



General Terms and Conditions of Rental for SIXT share (Terms and Conditions)

of
SIXT BV
Kruisweg 791
2132 NG Hoofddorp
(hereinafter referred to as "SIXT")

With SIXT share customers can rent, open and return a vehicle directly via the SIXT app and independent of a physical Sixt location.

A: Rental

1. Upon unlocking the car (the “car” or the “vehicle”) with the SIXT app, a single rent agreement between the lessee and SIXT B.V. (“SIXT”) is entered into and the chargeable rental period begins. These General Terms and Conditions for SIXT share are applicable to the single rent agreement between lessee and SIXT. The maximum uninterrupted rent duration of the same vehicle is 27 days. If the lessee continues using the vehicle after the expiration of the maximum period for the single rent agreement, the agreement is not considered to be extended during that period and section B.10 shall be applicable.
2. By opening the vehicle, the vehicle will be switched into a drivable mode. The lessee shall ensure that no other person than the lessee drives the vehicle during the term of the single rent agreement.
3. The price list, including the agreed rental fee, is available in the SIXT app and on [https:// www.sixt.nl/share/tarieven/](https://www.sixt.nl/share/tarieven/) (the “price list”) and it forms an integral part of the single rent agreement.

B: Return, return fee, navigation and communication system data

1. A vehicle may only be returned within a designated business area (see sections B.2 and B.3 below) or, in case the vehicle is outside of a designated business area, at a physical SIXT location (see section B.4 below). The locations of the designated business areas can be found in the SIXT app.
2. In a business area, the vehicle can be returned by parking it either on a public parking space or on a specially designated private parking space. If the vehicle is not returned in the business area in which it was rented out, a one-way fee is charged in accordance with the price list. If the vehicle is located outside of a designated business area and cannot be returned in accordance with this clause, the lessee receives a notice in the SIXT app. In this case, the vehicle is not returned and the rental fee continuous to be due and payable and the return can be performed as described in section B.4 below only or by moving the vehicle to business area.
3. In a business area, the lessee may only park the car on a parking space where it is allowed to park for an uninterrupted period of minimum 48 hours. As an example, lessee may only use parking spaces with day or time-related restrictions for parking (e.g. stopping restrictions with additional sign such as “7:00 – 17:00 h” or “Monday 6:00 – 12:00 h”), if the restriction takes effect 48 hours after parking the vehicle at that parking space. The same applies if for instance a (temporary) parking prohibition is applicable, e.g. in case of an event or house moving.
4. Returning a vehicle outside of a business area is only possible at a physical SIXT location. In that case payment of an additional fee is due in accordance with the price list.
5. If the lessee has specified a return location when renting out the vehicle and does not return the vehicle there, a Flexi Return Charge will be charged in accordance with the price list.
6. If the rental cannot be terminated via the SIXT app for whatever reason, the lessee must call the SIXT Support Team and discuss the further course of action to be taken.
7. The lessee shall secure the vehicle sufficiently against theft before leaving it. Windows, sunroof, soft top and doors must be closed and locked, the steering wheel lock engaged, and the lights switched off. The lessee is required to remove all objects taken into the vehicle by lessee or a passenger from the vehicle upon the return. The vehicle must be returned with all provided documents and equipment located in the vehicle at the time of the start of the rental.
8. As a result of using a navigation device, the navigation data can be stored in the vehicle and remain available after the return of the vehicle. When connecting mobile phones or other devices with the vehicle, data from these devices may also be transferred and/or stored and/or saved in the vehicle. If the lessee wishes the aforementioned data to no longer be available in the vehicle after the vehicle has been returned, it must ensure that the data is deleted before the vehicle is returned. Such data may be deleted by resetting the navigation and communication systems of the vehicle to the factory settings. Instructions can be found in the operating instructions of the vehicle, which are available in the glove compartment. Lessee agrees that SIXT is not obliged to delete the aforementioned data.
9. When returning the vehicle, the vehicle must have a minimum remaining fuel or battery range of 15km. If the lessee returns a vehicle which does not indicate aforementioned minimum range, SIXT shall charge lessee for the additional costs for transporting the vehicle to a refueling and/or recharging point for the amount of the flat rate specified in the price list, unless the lessee proves that these costs were not incurred, or not to that amount.
10. If the lessee does not return the vehicle or its key(s) to SIXT after expiry of the maximum agreed rental term (see section A.1), whether attributable to the Lessee or not, SIXT shall be entitled to demand payment in the amount of at least the previously agreed rental rate as compensation for use of the vehicle for the period for which the vehicle is not returned. In addition, SIXT may claim further damages and/or costs from lessee.

