

General Terms and Conditions of Rental (Terms and Conditions)

These General Terms and Conditions of Rental shall apply to all rental agreements for vehicles concluded between Sixt GmbH & Co. Autovermietung KG (lessor) and the respective lessee under the FLIZZR brand.

A: Condition of the vehicle, repairs, fuel

1. The lessee undertakes to treat the vehicle appropriately and with due care, to observe all the regulations and technical rules which apply to its use, especially to check regularly that the engine oil level is sufficient and to observe when vehicle services are due and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle. The lessor's vehicles are non-smoking vehicles in principle.
2. If, during the term of the rental period, it becomes necessary to repair the odometer (kilometre 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.
3. The vehicle shall be handed over to the lessee with a full tank of fuel. Correspondingly, the lessee must return the vehicle at the end of the lease with a full tank of fuel. If the vehicle is not returned fully tanked, the lessor shall charge the lessee the fees for filling the vehicle and fuel in accordance with the rates applicable at the time of rental, unless the lessee proves that no or lower costs for filling incurred. The rates as applicable from time to time are available at the FLIZZR rental office.
4. With rentals having a term of more than 27 days the lessee must bear the cost of procuring replenishment liquids (particularly engine oil, windscreen cleaner as well as antifreeze) up to an amount of 8% of the respective month's (net) rental fee in the event that said liquids need to be replenished during the rental period.
5. When renting vehicles with an AdBlue® tank, the lessee must ensure that the AdBlue® tank is always sufficiently filled. The lessee and his vicarious agents shall be fully liable for breaches of the above obligation committed during the rental period; the lessee shall indemnify the lessor against all claims, in particular against any penalty and warning fines, asserted by the authorities or other third parties against the lessor because of any failure to fill the AdBlue® tank.

B: Reservations, bookings made at prepaid rates

1. Reservations for Germany or abroad are binding only for price-groups, not for vehicle types. If the lessee has not collected the vehicle by no later than one hour after the agreed time there shall no longer be a binding reservation.

The maximum rental period for a booking at the prepaid rate is 27 days. The booking may be changed up to one hour before the scheduled beginning of the rental period. There will be a rebooking fee of €20 plus any difference between the original rate and the rate applicable to the adjusted rental period. A change from a prepaid rate to a non-prepaid rate is not possible. Any prepayment already made towards the rental shall not be refunded; nor shall any differential amount be refunded. Cross-border rebooking of existing reservations is not possible. The lessee can also cancel a booking before the rental begins. In the event of cancellation, the prepayment shall not be refunded if the prepayment does not exceed the rental charge of three rental days (including any extras and charges according to clause D.), unless the lessee proves that for cancellation no or lower costs incurred in course of cancellation at the lessor. The portion of the prepayment that exceeds the rental charge of three rental days including any extras and charges shall be refunded within ten working days of the cancellation. Cancellations can be made online (www.flizzr.com) or in writing and must be addressed to: customer-service-de@flizzr.com. In the event that the booked vehicle is not collected or not collected within one hour after the agreed time the rental charge already paid shall be withheld in full, unless the lessee proves that no or lower costs incurred for the lessor due to no collection.

2. For bookings made at prepaid rates, it is not possible to apply vouchers or any other credits during or after the booking unless the conditions shown on the voucher explicitly permit the redemption of the voucher value in bookings made at prepaid rates and if the voucher value is immediately applied during the booking.

C: Documents to be produced when collecting the vehicle, authorized drivers, permitted drivers, travel 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 as well as a personal identification card or passport. 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, the lessor 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 23) 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, at the FLIZZR rental office or can be asked for by telephone.
2. The vehicle may be driven only by the driver named in the rental contract. If the vehicle is to be driven by persons other than the above-named person an additional charge shall be charged for each additional driver. The charges as applicable from time to time can be inspected on FLIZZR website, at the FLIZZR rental office or can be asked for by telephone. When the vehicle is collected the original driving licences of any additional drivers must be presented.
3. The lessee shall be liable for the actions of the driver as if they were the lessee's own actions.
4. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may not be used
 - for motor sport purposes, in particular driving events where the important thing is to achieve maximum speeds, or for any associated practice drives,
 - for vehicle tests or for safety driving training,

