

# **General Terms and Conditions of Rental (Terms and Conditions)**

As of March 14<sup>th</sup>, 2019

The lessor is FLIZZR (FLIZZR is a brand of Sixt GmbH: Ortsstraße 18a: A-2331, Vösendorf; FN 117017i) (hereinafter referred to as lessor). The lessee is the respective natural person or legal entity entered in the rental agreement who rents a vehicle of the lessor.

## **A: Condition of the vehicle, repairs, operating utilities**

1. The lessee is required to handle the vehicle with care. He must observe all regulations applicable to the use of such a vehicle (in particular the Motorist Act (Kraftfahrgesetz) and the Traffic Regulations Act (Straßenverkehrsordnung)) and during the rental period, he must regularly check whether the vehicle still remains in reliable and roadworthy condition. Before driving, the lessee has to inform himself of the proper handling of the vehicle with the aid of the instruction manual placed in the vehicle as well as adhere to the pertinent regulations and recommendations (in particular, regularly check the sufficient level of engine oil, cooling liquid and other operating utilities).
2. Defects already existing at the time of acceptance of the vehicle are to be reported by the lessee to the lessor, thus ahead of driving, as far as these are not already listed on the rental agreement. If the lessee does not report these defects immediately, they are considered as having been caused by him, as long as he does not prove the opposite (this reversal of the burden of proof is not applicable in case the lessee is considered as consumer within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz)).
3. If, during the rental period, a repair of the milometer or a repair for the maintenance of the operation or the road safety of the vehicle or a mandatory inspection is needed, the lessee is allowed to mandate an authorized repair shop for the particular car brand up to an estimated amount of repair costs of EUR 100.-. Beyond that, in the event of damage, the lessee must achieve, without exception, agreement with FLIZZR before any assignment of repairs.
4. The vehicle will be handed over to the lessee with a full fuel tank. In return, the lessee must equally return the vehicle with a full fuel tank at the end of the rental contract. If the vehicle is not returned fully refuelled, FLIZZR will refill the vehicle by its own employees and charge the lessee with costs amounting to EUR 3.80/litre of missing fuel. The vehicle must be filled up only with the kind of fuel mentioned in the vehicle's instruction manual. The lessee is liable to the lessor for all damages resulting from improper refuelling (this is not applicable if the improper refuelling is not attributable to the lessee's fault; in this case, however inasmuch as it is not unreasonable in the particular case, the lessee must document the circumstances which led to the improper refuelling and immediately forward this documentation to FLIZZR).
5. In case of breakdown or damage to the milometer or its sealing, FLIZZR is entitled -provided the actually travelled route cannot be determined in another way- to charge the rental fee based on the average daily mileage since the initial registration day, but at least 100km/day.
6. In cases of vehicles with an AdBlue®-tank, the lessee must make sure that the AdBlue®-tank is sufficiently fuelled at all times. The lessee and his vicarious agents are unlimitedly liable for violations committed against the above mentioned obligation during the rental period; the lessee indemnifies FLIZZR for and against all claims which are asserted by authorities or any other third parties against FLIZZR because of the non-refuelling of the AdBlue®-tank, in particular for administrative penalties. If the lessee is considered a consumer under the Consumer Protection Act (Konsumentenschutzgesetz), he is only liable in the case of reproachable culpability.

## **B: Reservations, Prepaid Bookings**

1. Once FLIZZR confirms the booking as made by the lessee (e.g. via telephone or internet), this confirmation is binding for FLIZZR in accordance with the following provisions. Thereby, no obligations arise for the lessee. The rental agreement is concluded at the time of the actual collection of the vehicle. In case the lessee does not take over the vehicle within one hour after the agreed time at the latest, FLIZZR is also no longer bound by the reservation agreement. This does not apply to Prepaid Bookings (B.5).
2. Reservations are only binding for vehicle classes, but not for specific types or brands of vehicles. FLIZZR is entitled to provide a vehicle of a higher vehicle class instead of a vehicle of the reserved vehicle class (for the originally agreed rental fee), insofar as this is justified and reasonable to the lessee (not reasonable is e.g. the provision of a truck/transporter instead of a passenger car). If no vehicle of the reserved vehicle class is available, the lessee may refuse the collection of the vehicle without giving reasons and without further charging of costs.

3. In case of external reservations (these are only considered as arranging services by FLIZZR (Austria)), the rental agreement is concluded with the local FLIZZR company, which also assumes possible contractual liability. FLIZZR (Austria) is not liable unless FLIZZR (Austria) is at fault.