C: Due date, electronic invoicing, payment terms, security (deposit)

1. The lessee agrees that SIXT’s invoices will be issued in electronic format only. The lessee agrees with the procedure, that he will not receive paper invoices and that SIXT issues an electronic invoice which complies with the statutory provisions, to the e-mail address provided by lessee in the customer or booking profile. The lessee can object to the issue of electronic invoices at any time. In this case, SIXT will issue a paper invoicing to the lessee. SIXT shall charge the lessee the additional costs, including postal charges, for the issue of a paper invoice.

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2. Payments shall be made by debiting the credit card of lessee. At the beginning of the rental period, the lessee is obliged to provide a deposit as security for the fulfilment of his obligations. The deposit amount depends on the expected rental cost. If no prospective rental cost is determined at the beginning of the rent, the deposit amounts up to EUR 25, -. If the usage costs exceed the deposit fixed at the beginning of the rent, SIXT may at any time adjust the deposit amount. If the deposit or adjustment fails, SIXT shall be entitled to terminate or dissolve the single rent agreement. The deposit may remain valid after the return of the vehicle. No interest is charged on the deposit.
3. Instead of debiting lessee's credit card, SIXT can, by making a so-called merchant request in its favor, have a sum in the amount of the deposit frozen/reserved on the credit card.
4. Unless otherwise agreed, the rental fee and all other fees and the security deposit shall be charged to the payment method of the lessee.

D: Protection of login details and PIN; Update of residing and registration address; Reporting obligation in case of driving license withdrawal

1. The lessee determines a PIN for login on and using the digital services of SIXT (including in particular SIXT share and the SIXT app), which it shall not disclose to third parties and which it shall sufficiently protect from the access by third parties. This PIN allows the lessee to open a vehicle per/with the SIXT app. Lessee may not make any (written) record of the PIN and must keep it secure and personal and not disclose it to third parties (including members of the family and household). If the PIN gets known to any third parties, lessee must notify SIXT immediately per e-mail at contact@sixt.com. Lessee is liable for any and all damages and costs resulting from the PIN becoming known to third parties.
2. The lessee is obliged to inform SIXT via e-mail (ID-benelux@sixt.com) of the revocation of his/her driving license, as well as regarding all circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving prohibition). Upon revocation of the driving license or the occurrence of other circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving prohibition), the lessee is prohibited from using the app for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.
3. SIXT reserves the right to reject the registration of a lessee. A lessee may not register several accounts for SIXT share.

E: Permitted usage, no additional drivers, journeys abroad

1. The vehicle may only be driven by the lessee. Additional drivers are not permitted if a vehicle is rented with SIXT share.
2. The vehicle may be used only on public roads. The vehicle may not be used
 - by a lessee under the age of 21 years,
 - for driving school practices,
 - for motor sport purposes or races, e.g. driving events where the objective is to achieve maximum speeds, points or distance or for any actions related thereto,
 - on race courses,
 - for vehicle tests or for safety driving training,
 - for the commercial transportation of persons,
 - for renting to sub lessees,
 - for committing criminal offences,
 - for transporting easily inflammable, toxic, illegal or hazardous substances,
 - for the transportation of animals, unless they are located in a closed and safely stored animal cage,
 - if the lessee is under the influence of any substances that may impair the driving ability, such as (but not limited to) alcohol (blood-alcohol limit of 0.0 ‰), drugs or medication,
 - for the transportation of children, except if lessee complies with the applicable rules and regulations (such as the use of an approved child seat and compliance with all manufacturer's instructions for the use, installation and dismantling of the child seat),
 - for any other kind of misbehavior or for causing nuisance to the traffic or third parties.

