

General Terms and Conditions of your SIXT+ unlimited Contract (transnational mobility commitment)

These General Terms and Conditions for SIXT+ unlimited ("SIXT+ unlimited GTC") govern the rights and obligations in all contractual relationships within which Sixt SAS (hereinafter referred to as "Sixt") provides a mobility commitment to consumers or entrepreneurs (hereinafter jointly referred to as "Customer") within the scope of the product "SIXT+ unlimited" for temporary use of vehicles along with all associated services ("SIXT+ unlimited Services").

1. Scope of validity

1.1 Material scope

1.1.1 These SIXT+ unlimited GTC and, in addition thereto, the General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited Station apply to the SIXT+ unlimited Services as amended at the time of the vehicle being handed over. Should any contradictions or ambiguities arise between these SIXT+ unlimited GTC and the General Terms and Conditions (GTC), these SIXT+ unlimited GTC shall take precedence.

1.1.2 To the extent that the Customer is an entrepreneur, any other general terms and conditions of said Customer do not apply, even in cases, for instance, where Sixt does not expressly rule out the validity thereof or where Sixt provides the services without reservation whilst being aware of the Customer's general terms and conditions.

1.2 Updates

1.2.1 Sixt may update these SIXT+ unlimited GTC from time to time and make further changes to the SIXT+ unlimited Services offered at its discretion.

1.2.2 The SIXT+ unlimited Services are subject to the SIXT+ unlimited GTC applicable at the beginning of the contract. Sixt may make changes to the SIXT+ unlimited GTC and/or the SIXT+ unlimited Services to be rendered under the contract with the Customer during the term of the contract to the extent that such changes do not put the Customer at an inappropriate disadvantage.

1.2.3 As far as is reasonable, Sixt shall inform the Customer in advance about the planned changes and of their right to reject these changes during the current contract relationship in an appropriate way and within a reasonable period of time (e.g. by email). 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.

2. Vehicle use and Sixt Services

2.1 The customer can take over, return and exchange a vehicle from the contractually agreed vehicle category including all benefits and services without further payment ("Mobility Commitment") against payment of a monthly Mobility Commitment fee ("Mobility Commitment Fee") and, if applicable, an entry fee at all participating SIXT+ unlimited branches. Sixt may adjust and change the list of participating SIXT+ unlimited branches as well as the benefits and included services of the Mobility Commitment at any time.

2.2 Takeover and exchange of a vehicle

2.2.1 Pick-up and exchange of a vehicle require a prior reservation at least 48 hours before the intended pick-up time (subject to vehicle availability). For bookings made at shorter notice, an additional fee will be charged according to the price list applicable at the time of the contract conclusion.

2.2.2 When taking over a vehicle, the customer concludes a rental contract at the SIXT+ unlimited branch with the company operating the SIXT+ unlimited branch. No additional fee applies for the vehicle pick-up. The individual rental contract shall not exceed a duration of 30 days, which means that the customer is obligated to conclude a new rental contract and, if necessary, to exchange the vehicle no later than 30 days after the vehicle handover to allow Sixt to perform vehicle inspection, maintenance, etc.

2.2.3 The 30-day period begins on the day of the vehicle handover and the exchange shall take place on the 30th rental day at the latest. Depending on the mileage or the holding period it may be necessary to swap a vehicle provided to a Customer with another vehicle of equal value during the term of the rental contract. The Customer shall be informed in good time about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt branch as well as to comply with any other measures required of them for the vehicle swap.

2.2.4 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 of the company operating the SIXT+ unlimited branch. The fees apply in accordance with the local tables of fees of the respective SIXT+ unlimited branch valid at the time of the scheduled vehicle pick-up as well as the SIXT+ unlimited price list valid at the time of the contract conclusion. 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.

2.2.5 The protection option to reduce the deductible is only available to a limited extent for vehicle pick-ups in Great Britain and Switzerland. The General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited branch as well as the local SIXT+ unlimited price list valid at the time of the conclusion of the contract apply.

3. A one-off sign-up fee ("sign-up fee") for the mobility commitment is charged when the contract is signed in accordance with the applicable SIXT+ unlimited price list valid at the time of the contract conclusion and is payable together with the contractually agreed mobility commitment 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.

4. Additional services that are not included in the mobility commitment fee in accordance with the price list (such as fuel, protection services, vehicle delivery/collection, etc.) will be separately invoiced by the company operating the SIXT+ unlimited branch. If the vehicle is returned and exchanged at a branch in a country other than the country where the vehicle was picked up, an international one-way fee may apply. The fee will be separately charged by the company operating the SIXT+ unlimited branch. The prices apply in accordance with the applicable table of fees of the respective SIXT+ unlimited branch valid at the time of the vehicle pick-up (available at <https://www.sixt.fr/informations-generales/#/>) as well as the applicable SIXT+ unlimited price list valid at the time of the contract conclusion.

5. Under the SIXT+ unlimited contract the Customer shall only receive one vehicle at a time. If another vehicle or several other vehicles are taken over at the same time, these further vehicle takeovers are carried out within the framework of rentals by the company operating the SIXT+ unlimited branch. For this, the local rates valid at the time of the rental apply.