4. The following applies to prepaid reservations:

In case of bookings made at prepaid rates (immediate payment at booking), the rental agreement is already concluded at the time of this booking. Vehicles booked at prepaid rates will be provided for collection during the entire booking period. Therefore, the rental charges are not to be reimbursed in case the vehicle is not collected, unless the lessee justifiably rejects the takeover of the vehicle provided in situ by FLIZZR (e.g. because an unreasonable vehicle different from the booked vehicle class is provided or because special accessories booked by the lessee (as e.g. child safety seats) are not available) or FLIZZR is incapable to provide a vehicle in accordance with the booking to the lessee at the agreed time.

A booking can be changed until 48 hours prior to the beginning of the rental in return for an alteration charge of EUR 20.-. Any prepayment already made towards the rental shall not be refunded; nor shall any differential amount be refunded.

Where applicable, the right of withdrawal will be unaffected in case of a consumer within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz) as well as a consumer within the meaning of the Remote Sales Act (Fernabsatz- und Auswärtsgeschäfte-Gesetz).

5. FLIZZR will strive to provide any special accessories desired by the lessee at the time of the reservation (e.g. child's safety seat etc.), but cannot always provide guarantee in this respect. This is already pointed out expressly at the reservation. If these special accessories should not be provided in a particular case, this does not entitle the lessee to make consequent claims. In this case, the lessee may refuse the collection of the vehicle without further charging of costs.
6. Reservations, according to which the vehicle should be picked up or delivered outside of the usual opening hours of the respective FLIZZR stations, can only be made after a previous inquiry. Reservations, according to which the vehicle should be picked up outside of the usual opening hours, will be upheld 30 minutes exceeding the agreed time at the most. If the vehicle reserved for a time outside of the usual opening hours is not picked up, a fee of EUR 60.- will be incurred. If the lessee is considered a consumer under the consumer Protection Act (Konsumentenschutzgesetz), this fee only applies if the lessee is at fault concerning the vehicle's non-collection.

### **C: Documents to be produced when collecting the vehicle, authorized drivers, allowed uses, driving abroad**

1. When the vehicle is handed over, the lessee must produce a domestically valid driving licence necessary for driving the vehicle, a valid means of payment (credit card), as well as an identification card or a passport. Accepted means of payment are valid credit cards of internationally recognised credit card companies, notably American Express, Diners Club, Eurocard/MasterCard, JCB and Visa.

Not accepted are among others all prepaid cards as well as debit cards e.g. Visa Electron.

In the case of bookings made at the prepaid rates, the means of payment used at the time of booking must be presented. If the lessee is unable to produce said documents when the vehicle is handed over, FLIZZR will cancel the rental contract; in any such cases, the lessee shall have no claim for non-performance. Furthermore, restrictions regarding age (an additional charge shall be charged for drivers under the age of 25 according to the current price list) and/or length of time for which a driving licence must have been held, apply to certain vehicle categories. A list of the age and driving licence provisions can be inspected prior to reservation on FLIZZR's website, as well as at the FLIZZR rental office. In case of driving in neighbouring countries a fee will be incurred. The fee can be found at FLIZZR's rental information, at the FLIZZR station or can be asked by telephone.

2. The vehicle may only be driven by the lessee himself/herself or -for an adequate additional charge mentioned in the current price list- other suitable persons named in advance by the lessee. This limitation does not apply if the lessee is a legal entity or unable to drive the vehicle himself due to not reproachable reasons (e.g. medical emergencies). If the lessee does not drive the vehicle himself, he must transfer all responsibilities resulting from the rental agreement and these conditions to the other driver(s). The actual prices can be found in the current FLIZZR rental information, at the FLIZZR station or can be asked by telephone.