The lessee is explicitly prohibited to

- make the vehicle more dirty than would occur from normal use of the vehicle or to leave any type of litter in the vehicle,
 - smoke in the vehicle or to allow passengers to smoke in the vehicle,
 - return the vehicle without the documentation and equipment (e.g. reflective vest, first aid kit, etc.),
 - deactivate the passenger airbag, unless, if this is done for the protection of children or infants which are being transported by using a child seat or to comply with safety advice, when using an infant carrier. The passenger airbag must be reactivated after discontinuation of use.
3. The lessee is obliged to properly secure any goods carried in the vehicle.

4. Foreign travel with vehicles of the SIXT share fleet is permitted into the following countries: Austria, Switzerland, Liechtenstein, Italy, France, Denmark, Sweden, Norway, Finland, Belgium, Luxembourg, Germany, the UK, Ireland, Spain, Portugal, Monaco, Andorra, San Marino, the Vatican and Gibraltar. Traveling to any other countries is not permitted. The vehicle must be returned within the country where it was rented out in accordance with section B.
5. Any breach of or non-compliance with a provision of this section E shall entitle SIXT to terminate or dissolve the single rent agreement without prior notice. In any such event the lessee shall have no right to claim damages from SIXT and SIXT shall be entitled to claim damages and/or costs from lessee resulting from the breach of one of the provisions under section E and any limitation of liability of lessee shall become null and void immediately.

F: Condition of the vehicle, repairs, fuel, fueling

1. The lessee shall report any visible damages or defects to the vehicle and any excess soiling of the vehicle using the SIXT app prior to the start of the single rent agreement and check whether the vehicle is roadworthy (e.g. that no critical malfunctions are displayed in the cockpit of the vehicle, that all tires are full, no lights are defect etc.). It is important to report this to SIXT prior to using the vehicle so SIXT can determine who caused the damages, defects or excess soiling of the vehicle. If this is not reported at all or not accurately or timely, this may result in the lessee being liable for damages, defects or excess soiling.
2. The lessee undertakes to treat the vehicle appropriately and with due care and take good care of it and its key, documentation and equipment, to drive safely, to observe all the laws and regulations and technical rules which apply to its use (i.e. not to drive the vehicle with insufficient engine oil or coolant levels) and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle. Any breach of or non-compliance with this section E shall entitle SIXT to terminate or dissolve the single rent agreement without prior notice. In any such event the lessee shall have no right to claim damages from SIXT and SIXT shall be entitled to claim damages and/or costs from lessee resulting from such breach and any limitation of liability of lessee shall become null and void immediately.
3. If, during the term of the rental period, it becomes necessary to repair the odometer (kilometer counter) or to carry out a repair to ensure that the vehicle is operational or roadworthy or a compulsory vehicle service becomes necessary, the lessee may have this work carried out by an authorized repair workshop up to an estimated repair cost of EUR 100.
4. The vehicle can be fueled at a gas or charging station at the costs of SIXT. The location of gas or charging stations can be found in the SIXT app. The fueling and charging process at gas or charging stations is performed by using the SIXT app and/or the supplied charging chip.
5. If the lessee refuels or charges a vehicle with a certain amount, the lessee will receive a voucher from SIXT, as mentioned on the price list. The voucher can be redeemed during one of the next rentals with SIXT share. If the lessee generates a value-added taxable event by refueling or charging as described in sentence 1 of section F.5 in return for the voucher being provided to lessee by SIXT, SIXT and the lessee agree that both services have a net value. The lessee shall be entitled to the refund of the VAT on the amount of the fuel paid. SIXT points out that any possible taxation of the renter's own performance in connection with the issuance of this voucher to the renter must be properly addressed on his own tax report.

