

General Terms and Conditions of Rental (Terms and Conditions)

General Terms and Conditions of Rental.



The rental by SIXT SAS, one of its subsidiaries, agents or franchisees (hereinafter "the Owner") of motor vehicles and their equipment and accessories under the brand name "SIXT" or "FLIZZR" or any other brand name registered by SIXT, is exclusively subject to these General Terms and Conditions of Rental (the "GTCR") and to the special conditions stated in the contractual document ("the Rental Contract") delivered to the hirer ("the Client"). THE CLIENT ACKNOWLEDGES HAVING RECEIVED, FAMILIARISED HIMSELF WITH AND ACCEPTED THE GTCR AT THE LATEST AT THE TIME OF DELIVERY OF THE RENTAL CONTRACT AND THE VEHICLE AT THE COUNTER OF THE OWNER'S PREMISES. This acceptance of the GTCR and the Rental Contract is expressed by the signature that the Client shall affix to an electronic terminal. The signature shall be stored electronically together with the Rental Contract on physically unalterable media. It is further agreed between the parties that the image of the signatures and that of the Rental Contract shall have the legal status of an original document. In certain cases (regular clients, business/corporate clients etc.), a signature is not systematically required at the time of concluding each Rental Contract; the parties then agree that acceptance of the GTCR shall arise from previous rentals or any framework contract existing between the parties.

THESE GTCR SPECIFY IN PARTICULAR THE CASES IN WHICH THE OWNER ACCEPTS A LIMITATION AND/OR AN EXCLUSION OF THE CLIENT'S OR ANY AUTHORISED DRIVER'S LIABILITY (THE "OPTIONAL LIMITATION OF LIABILITY").

ARTICLE 1 - Reservations and rental period

1.1 Reservations

A reservation pertains solely to a vehicle category and the corresponding price as chosen by the Client, and not to the brand and model of the vehicle. If the Client does not present himself on the agreed date and at the latest sixty (60) minutes after the time indicated when making the reservation, SIXT is not obliged to maintain this reservation. Cancellations may be made at any time prior to the start of the hire, except as provided otherwise for prepaid hires (Article 14).

1.2 Period and renewal of hire

The Rental Contract is for a specified period, as defined at the time of reservation and stated in the Rental Contract, and shall end at the agreed date and time.

As the Owner is obliged to comply with the obligations entered into with the car manufacturers of the vehicles in its fleet, the Client may be requested to return/change the vehicle at any time.

At the end of the period stated in the Rental Contract, the Contract may be renewed at the Client's request and subject to the Owner's agreement.

To obtain such a renewal, the Client is required to present himself at the agency with the vehicle in order to conclude a new Rental Contract at the current price.

If the Client fails to present himself at the agency for renewal, and if he fails to return the vehicle to the agreed place and at the date and time indicated in the Rental Contract, **the Rental Contract shall then be terminated and any Optional Limitations on Liability and any Optional Insurance Policies taken out at the start of the hire shall no longer apply. In respect of the continued use of the vehicle and until its actual return, the Client and any Authorised Driver shall be jointly and severally liable to the Owner for the payment of a usage fee, the amount of which shall be equivalent to the Owner's public rate for daily hires as displayed in the Owner's agencies, except where the failure to return the vehicle is not the fault of the Client or Authorised Driver.**

The Client shall inform the Owner immediately of any event that prevents him from returning the vehicle at the agreed date and time.

The Client is informed that if he fails to return the vehicle to the agreed place and on the date agreed in the Rental Contract, he shall be liable to legal proceedings for misappropriation.

ARTICLE 2 - PERSONS AUTHORISED TO DRIVE THE VEHICLE

In principle, only the Client is entitled to drive the vehicle. If the Client wishes one or more other people to be able to use the hired vehicle under the terms and conditions stated in the Rental Contract and these GTCR, that or those other persons must fulfil the same conditions as the Client concerning the driving licence and the provision of an identity document prior to the hire ("Authorised Driver"). A supplement is charged for each Authorised Driver.

It is not permitted to sub-rent or lend a vehicle to a person who has not been authorised by the Owner. Such sub-rental or loan will invalidate the insurance and protection policies.

ARTICLE 3 - DOCUMENTS TO BE PROVIDED

3.1 At the time of delivery of the vehicle, the Client and, where applicable, any Authorised Driver must present themselves personally at the SIXT Agency and there submit a driving licence that is valid in France, permitting them to drive the hired vehicle, as well as an identity card or a passport. Depending on the category of the hired vehicle, the Owner may require the Client and any Authorised Driver to have held the driving licence for a certain period. The Owner reserves the option to subject the hire of a vehicle to other conditions.