3. The lessee is jointly and severally liable for actions of persons, whom he -with or without consent of FLIZZR - left the vehicle to (or those persons whom these persons left the vehicle to), like for own acting, to the extent said action relates to the transfer or use of the vehicle (see Point N3). Therefore, there is no liability in these cases, particularly where FLIZZR must cover damages. A possible limitation of liability agreed in consistency with the below mentioned provisions does not become operative in the event that the lessee (or a person attributable to him) leaves the vehicle to a third person without reporting this to FLIZZR in advance (within the meaning of above mentioned provision) and that during this time (without any fault of FLIZZR) a damage occurs to the vehicle.
4. The lessee may only operate the vehicle if he possesses a valid driver's license at the time and place of operation. In case the lessee leaves the vehicle to a third person within the meaning of the above provision, he must check autonomously whether this person possesses a valid driver's license beforehand. Insofar as FLIZZR stipulates for a specific vehicle that the lessee must have already possessed the driver's license for a certain period of time, he must also consider this provision in the case of passing on the vehicle (and if necessary, confer with FLIZZR before the passing on).
5. The vehicle may only be used in the public road traffic (including paved private roads and paved private parking areas), however not for driving school lessons. The vehicle moreover may not be used:
  - for motor sports purposes, especially for driving events at which achieving a maximum speed is important, or the corresponding practice run;
  - for car tests or driver's safety training;
  - for passenger transport on a commercial basis;
  - for purpose of sublease;
  - for committing criminal acts, also in the event these criminal acts are subject to penalties only to the law of the place where the act is committed;
  - for the carriage of readily inflammable, explosive, poisonous or otherwise dangerous substances;
  - for drives offside paved (asphaltic, concreted, cobbled or paved by any similar material) roads.

The ban on driving off-road does not apply to vehicles, which FLIZZR especially labelled as "off-road vehicle" at the booking or rents as "off-road vehicles". In this case, the vehicle shall be expressly used in the way and on the terrain as described in the instruction manual of the vehicle (to be found in the glove compartment).
6. The lessee is obliged to fix the freight stored in the vehicle properly (especially to avoid any shifting) and to make sure, that all persons travelling with him use the available seatbelts according to regulations the whole time.
7. The lessee is prohibited to enter such countries with the vehicle, which, according to the information provided in the rental agreement copy, are not admitted for the car brand or the rented type of vehicle by FLIZZR. Each branch of FLIZZR will provide information on this issue. Before driving abroad, the lessee needs to ensure himself actively whether the intended target country is included by this limitation.
8. Each culpable (also merely negligent) violation of the above mentioned provisions (number 1, 2, 4-7) makes the lessee fully liable to FLIZZR for each damage incurred thereby (including expedient costs of bringing a claim) (as far as FLIZZR is not at fault). Any agreed limitation of liability is ineffective in case of such a violation.

## **D: Rental Price, Default Interest**

1. If the vehicle is not returned to the same FLIZZR-station as the one it was picked up at, the lessee is obliged to reimburse the costs of the return, as far as there is no other written agreement (the limitation to the written form does not apply for consumers).
2. The rates valid according to the price list at the time of the renting are principally considered as rental price, as far as no special rental price was agreed upon. The conditions for these rates are available in the salesrooms of FLIZZR. This price does not include costs for refuelling, fuel, service charges as well as delivery costs and costs for pick up. Special prices and

discounts only apply in cases of full payment at the due date. In case of culpable late payment, any discounts allowed will be charged towards the current tariff list subsequently.

- In case of delay in payment attributable to the lessee's fault -as to the rental price, claims for compensation of damage, or any other claim resulting from the rental contract- default interest of 12% p.a. (If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*) 4% p.a.) becomes due. Additional monition fees amounting to EUR 18.- including VAT are charged per monition, unless this fee would be disproportionate to the claim.

**E: Due date, Conditions of payment, Security deposit (deposit), electronic invoicing**

- The rental charge (plus any other charges agreed, such as e.g. exemptions from liability, delivery charges, airport charges etc.) plus value added tax in the statutory amount applicable must be paid in full for the whole agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund (unless this reduction of the period of use is attributable to FLIZZR). The rental charge shall be due at the beginning of the rental period, or in the case of bookings made at the prepaid rates, already at the time of the booking. In the case of foreign bookings at the prepaid rates, FLIZZR, as a matter of principle, only acts as a collection agent when collecting the rental charge that is due at the time the booking is concluded. If the agreed rental period exceeds a period of 28 days, the rental charge shall be payable at intervals of 28 days and at the beginning of each interval.
- To rent a vehicle, a valid credit card must be presented. Cash payments will not be accepted.
- The lessee is obliged to pay a deposit in addition to the rental price at the beginning of the rental period as security for the fulfilment of his obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and depends on the table below (e.g., vehicle group CDMR = C\*\*\*; the deposit is therefore 300.00 EUR). The vehicle group of a vehicle can be determined online or requested by telephone or in a FLIZZR station. The vehicle group is also listed in the reservation confirmation and the rental agreement.