6. The conclusion of the SIXT+ unlimited contract is only for a vehicle category that the customer can reserve during the term of the mobility commitment. Within a vehicle category (from Compact (C) to Extraordinary (X)) of the SIXT+ unlimited contract, different vehicle models are grouped together. The assignment of vehicle models to a vehicle category is based on the 1st letter of the ACRISS code (except Sports & Luxury Cars). The Customer is not guaranteed to receive a particular vehicle, gearbox, vehicle type, drive type or model variant. However, the customer has the option to choose one of the vehicle models available at the time in the course of the reservation. Vehicle categories can be changed by Sixt, for example by removing a vehicle model from one category and moving it to another. Vehicle categories and the vehicle models included may vary from country to country. Not all vehicle categories are available in all countries.

7. If a vehicle of the booked vehicle category is unavailable, the customer will receive an upgrade free of charge with subject to availability. If no upgrade option is available, the Customer will receive a vehicle from a lower vehicle category.

8. The mobility commitment is for one individual person and can not be transferred to another person.

9. Free mileage: 4.000 km per month. Additional kilometers are charged every quarter in accordance with the SIXT+ unlimited price list valid at the time of the contract conclusion and constitute an increase of the mobility commitment fee.

10. Turnovers within the SIXT+ unlimited contract and associated contracts cannot be taken into account for bonus programs (e.g., frequent flyer programs or Payback).

11. Monthly rates

11.1 The contractually agreed monthly mobility commitment fee, together with any additional kilometers, extras or special services used, must be settled in full.

11.2 The contractually agreed monthly mobility commitment fee is normally charged in advance for the upcoming month, while the sign-up fee is due when the first fee is billed.

11.3 If the SIXT+ unlimited contract does not start on the first day of a month, the first monthly rate will be charged pro rata.

11.4 The contractually agreed monthly mobility commitment fee must be settled in full even if the Customer does not take over a vehicle temporarily or during the entire contract period.

12. Conclusion of contract, term and termination

12.1 The offer made by Sixt online or via the sales department does not constitute a binding offer but serves as an invitation to the customer to submit a binding offer. If the Customer wishes to conclude a SIXT+ unlimited contract, he can do so either via the corresponding online form or via a Sixt sales representative.

12.2 Online conclusion of contract: To conclude a SIXT+ unlimited contract online, the Customer must send a binding offer to Sixt by completing the online form provided for this purpose with contact details as well as with the configuration options and by submitting the order by clicking the order button "Order now" (or a button with similar inscription). The Customer subsequently receives an order confirmation by e-mail, which, however, does not yet lead to the conclusion of the contract. The contract between Sixt and the Customer is concluded after the customer is being contacted by Sixt and instructed in his SIXT+ unlimited account.

12.3 Conclusion of contract via a sales representative: To conclude a SIXT+ unlimited contract via a Sixt sales representative, the Customer will receive a non-binding SIXT+ unlimited offer from Sixt by e-mail. By completing this non-binding offer with Customer data and by signing the offer or clicking a button provided for this purpose (inscription "Order now" or similar), the Customer makes a binding offer to Sixt to conclude a SIXT+ unlimited contract under the conditions stated in the non-binding offer. The contract between Sixt and the customer is concluded after the customer is being contacted by Sixt and instructed in his SIXT+ unlimited account.

12.4 The SIXT+ unlimited contract has a minimum term of three months.

12.5 Once the agreed minimum term has expired, the SIXT+ unlimited contract shall be automatically extended by one further month at a time unless the contract is terminated in text form by either party to a notice period of 14 days to the end of the minimum contract term or to the end of the respective extension period. However, it is only possible for Sixt to terminate the contract once three months have passed since the contract began.

12.6 Sixt reserves the right to adjust the mobility commitment fee due to changes that have occurred in the cost factors that are decisive for the price formation even during the term of the contract. An adjustment of the mobility commitment fee shall be announced to the customer with a notice period of at least 8 weeks before the change takes effect. A claim for damages by the Customer is excluded in this case.

12.7 Sixt is entitled to terminate the entire SIXT+ unlimited contract extraordinarily in case of default of payment or in case of use of the vehicle contrary to the contract.

13. Upon termination of the SIXT+ unlimited contract, the customer is obliged to return a vehicle provided to him, including all keys, at his own expense and risk to a Sixt station within the country in which he received the vehicle.

14. In accordance with Article L221-28 of the French Consumer Code, the Customer does not have any right of withdrawal. The commitment to Sixt is made as soon as the contract is concluded.

15. Offsetting against any claims of Sixt is only possible with undisputed or legally established claims.

16. The French law shall apply. If the Customer is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Paris.

17. Should any of the above terms and conditions be or become invalid or void in whole or part, the validity of the remaining provisions shall remain unaffected.

18. The contract language is French. As far as Sixt provides the customer with an English version of these SIXT+ unlimited GTC upon the conclusion of the contract, such version shall constitute only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and the English version of these SIXT+ unlimited GTC, the German version of these SIXT+ unlimited GTC shall prevail.

19. Name and address of the contracting company: Sixt SAS, RD75 Route de Picardie 60190 AVRIGNY.

October 2022