- for the commercial transportation of persons,
 - for renting to sub lessees,
 - for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
 - for transporting easily inflammable, toxic or other hazardous substances,
5. The lessee is obliged to properly secure any goods carried.
 6. Depending on the category of vehicle, rental vehicles may not be used abroad in certain countries. A list of the countries in which the respective categories of vehicle may not be used, can be inspected prior to reservation on FLIZZR's website and at the FLIZZR rental office or can be asked for by telephone. In addition, the countries in which the rental vehicle concerned may not be used are listed in the rental agreement form.
 7. Any violation or non-performance of a provision under sub-clauses 1, 2, 3, 5 or 7 above shall entitle FLIZZR to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the lessee shall have no right to damages. This shall be without prejudice to any claim to damages that accrues to FLIZZR due to the breach of one of the provisions under sub-clauses 1, 2, 3, 5 or 7 above.

D: Rental charge

1. If the vehicle is not returned to the agreed rental car office, the lessee shall be obliged to pay, as compensation for the related processing expense, a handling fee in an amount of 49.99 EUR incl. VAT, unless the lessee can prove that the lessor only incurred a smaller expense and/or damage. This shall not restrict the right of the lessor to assert any further damage, in particular the costs for the return transfer.
2. The rental charge comprises a basic rental charge, charges for extra services and any location surcharges. The charges for extra services are particularly one-way charges, the costs of filling the vehicle and of fuel, service charges, tolls in case of sub-clause 1.5, accessories/extras such as e.g. child seat, snow chains, navigation system etc., delivery and collection costs. Location surcharges will apply to the basic rental charge as well as the charges for any extra services. Special prices and price discounts apply only if payment is made when due.

E: Due date, electronic invoicing, payment terms, security (deposit), termination without notice because of default of payment, personal accident protection

1. The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, airport charges etc.) plus value added tax in the statutory amount applicable from time to time must, as a matter of principle, be paid in full for the agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund. 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 concluding 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.
2. 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 send 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 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.

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 the lessee takes note that unauthorised persons gained access to this information, he shall notify the lessor of it immediately.

3. 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

4. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the lessee's credit card.
5. Instead of debiting the Customer's credit card, the lessor can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the Customer by his credit card institution for his credit card.
6. If the lessee is in default of payment of the rental fee the lessor shall, even without prior warning, be entitled to terminate the lease agreement without notice. If the agreed rental period exceeds a period of 28 days and if the lessee is in default of either the whole or a not inconsiderable part of payment of the rental fee for the interval concerned, the lessor shall, even without prior warning, be entitled to terminate the lease agreement without notice because of default of payment.
7. If personal accident protection is taken out, the amount of cover will be EUR 50,000 in the event of invalidity, EUR 25,000 in the event of death and EUR 1,000 for medical costs.

F: Insurance

1. The Insurance cover for the rented vehicle extends to a third party liability insurance with a maximum amount of cover for personal injuries and damage to property of EUR 100 million. The maximum amount of cover per injured person is EUR 8 million and is limited to Europe.
2. The insurance does not cover use of vehicles for the transportation of hazardous substances requiring a permit, as defined in Paragraph 7 of the Statutory Instrument on the Transportation of Hazardous Goods by Road (*GefahrgutVStr.*).

G: Accidents, theft, obligation to notify

1. After an accident, theft, fire, damage by wild animals or other damage, the lessee or the driver must without undue delay notify and call in the police; in particular, the lessee or driver must report the damage to the nearest police station if the police cannot be reached by telephone. This also applies if the rental vehicle was damaged only slightly and also in the case of accidents, which are the driver's own fault without third parties being involved.
2. If ever the vehicle is damaged during the rental period the lessee is obliged to notify the lessor in writing and without undue delay of all of the details of the incident which led to the vehicle being damaged. For this purpose the lessee should complete all of the points on the form for reporting an accident, which can be found with the vehicle papers, carefully and truthfully. The form can also be requested from the lessor at any time by telephone or can be downloaded from the lessor's websites.
3. The lessee or driver must take all measures, which are expedient or conducive to clearing up the case of damage. This particularly includes them having to answer the lessor's questions concerning the circumstances of the case of damage truthfully and fully and them not being permitted to leave the scene of the accident until it has been possible to make the necessary findings and particularly the findings that are of importance to the lessor for assessing the damaging event or without allowing the lessor to make such findings.