Vehicle Group	Security Amount	Currency
M***, E***, C***, I***, S***	300,00	EUR
F***, P***, L***	500,00	EUR

The lessor is not obliged to invest the security separately from its assets. No interest is charged on the collateral. The lessor may also assert its claim to the provision of a security for a longer period after the commencement of the rental relationship

- As far as there is no deviating agreement, the rent, any other agreed charges and the security deposit (deposit) are debited from the credit card of the lessee. The lessee needs to take care that this kind of charging is always possible (based on sufficient funds). If not, the lessee is liable to FLIZZR for all additional costs arising thereby (in particular charges in case a transaction had to be reversed, default interest etc.) in the case of his culpability. If the charging by credit card provided by the lessee is not possible, FLIZZR is entitled to terminate the rental relationship with immediate effect. The deposit within the meaning of the above-mentioned Section 3 will not be charged off the credit card of the lessee, but merely reserved – the charge is to be made when the secured claim is due for payment.
- (Section E.5 only applies, if the lessee is not considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*)).

The lessee agrees that the lessor's invoices will generally be sent electronically to the invoice recipient given.

The lessee complies with the procedure, that he will not receive paper invoices any longer. Instead, the lessor will sent an electronic invoice, meeting the statutory provisions, to the e-mail address provided.

The lessee can object the consignment of electronic invoices at any time. In this case, the lessor will perform paper based invoicing to the lessee. The lessee is obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in that case.

The lessee is responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. The lessee is accountable for malfunctions of the receiving devices or any other circumstances that hinder the access to the

invoices. An invoice is received as soon as it entered the lessee's domain. If the lessor just sends a note and the lessee can retrieve the invoice by himself or if the lessor makes the invoice available for retrieval, the invoice is received when it was fetched by the lessee. The lessee is accountable for retrieving the provided invoices in reasonable intervals.

If an invoice is not received or cannot be received the lessee shall notify the lessor immediately. In this case the lessor will re-send a copy of the invoice and dub it as copy. If the malfunction in the possibility of transfer cannot be resolved promptly, the lessor may send paper invoices until the malfunction has been solved. The lessee bears the costs for the consignment of paper invoices. The currently valid costs can be found in the FLIZZR rental information online available at [www.flizzr.com](http://www.flizzr.com).

If the lessor provides the lessee with login data, user name or password, those have to be secured from unauthorised access and kept strictly confidential. In case of the lessee attaining knowledge of this information being obtained by unauthorized persons, he has to inform the lessor immediately.

## F: Insurance

1. The rented vehicle is covered by Third Party insurance on the usual terms of insurance applicable in Austria as well as on the valid minimum sum insured in Austria. This insurance does only apply to Europe (geographically). If claims are asserted against FLIZZR because of damages caused by the lessee or persons, whom he left the vehicle to without full protection covering (and without FLIZZR being at fault), the lessee needs to fully indemnify and hold FLIZZR harmless as to it. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this fee only applies if the lessee is at fault concerning the damage.
2. The protection excludes the use of the vehicles for the carriage of dangerous substances for which permission is needed.
3. In case of a passenger personal accident protection limit of liability amounts to EUR 50,000.- in case of disability, EUR 25,000.- in case of death, EUR 1,000.- for the cost of medical treatment. If there are two or more occupants the amounts insured increase onetime to 50%. The damaged persons are entitled to these amounts on a pro rata basis.

## G: Accidents, theft, duty to give notice

1. The lessee shall be required to notify the police immediately following any event of accident, theft, fire or damage caused by wild animals. Also in case of mere material damage, the next police station is to be requested to collect the accident data according to § 4 Abs. 5a Traffic Regulations Act (*Straßenverkehrsordnung*). If the police denies the collection of accident data, the lessee needs to prove this fact in an appropriate way (e.g. written confirmation by the police, or by reporting (including day and time) which police station was contacted but denied the collection of the accident data) to the lessor. In case that no third party is damaged by the accident and -if mere material damage occurred- in case that the lessee has exchanged personal data with the damaged third party according to § 4 Abs. 5a Traffic Regulations Act (*Straßenverkehrsordnung*) the lessee is -by way of exception- not obliged to inform the nearest police station, if the accident has caused only minor defects in paint work of the FLIZZR-car (scratches etc.). Nevertheless the lessee is in such a case obliged to fill in an accident report (see the following provisions) and report the damage to FLIZZR. If unknown third parties have damaged the FLIZZR car (hit-an-run-accident) the lessee shall in any case inform the nearest police station and request to collect the accident data.
2. The lessee needs to contribute as far as possible to the fact-finding and to omit everything that would impede or prevent this. Without consulting FLIZZR the lessee may not acknowledge a fault towards third parties.
3. In case of damage, the lessee shall be required to inform FLIZZR in writing about all details promptly, at the latest two days following the event of accident. For this purpose the accident report included in the car documents must be filled out, carefully and completely (by reporting all potential witnesses known by the lessee).
4. An intent or gross negligent breach of contractual obligations in accordance with Sections G.1 – G.3 (obligations within the meaning of Section 6 Insurance Contract Act (*Versicherungsvetrags-Gesetz*)) leads to a release from the obligation to perform of the insurance respectively to a loss of any agreed limitation of liability. This shall apply if the breach had an influence on the fact-finding of the insured event or the amount of the insurance benefit and/or the amount of the liability for damages of the lessee to FLIZZR or however with the intent to influence the obligation to provide indemnification respectively disturb the finding of these circumstances.

