety of the vehicle is not impaired, and to make any insurance claim against those responsible for the said shocks.

In accordance with the Data Protection Act of 6 January 1978, the Client and any Authorised Driver have a right to object and a right to access, correct and delete personal data concerning them. To do so they should send a letter to this effect to the Rental Company, whose contact details appear in the Rental Agreement.

ARTICLE 18- TERMINATION

The Rental Agreement may be terminated by either party in the event that the other party breaches its obligations under said Rental Agreement or these General Rental Conditions, and in particular the provisions of Article 7 of the GRC. Notwithstanding such termination, the Parties reserve the option to claim compensation for losses suffered as a result of the breach of contractual provisions by the other party. The termination will be effective 8 days after the sending of a formal notification of the breach, if said breach has not been remedied in that time.

In the event of termination of the Rental Agreement, the vehicle must be returned to the address indicated by the Rental Company, at the Client's own expense and risk, no later than the date indicated in the letter of termination.

In the event of non-return of the vehicle by that date, the Rental Company will be entitled to take all necessary measures to secure its return. If the vehicle is not returned at the date and time indicated in the letter of termination, any Liability Limitations and Optional Insurance taken out at the start of the rental will cease to apply. With regard to the continuous use of the vehicle, and until its actual return, the Client and any Authorised Driver will be jointly and severally liable towards the Rental Company for the payment of a usage fee, the amount of which shall be equal to the Rental Company's public rate for daily rentals, as displayed in the Rental Company's agencies, except in the case where the failure to return is not the fault of the Client or the Authorised Driver.

ARTICLE 19 – ATTRIBUTION OF JURISDICTION

If the Client has entered into the Rental Agreement in the capacity of a business person, any dispute arising from the said Rental Agreement will be referred to the exclusive jurisdiction of the PARIS Commercial Court.

ARTICLE 20 - CONSUMER MEDIATION

In the event of a complaint, the Client must first contact the Rental Company's Customer Service Department at: service.clientele@sixt.com.

As a second recourse, the Client may refer to the Mediator of the National Council of Automotive Professions (CNPA):

- by email, using a referral form downloadable from the mediator's website, to: M. le Médiateur du Conseil national des professions de l'automobile (CNPA) - 50, rue Rouget de Lisle - 92158 SURESNES Cedex;
- on the website www.mediateur-cnpa.fr.

In all events the Client retains the right to refer to the competent court in case the procedure for amicable settlement of the dispute fails.

Schedule 1 - Journeys outside of the country and territorial restrictions

The choice of a category or make of a vehicle may restrict entry into certain countries. For a description of these restrictions, countries are divided into three zones.

Zone 1: Germany, Andorra, Austria, Belgium, Denmark, Spain, Finland, France, Gibraltar, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Netherlands, Portugal, San Marino, Sweden, Switzerland and The Vatican.

Zone 2: Croatia, Estonia, Greece, Hungary, Latvia, Lithuania, Poland, Czech Republic, Slovakia and Slovenia.

Zone 3: All countries that are not in zone 1 or 2.

The makes of Audi, BMW, Mercedes-Benz, Aston Martin, Jaguar, Porsche, Maserati, Range Rover and Volkswagen cars, as well as all Jeeps/off-road vehicles are only allowed to enter into zone 1 countries.

Trucks, minivans and minibuses may only drive in zones 1 and 2.

Entry into Zone 3 countries is in principle prohibited.