H: Lessor's Liability

1. The lessor shall be liable in accordance with the statutory provisions in the event of intent or gross negligence by the lessor, a representative or a vicarious agent. In all other cases the lessor shall be liable only for injury to life, body or health or for the intent or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
2. The lessor does not accept any liability whatsoever for property left in the rental vehicle upon its return; this limitation of liability does not apply in the event of intent or gross negligence by the lessor, a representative or vicarious agent.

I: Lessee's Liability

1. In the event of damage to the vehicle, loss of the vehicle or breach of the rental contract, the lessee shall be liable, in principle, in accordance with the general rules governing liability. These do exempt the lessee and/or driver from any liability for breaches of contract for which they are not responsible.
2. The lessee may choose to exclude liability for any loss or damage of the lessor arising out of accidents, by paying a separate charge. Any such separate charge = a contractual exemption from liability which corresponds to the model of a fully comprehensive insurance (*Vollkaskoversicherung*). In that event the lessee and the drivers included in the scope of protection afforded by said contractual exemption from liability shall be liable for damage up to the amount of the agreed excess. There shall be no claim to a contractual exemption from liability if the damage was caused intentionally. If the damage was caused by gross negligence the lessor shall be entitled to reduce the exemption from liability pro rata in the proportion of the severity of the fault. There shall furthermore be no right to a contractual exemption from liability if an obligation to be performed by the lessee or driver, particularly under Clause G of these

General Terms and Conditions of Rental, has been breached intentionally. In the event of a grossly negligent breach of an obligation to be performed by the lessee or driver the lessor shall be entitled to reduce its payment towards the exemption from liability pro rata in the proportion of the severity of the fault. In derogation from the provisions of the two preceding sentences the lessor shall be under an obligation to exempt from liability if the breach of the obligation was not causal for either the occurrence of the event giving rise to the exemption from liability or for the determination or the extent of the lessor's obligation to exempt from the liability; this does not apply if the obligation was breached with an intention to deceive.

The contractual exemption from liability applies only for the rental period.

The excess to be paid by the lessee, per claim, shall be determined by the price lists in force, and displayed, at the time of rental.

3. The lessee shall be liable without limitation 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 the lessor against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from the lessor because of any such breaches. As compensation for the lessor's administrative costs incurred in handling enquiries put to it by the prosecution authorities or other third parties in order to investigate administrative offences, criminal offences or any nuisance committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of EUR 30.00 (incl. VAT) for each such enquiry, unless the lessee proves that the lessor 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 of or damage to the charging cable for e-vehicles, the lessee shall reimburse the lessor for the costs of replacement of the cable at a flat rate of EUR 479.50 incl. VAT. (purchase price of the cable: EUR 420.00; lump-sum administration fee: EUR 59.50), unless the lessee proves that the lessor has incurred less expense and/or damage; the lessor is at liberty to claim further damage.
5. Damage to brakes, damage caused during normal operation of the vehicle, and simple fracture damage do not constitute accident damage; this applies in particular to damage caused by the slippage of any goods carried.
6. These provisions apply not only to the lessee but also to the authorized driver, whereby, however, the contractual exemption from liability does not apply to unauthorized users of the rented vehicle.