5. The lessee is fully liable despite any agreed limitation of liability in accordance with Section I.3 to FLIZZR for all damages (in particular costs of bringing an action that are adequate, necessary and -insofar as an extrajudicial enforcement is concerned- in a reasonable proportion to the demanded amount) resulting from culpably provided incorrect information about the circumstances of the accident. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), he is only liable for provided incorrect information, if it is caused by gross negligence or intention.

## H: Liability of FLIZZR

1. SIXT shall always be liable in case of intent or gross negligence as well as for personal damage. The claim for damage because of breach of fundamental contractual obligations is limited to the losses foreseeable and typical for this type of contract. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this exclusion of liability only applies in case of slight negligent infliction of damage by FLIZZR or individuals, whose conduct is attributable to FLIZZR. There is an exemption of liability of FLIZZR for loss of profit. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this exclusion of liability only applies in case of slight negligent infliction of damage by FLIZZR or individuals, whose conduct is attributable to FLIZZR.
2. FLIZZR shall not be liable for items put into the vehicle by the lessee or being stolen, damaged or left at the return of the vehicle. This exemption of liability does not apply in case of intent or gross negligence of FLIZZR or persons, for whom FLIZZR is responsible for in accordance with the provisions of law.

## I: Liability of the lessee, limitation of liability

1. If there is no other express agreement in the individual case, the lessee shall be liable to FLIZZR for all damages to the vehicle or its equipment respectively for the loss (theft and the like) of the vehicle or its equipment as far as these damages respectively the loss occurred between the acceptance of the vehicle and the return by him. For this kind of liability actual fault of the lessee for the damage is not required, as far as he is not considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*). The lessee shall not be liable for these damages in case they were caused by FLIZZR or by persons whom FLIZZR is responsible for in accordance with the provisions of law or arising from manufacturing defects respectively from fair wear and tear.
2. The lessee in particular needs to return the vehicle in the condition it was taken over (except for the common wear incurred due to the rental period and the mileage).
3. The lessee may limit the liability for damages from accidents/thefts by paying a special fee according to the price list to the agreed retention (contractual limitation of liability). In this case he shall be liable for damages attributable to accidents and/or thefts respectively wilful damage to the vehicle by third parties, exceeding the agreed retention only if:
  - the damages are due to deliberate intent or gross negligence by him or persons, to whom he left the vehicle;
  - the vehicle was driven at the time of the damage with the lessee's knowledge and consent by a person (was left to a person) who was not named in advance to FLIZZR in violation of provision C.2;
  - the driver at the time of the accident was not in possession of a valid driver's license or the fitness to drive was impaired due to alcohol, drugs or similar reasons;
  - the vehicle was used at the time of the damage in violation of Section C.5-7 of these terms and conditions;
  - any breach of obligations as mentioned in Section G. of these terms and conditions (considering the limitation in accordance with G.4) occurs;
  - he or the driver he left the vehicle to fled from the scene of the accident, as far as the interest of SIXT in fact finding are generally affected thereby, unless the breach of obligation was not deliberated intent or grossly negligent;
  - the damage does not arise during the agreed rental period (this in particular applies in cases of delayed return of the vehicle);
  - the damage arose during an unauthorized trip abroad (See C.7).