G: Accidents, theft, obligation to notify, obligation

1. Accidents, theft, any/all damages and defects of the vehicle must be reported immediately to the SIXT Support Team by phone call, through the SIXT app. The lessee is obliged to ensure that all reasonable actions required for the mitigation of further damages and preservation of evidence are being taken. For this purpose, the lessee must categorically report each accident or damage to the police, regardless whether it was self-inflicted or with third-party involvement. Also for pure property damages and if no third party is involved, this procedure must be followed. If the police are not reachable by phone, the damage/accident must be reported at the next closest police station. Lessee is not allowed to leave the scene of the accident before SIXT can or at least is given the reasonable opportunity to identify the findings required for the evaluation of those events, which lead to the damage. If lessee does not follow the procedures of this section G.1, this may result in lessee being liable for the damages and/or costs of SIXT caused by the accident, theft, damages or defects and any limitation of liability of lessee shall become null and void immediately.
2. The lessee, subject to section G.1, is only allowed to leave the scene, when the police record is concluded and the vehicle was handed over to a towing company, or upon receipt of alternate instructions given by the SIXT Support Team. If the lessee has to leave the scene due to an injury of a person involved in the accident, this section G.2 does not apply.
3. The single rent agreement will, in the case of an accident, be terminated only after the proper return of the vehicle in compliance with section B and the price list. If the vehicle is in no roadworthy condition due to the accident, damage, defect or theft the rental contract ends upon consultation with SIXT.
4. The lessee is obliged to forward a written accident report to SIXT immediately and in accordance with section G.1 to indicate the police file number. All reasonable instructions of the SIXT Support Team must be followed. The lessee is prohibited from submitting an acknowledgment of guilt or to assume or anticipate any liability claims by effecting a payment or any other act of acknowledging damage or guilt (endangerment of insurance cover). Upon request from SIXT, the lessee must completely fill in the damage form provided by SIXT and sign it and send it back to SIXT within 7 days. If the damage is not covered by the insurance due to a culpably late return of the form, SIXT reserves the right to charge all accident-related damages and costs to the lessee.
5. In any case, SIXT is entitled to choose a repair shop in its sole discretion. SIXT is entitled to all indemnities in connection with damages to SIXT vehicles. If the lessee received such services from third parties, he/she must pass them on to SIXT unsolicited.

H: Termination

1. SIXT and the lessee shall be entitled to terminate the single rent agreement in accordance with these general terms and conditions and the law. SIXT may terminate a single rent agreement for cause without prior notice in case of:
 - breach of a material provision of these general terms and conditions and/or the single rent agreement,
 - a ground for termination follows from these general terms and conditions,
 - considerable deterioration of lessee's financial situation
 - dishonoured bank debits / cheques,
 - enforcement measures aimed against the lessee,
 - lack of care, inappropriate, improper or illegal use of the vehicle,
 - disregard of the regulations governing the use of motor vehicles, or
 - if it becomes unreasonable to expect the rental contract to be continued, e.g. owing to an excessive damage ratio.
2. If there is more than one rental contract in place between SIXT and the lessee and if SIXT is entitled to terminate one of those contracts, SIXT shall also be entitled to terminate all other rental contracts without prior notice.
3. If SIXT terminates a rental contract, the lessee shall be obliged to return the vehicle, together with all vehicle documents, all accessories and equipment and all vehicle keys, immediately to SIXT.

I: SIXT's Liability

1. The liability of SIXT, a representative or an agent is limited to direct damages and the damages as a result of the intent or the gross negligence of its management. Other liability, including liability for death or personal injury or liability for damage caused by SIXT's personnel, third parties or subcontractors, is excluded. Direct damage does in any case not include lost income, turnover or profit.
2. Only in case and insofar as the above exclusion is legally not permissible, the liability of the lessor is limited to the amount of the fees due under the single rent agreement in the month the damage occurred.
3. Only in case and insofar as the above exclusions are legally not permissible, the liability of the lessor is limited to the amount (excluding VAT) that its insurance company pays out in the case concerned. If requested, information on the content of the policy conditions shall be provided.
4. The lessor is not liable for goods that are left behind by the lessee or third parties when the vehicle is returned to the rental office; this does not apply in the event of intent or gross negligence of SIXT or its management.