J: Return of the vehicle

1. The rental contract shall end upon the expiry of the agreed rental term. If the lessee continues to use the vehicle after expiry of the agreed rental term, the rental shall not be deemed to have been extended. Paragraph 545 German Civil Code (BGB) shall not apply.
2. The lessee is obliged to return the vehicle to the lessor at the end of the rental period in the condition, at the time, and at the location agreed.
3. As a result of using a navigation device, the navigation data entered during the rental period can be stored in the vehicle, if necessary. When coupling mobile phones or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the lessee/driver wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, he must ensure that it is deleted before the vehicle is returned. Deletion may be effected by resetting the navigation and communication systems of the vehicle to the factory settings. Instructions can be found in the operating instructions in the glove compartment. The lessor is not obliged to delete the aforementioned data.
4. Special rental rates apply only within the period offered and presuppose that the rental period complies with the one agreed to at the time of rental. If said period is exceeded or curtailed, the normal rate, instead of the special rate, shall apply to the whole rental period.
5. In the event of any breach of the obligation to return the vehicle and there is more than one lessee, the lessees shall be jointly and severally liable.
6. If the lessee does not return the vehicle or its keys to the lessor after expiry of the agreed rental term the lessor 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 detained; the right to assert further damages is not excluded. In addition, if the delay lasts for more than 30 minutes, the lessee shall be obliged to pay, as compensation for the related processing expense, a handling fee in an amount of 30.00 EUR incl. VAT, unless the lessee can prove that the lessor only incurred a smaller expense and/or damage. The obligation to pay the handling fee shall not apply if the lessee is not responsible for the delay.
7. In the case of long-term rentals (rentals with an agreed rental term of more than 27 days) the following shall apply in addition to Clauses 1 to 5 of this section J: In the event that the permitted kilometre reading stated in the rental agreement is reached the lessee is obliged to return the vehicle even before expiry of the agreed rental term. In the event that the lessee exceeds the permitted kilometre reading stipulated in the rental agreement by more than 100 km and/or returns the vehicle after the date stipulated in the rental agreement, he shall be obliged to pay a contractual penalty in the amount of EUR 500; this shall not apply if the lessee proves that the lessor has not incurred any damage or has incurred only minimal damage. When the kilometre reading stipulated in the rental agreement has been reached before expiry of the agreed rental term, the lessee shall receive an equivalent replacement vehicle for the remainder of the rental term when the vehicle is returned.

K: Termination

1. The parties shall be entitled to terminate the rental contracts in accordance with the statutory provisions. The lessor may terminate the rental contracts extraordinarily for cause without notice. Such cause shall be deemed to include, in particular:
 - Considerable deterioration of lessee's financial situation

- Dishonoured bank debits / cheques,
 - enforcement measures aimed against the lessee,
 - lack of care of the vehicle,
 - improper and illegal use,
 - disregard of the regulations governing the use of motor vehicles for road haulage,
 - 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 the lessor and the lessee, and if the lessor is entitled to terminate one of the contracts extraordinarily for cause without notice, the lessor shall also be entitled to terminate all other rental contracts extraordinarily without notice, provided the continuation of the other rental contracts is unacceptable due to the Lessee acting in bad faith. This shall be deemed to include, in particular:
- Causing wilful damage to a rental vehicle,
 - Culpably concealing or trying to conceal damages to rental vehicles,
 - Causing wilful damage to the Lessor
 - If the lessee is in arrears with his payments of at least one week's rental by more than five working days from the due date,
 - If the lessee uses a rental vehicle for or in conjunction with criminal actions.
3. If the lessor terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to the lessor.

L: FLIZZR Express Service

1. When making use of the FLIZZR Express Service, the lessee accepts the rental offer upon printing out a corresponding rental contract and handover of the vehicle keys either at the FLIZZR counter or the FLIZZR key safe.
2. When making use of the FLIZZR Express Service, the lessee accepts the rental contract he receives with each rental as being binding on him, even if unsigned.
3. The lessee expressly guarantees that at the time when the rental contracts are concluded he is in possession of a valid driver's licence. He undertakes to inform the lessor of all changes relating to his driver's licence, his address, or his credit card specified in the Master Agreement, before conclusion of any subsequent rental contract.

M: Lessee's direct debit authorization

1. The lessee irrevocably authorizes the lessor as well as its collection agent to debit all car rental costs and all other claims in connection with the rental contract from the credit card presented at the time when the rental contract is concluded, from the credit card specified in the rental contract or from the credit card subsequently presented or additionally specified by the lessor.

N: Right to object newsletter

1. We use your e-mail address to offer you similar goods or services. **You can object to this use of your e-mail address at any time without incurring any costs other than the transmission costs according to basic rates.**

O: General Provisions

1. Only undisputed claims of the lessee or of an authorized driver, or claims of the lessee or of an authorized driver, which have become final and absolute, may be set off against claims of the lessor.
2. All rights and obligations arising out of this Agreement inure to the benefit of and against the authorized driver.
3. If and insofar as no provision is contained in this Agreement, the regulations of the Insurance Contracts Act (*Versicherungsvertragsgesetz (VVG)*) and the regulations of the General Conditions for Motor Vehicle Insurance (*AKB 95*) shall apply *mutatis mutandis*. This also applies to any ambiguities arising out of this Agreement.
4. The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odrl/>. Sixt GmbH & Co. Autovermietung KG does not participate in this process for alternative dispute resolution.

P: Place of jurisdiction, written form

1. There are no verbal side agreements.
2. If the lessee is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Munich.