4. The limitation of liability within the meaning of the above mentioned conditions furthermore does not apply to damages that are due to handling errors, improper refuelling (if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this applies only if the lessee is at fault), shifting of freight, braking actions culpably caused by the lessee, mishandling of snow chains or luggage racks, improper loading, drives offside paved roads, non-shutting of tops/windows in rain and wind, non-observance of maximum vehicle height and width (in case of driveways, bridges, tunnels, and the like) as well as inadequate protection of the vehicle (unlocked vehicle, key left in the lock) and the like. The limitation of liability does also not apply to damages and soiling of the vehicle interior (such as burn holes in the seats and the like) as far as these are not immediate consequences of accidents, for damaged tyres as well as for the cost for the replacement purchase of lost automobile keys or car documents. Therefore, the lessee's liability in terms of the foregoing provision 1.1 remains valid as to the whole damage in all of these cases- despite the agreed limitation of liability.
5. This kind of agreed limitation of liability does not make FLIZZR liable for items put in the vehicle by the lessee and being damaged or stolen there.
6. If the lessee parks the vehicle inadequately secured and left without appropriate surveillance (unlocked respectively leaving the automobile keys in the vehicle) or if the lessee leaves valuable articles in a way visible from the outside, these thefts respectively burglaries are to be considered as being caused grossly negligently in terms of Section 3. Subsequently, any agreed limitation of liability is not valid in this case.
7. Beside the limitation of liability mentioned above in Section 3 of these terms and conditions, the lessee may agree upon a partial limitation of liability up to certain retention by paying of a corresponding lower additional charge. In the event of such an agreement the lessee is not liable, apart from the contractually agreed retention, for damages due to strokes of lightning, rock fall, stone chip, landslide, avalanches, snow loads, hail, flooding, storm (weather related movement of the air of more than 60km/h), blaze, explosion, theft, burglary, robbery or contact of the moving vehicle with furred game on public road traffic. This limitation of liability does not apply to damages arising, despite being caused by the above-mentioned forces of nature from the performance of the driver.

The provision of 1.3 applies correspondingly to a partial limitation of liability stipulated. The provisions of Sections 4 to 6 shall apply *mutatis mutandis* to this partial limitation of liability.

8. If no (partial) limitation of liability within the meaning of the preceding provisions is applicable, the lessee shall indemnify FLIZZR in total for the damage he is liable for. FLIZZR will provide evidence about the amount of the damage by presenting the expertise of a therefore qualified (legally sworn) official expert.
  - For processing, general expenses and frustrated expenses FLIZZR may ask the lessee, who is liable for the damage, to pay an additional lump sum in the amount of EUR 150.- incl. VAT per case of damage.

If the lessee disputes the validity of the loss adjustment done by FLIZZR, he is entitled to obtain an opinion by a qualified legally sworn expert himself within 4 weeks. For this purpose, FLIZZR will make the photos of the damaged vehicle taken by the expert available to him, if he requires it. If this report gives a lower amount of damages, this, at any rate, is payable immediately. Concerning a possible remaining difference between the loss adjustment of FLIZZR and this expert report collected by the lessee, the parties will try to find a mutually agreed solution. If this is not achieved within 4 further weeks, FLIZZR is entitled to bring about a judicial clarification. If such a judicial decision or settlement concludes that the amount of damage ascertained by the lessee's expert is correct (and therefore the amount of damage ascertained by the expert appointed by FLIZZR is false), FLIZZR will reimburse the lessee's appropriate and expedient costs of his expert.

9. If a limitation of liability was stipulated and the actual damage (calculated acc. to the preceding provision) is inferior to the retention stipulated, the lessee shall only be charged the actual damage.
10. If between the acceptance and return of the vehicle by the lessee several damages occurred to the vehicle, for which the lessee is responsible according to the foregoing provisions which do not result from consistent accident events, he -in case of the stipulated limitation of liability- shall be obliged to pay the stipulated retention per case of damage (however, the preceding provision on lower amounts of damages applies *mutatis mutandis*).
11. A retention agreed within the scope of the (partial) limitation of liability shall also be due for payment to the full amount, if the lessee only bears partial blame for the damage. However, the above provision 10 applies correspondingly (therefore, the whole retention is only to be paid by the lessee, if his quote of the actual damage according to the proportion of his contributory negligence according to section 1.8 is higher than the agreed retention).