J: Lessee's Liability

1. In the event of damage to the vehicle, loss of the vehicle or breach of the single rent agreement, the lessee shall be liable in accordance with the general laws governing liability. The lessee must return the vehicle in the condition in which he took possession of it at the start of the single rent agreement. The lessee is liable to the lessor for all damages resulting from any occurrence during the rental period and all damages that are related to the rental of the vehicle in any way, subject to the below.
2. All vehicles rented out by SIXT have a third-party insurance by default and the insurance policy is applicable to the single rent agreement as well. Lessee and SIXT may agree that the liability of lessee is limited subject to an extra charge. The amount to which the liability of lessee is limited is agreed in the single rent agreement and further subject to these General Terms and Conditions. An overview and the details of the third-party insurance and the optional limitation of liability of lessee can be found and printed at <https://www.sixt.nl/services/huurinformatie/> and are at display at SIXT's locations and shall be sent by regular mail at SIXT's costs at lessee's first request. This insurance and limitation of liability only apply if lessee complies in full with these General Terms and Conditions.
3. The lessee shall be liable without any limitation being applicable for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by him or third parties to whom the lessee has left the car. The lessee shall indemnify SIXT against any and all penalties and fines, fees and other costs, levied by the authorities or other bodies on SIXT in relation to such occurrences. As compensation for SIXT's administrative costs incurred in handling enquiries from government authorities or other third parties in order to investigate administrative offences, criminal offences or any actions committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of EUR 29,- (incl. VAT) for each such enquiry, unless the lessee proves that SIXT incurred lower costs and/or loss without prejudice to the right of the lessor to claim greater damages or loss.
4. In the event of loss or damage of the charging cable for e-vehicles and hybrid vehicles, the lessee shall pay the lessor compensation by reimbursing the cost of replacing the cable by a flat rate of EUR 420 (no VAT), unless the lessee proves that SIXT incurred lower expenses and/or damages.
5. An accident is defined as a sudden event with mechanical force which affects the exterior of the vehicle. Damage due to braking, usage, and simple breakage shall not be considered damage as a result of an accident; this applies, in particular, to damage caused by e.g. slipping loads, incorrect refueling, damage caused by wiring, twisting damage, mishandling, overloading the vehicle, as well as damage between towing and towed vehicle or trailer without an external impact.
6. In case of use of roads where toll is charged, the lessee shall be liable for the timely and full payment of all fees.

K: Insurance

1. The mandatory insurance cover for the rented vehicle relates to a third party liability insurance with a maximum amount of cover for personal injuries and damage to property of third parties insurance with a maximum amount of cover for personal injuries for EUR 6,1 million and damage to property of EUR 2,5 million and is limited to Europe.
2. The insurance does not cover use of vehicles in breach of the single rent agreement, such as the use for the transportation of hazardous substances requiring a permit under any applicable law, use outside the areas as allowed in the rental agreement, or use otherwise than as intended.
3. The lessee is not entitled to admit or accept liability to any third party in whole or in part without the prior consent of the lessor in the event of a liability claim.
4. The lessee is obliged to prevent and mitigate the damage as much as possible in the event of an accident. Where reasonable, the lessee must follow the instructions of SIXT and support the assessment and settlement of the damage.

L: Lessee's direct debit authorization; exclusion of set-off

1. The lessee authorizes SIXT and its authorized collection agent irrevocably to deduct all car rental costs and all other claims connected with the single rent agreement from the means of payment presented at the conclusion of the agreement, referred to in the agreement or subsequently presented or additionally referred to by the lessee.
2. Only undisputed claims of the lessee or claims of the lessee which have become final and enforceable, may be set off against claims of SIXT.

M: Written form, dispute resolution, place of jurisdiction

1. There are no verbal side agreements.
2. Dutch law is applicable to all legal relations between the parties.
3. The place of jurisdiction is Amsterdam, unless the lessee is a consumer, in which case the place of jurisdiction is indicated by the law.