12. The lessee shall be liable in any case for violations of legal provisions in particular traffic regulations and other regulations (which FLIZZR is not responsible for), caused by culpable conduct of the lessee or persons he was responsible for according to the above provisions during the rental period. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this only applies, if the lessee or person he was responsible for are at fault for the violation. The lessee shall hold harmless and indemnify FLIZZR with regard to all administrative penalties, fees and other costs (in particular, possible and appropriate costs of bringing an action), emerging from such violations the lessee is responsible for, which the authorities claim from FLIZZR as the registered keeper of the vehicle due to such violations. On the occasion of respective requests for information by authorities entitled thereto, FLIZZR shall transmit data of the lessee to them. As compensation for the administrative expenses incurred by FLIZZR due to the processing of the requests which the authorities addressed to FLIZZR for investigation of infringements and offences committed during the rental period, FLIZZR shall receive from the lessee a lump sum of EUR 15.- for expenses. The fee can be found in the currently valid rental information. FLIZZR shall be at liberty to assert any further provable damage, this does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).
13. Using motorways, the lessee of a rented freight vehicle subject to road charge shall assume the full payment of motorway charges in due time and shall hold harmless and indemnify FLIZZR in respect thereof. The same applies to using toll ways in-country and abroad, inasmuch as the vehicle has not been furnished with an appropriate toll way permit sticker yet, and also for rented cars.
14. The lessee must observe all pertinent regulations as well as third parties' rights while driving and parking the vehicle. In particular, the vehicle must not be parked on third parties' private grounds without an adequate permission by persons authorized to that end. If violations of this provision are maintained by third parties, FLIZZR will identify the lessee's name and address to the third party on such a request so he can assert possible claims in this respect directly towards the lessee. Should FLIZZR still be engaged by a third party because of the lessee's actions or neglect (especially by civil nuisance or injunction suits), FLIZZR will give third-party notice to the lessee in these trials in order to give him the possibility to ward off the third party's claims. If the trials make apparent that culpable conduct of the lessee or persons he was responsible for existed, he has to indemnify and hold harmless FLIZZR regarding all consequent damages and disadvantages (including the costs of the proceedings).

## **J: Return of motor vehicle**

1. The rental agreement shall expire at the date (day and time) stipulated and may be extended within the scope of this agreement upon prior consent of FLIZZR, if the lessee notifies FLIZZR three days prior to the end of the rental period stipulated. In the event of change of the vehicle and a rental period of more than 28 days the initial rental agreement shall apply.
2. The lessee shall be required to return the vehicle to the lessor upon the expiration of the rental period at the location stipulated, as long as no other agreements have been made. Upon return, the vehicle shall be cleared of items belonging to the lessee or to persons attributable to him and be cleaned.
3. Special rental rates apply only within the period offered and in case of payment in accordance with the rental agreement. If said period is exceeded or curtailed at fault of the lessee or in case of default of payment at fault of the lessee the normal rate, according to the current rate list, that is displayed in the FLIZZR offices, on [www.flizzr.com](http://www.flizzr.com) and can be requested by telephone, instead of the special rate, shall apply from the date of the agreed return. FLIZZR explicitly reserves the right to assert any further damage. This does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).
4. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental period (with due regard to day and time), the lessor shall be entitled to charge payment for use of the vehicle for the period exceeding the contractual term, at the normal rental rate according to the current rate list, that is displayed in the FLIZZR offices, on [www.flizzr.com](http://www.flizzr.com) and can be requested by telephone. If the lessee originally booked a special rate (e.g. weekend rate), this additional usage charge according to the current rate last per day or kilometre can be considerably higher than at the original booking. In cases of a delayed vehicle return, a fee of EUR 30.- is charged after 30mins. Additionally a daily rate of pay is charged per begun 24 hours (calculated from the agreed return date). If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), FLIZZR's right to charge a fee only applies if the lessee is at fault concerning the circumstances mentioned above.

5. In case of a delayed vehicle return attributable to the lessee, a possible limitation of liability agreed in terms of provision I. of these conditions is not in force anymore as of the originally agreed return date (because the fee paid by the lessee for the limitation of liability only covers the period of time till the agreed return). This is not applicable if the delayed return is attributable to reasons FLIZZR has to cover.
6. FLIZZR shall be entitled to terminate the rental agreement without notice if:
  - the lessee defaults on his payments arising from the contractual relationship with FLIZZR more than seven days after maturity;
  - bank collections/-cheques/credit card debits arising from the contractual relationship with FLIZZR are left uncashed;
  - the lessee uses the rented vehicle against the provisions of the rental agreement.

If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), FLIZZR's right to terminate the rental agreement early only applies if the lessee is at fault concerning the circumstances mentioned above and if these circumstances are so grave, that there is serious danger of not only a minor damage for FLIZZR, if the rental contract persists.

If FLIZZR terminates a rental agreement, the lessee shall be obliged to return the vehicle together with the vehicle papers, all ancillary equipment and all automobile keys to FLIZZR without delay.

7. In case of long-term rentals (rentals with an agreed rental duration of more than 27 days) the lessee undertakes to return the vehicle when the kilometre reading stated in the rental agreement is achieved, by no later however than on the last day of rental as stated in the rental agreement. For the event that the lessee exceeds the kilometre allowance as stated in the rental agreement by more than 100 km and/or returns the vehicle after the date stated in the rental agreement he is obliged to pay a conventional penalty in the amount of EUR 500.-; this shall not apply if the lessee proves that the lessee has not suffered any or minor damages. With the achievement of the kilometre reading as stated in the rental agreement the lessee shall receive an equivalent substitute vehicle for the remaining rental duration when the vehicle is returned. Concerning the contractual penalty, the right of reduction by the court according to § 1336 Abs. 2 ABGB (Austrian Civil Code) is expressly pointed out.

## **K: FLIZZR Express Service/Master Agreement**

1. Upon the conclusion of the Master Agreement these rental terms and conditions of FLIZZR shall also apply to all rental agreements within the scope of the FLIZZR Express Service in addition to the special provisions.
2. By using the FLIZZR Express Service the lessee accepts the offer for rent by the printing of a respective rental agreement and the acceptance of the automobile keys at the FLIZZR counter or the FLIZZR keys safe. When using the FLIZZR Express Service at other FLIZZR locations, the lessee accepts automatically the currently valid Terms and Conditions.
3. By using the FLIZZR Express Service the lessee accepts the rental agreement which he receives with each rent as binding also without his signature.
4. The lessee shall explicitly affirm to be in possession of a valid driver's licence upon conclusion of the rental agreements. He shall engage to notify FLIZZR about all changes with regard to his driver's licence, his address and his credit card identified in the Master Agreement by the conclusion of a respective follow-up agreement.

## **L: Direct debit authorization by the lessee**

The lessee authorizes FLIZZR to debit all costs of the rental vehicle and all other claims related to the rental agreement (including damage claims and retentions) from the credit card presented prior to the conclusion of the rental agreement, identified in the rental agreement respectively presented by the lessee subsequently or identified additionally. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this merely applies to the agreed rental fee and the security deposit in terms of provision E.3 of these conditions.

## **M: Personal data protection clause**

1. The following personal data of the lessee may be electronically processed, saved and – within the scope of the Austrian Data Protection Act (*Datenschutzgesetz*) – transmitted and used by the FLIZZR data processing:
  - name, address, e-mail address, fax and phone number, date of birth, driver's licence data, customer number
  - rented vehicles, damages of these vehicles incurred, open claims, data on receipt and return

Subjective value judgements, the personal income and financial situation shall not be stored.

The lessee agrees to the transmission of these personal data to Sixt GmbH & Co. Autovermietung KG and SIXT SE, both Pullach, Germany, (details see <http://se.sixt.de/info/impresum/>) for the purpose of the execution of the business of this agreement as well as for future advertising purposes in the range of car rental. In case of external reservations by SIXT the lessee agrees to the transmission of his personal data to the SIXT company with which the local rental agreement will be concluded (details see [www.sixt.de](http://www.sixt.de)).

2. The lessee may revoke the consent about their data being circulated by Sixt at any time.
3. Name, address and dates of rental will be transmitted to the authority at reasonable governmental request, in case of alleged violation of a third parties' right (eg trespass) to that third party.

## **N: General Provisions**

1. This agreement is subject to Austrian law excluding the conflict law provisions. The obligation of the lessee to observe the local law during his trips abroad shall remain unaffected thereof.
2. The offsetting against claims of FLIZZR shall only be admissible with regard to undisputed and non-appealable claims of the lessee, which are in direct legal connexion with the rental relation.
3. More than one lessee shall be jointly and severally liable for claims arising from this agreement (i.e. everyone shall be liable for the full amount of the claim). Likewise, lessees are liable to Sixt for the actions of those persons to whom they allow to use the vehicle with or without the consent of FLIZZR (and of those persons to whom the latter allow to use the vehicle) and for any and all damages caused by all such persons both jointly and severally, to the extent said action relates to the transfer or use of the vehicle (see also Point C3).
4. Expressions related to individuals used in this agreement shall apply to men and women similarly.
5. If one of the provisions of the rental agreement or of this agreement is or becomes invalid, this shall not affect the validity of the other provisions. This does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).

## **O: Jurisdiction, written form**

1. There are no oral side agreements, existing oral side agreements shall terminate upon the signing of this agreement. Modifications, also of this provision, shall require written form. However, the regulations of this provision shall not apply to consumers within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*).
2. The court in Vienna, Innere Stadt (Inner City), having subject-matter jurisdiction, shall have exclusive jurisdiction. If the lessee is a consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*) the forum domicilii shall have jurisdiction. However, the lessee shall also be entitled to file his action against FLIZZR before the aforementioned court.