Companies that have entered into a commercial framework agreement with the Owners must verify for themselves whether the Authorised Drivers are in possession of a valid driving licence.

3.2 Since payment by cheque is excluded, the Client must at the time of delivery of the vehicle present a valid bank card or international credit card in his name in order to enable the Owner to verify that he is solvent. The bank card or credit card presented by the Client at the time of delivery of the vehicle must be valid up until the time the vehicle is returned.

For higher category vehicles, the Owner may require that two bank cards be presented.

3.3 In the event of renewal of the contract in accordance with the conditions specified in Article 1.2, the Owner shall verify the Client's solvency again by means of the bank card or credit card originally presented.

If the result of such verification indicates a lack of solvency, the Rental Contract shall be terminated automatically and the Client must immediately return the vehicle.

ARTICLE 4 - OWNERSHIP OF THE VEHICLE AND ITS ACCESSORIES

The vehicle and its accessories are the property either of the Owner, or of a third party. In any event, the Client and any Authorised Driver have neither the right to sub-hire the vehicle and its accessories, nor to make modifications or repairs to the hired vehicle and its accessories, except in the cases hereinafter specified in Article 6.

ARTICLE 5 - DELIVERY OF THE VEHICLE

The vehicle and its accessories are provided to the Client in perfect working order, subject to any non-apparent defects. The Rental Contract shall indicate any apparent defects in the vehicle and its accessories, the mileage and the fuel level. THE CLIENT IS OBLIGED TO CHECK THE CONDITION OF THE VEHICLE AND THE COMMENTS APPEARING IN THE RENTAL CONTRACT AT THE TIME OF DELIVERY OF THE VEHICLE. Where applicable, prior to his departure, the Client must report to the Owner any apparent defects not listed, as well as any discrepancy in the mileage and fuel level, in order that the Owner can rectify the information appearing in the Rental Contract. IF SUCH INFORMATION IS NOT PROVIDED TO THE OWNER BY THE CLIENT PRIOR TO THE CLIENT'S DEPARTURE, NO CLAIM IN RESPECT OF APPARENT DEFECTS CAN BE CONSIDERED.

ARTICLE 6 - MAINTENANCE

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

It is forbidden for the Client or any Authorised Driver to carry out repairs to the hired vehicle without the Owner's express, written consent.

In the event of damage to one or more tyres and/or wheel rims during the hire, the Client or the Authorised Driver is obliged **at his expense** (unless he has taken out the optional limitation of liability mentioned in Article 10.2.1) and **after having obtained the Owner's consent**, to repair or replace the damaged tyre and/or wheel rim with an identical new model (brand, profile, dimensions and speed rating). In such event, the Client or any Authorised Driver may only claim damages for temporary loss of use, except in the case of latent defect or non-compliant delivery, subject to the Client or the Authorised Driver providing evidence thereof

ARTICLE 7 - CONDITIONS OF USE OF THE VEHICLE

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

- on roads that are not suitable for motor vehicles;
- for transportation by river or sea;
- for the transportation of goods in return for payment, except for commercial vehicles;
- for the transportation of people in return for payment;
- for the provision of driving instruction;
- for trials, competitions or car races;
- by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.);

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- to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
- to transport any flammable, explosive or radioactive substance (oils, mineral spirits, etc.) that may damage the vehicle or place its occupants and/or third parties at an abnormal risk;
- to push or tow another vehicle;
- in countries prohibited by the Rental Contract;
- for any sub-hire;
- to drive in areas forbidden to the public (airport area, military zones, etc.); or
- with the aim of intentionally committing an offence.

In general, the Client and any Authorised Driver are obliged to comply with the provisions of the Highway Code (*Code de la Route*) and to refrain from any careless driving.

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

THE OWNER RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE SIZE AND CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR COMMERCIAL VEHICLES). ANY MISJUDGMENT OF THE CLEARANCE IN RELATION TO THE ROAD INFRASTRUCTURE, CAUSING LOSS OF THE VEHICLE OR DAMAGE TO IT, SHALL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIMITATIONS OF LIABILITY SPECIFIED IN ARTICLE 10.2.

EVEN IF THE CLIENT HAS TAKEN OUT ONE OR MORE OF THE OPTIONAL LIMITATIONS OF LIABILITY SPECIFIED IN ARTICLE 10.2, ANY USE OF THE VEHICLE CONTRARY TO THIS ARTICLE SHALL RENDER THE CLIENT OR ANY AUTHORISED DRIVER LIABLE FOR DIRECT AND INDIRECT DAMAGES, LEGAL FEES AND COSTS RESULTING THEREFROM.

ARTICLE 8 - RETURN OF THE HIRED VEHICLE IN ORIGINAL CONDITION

The Client or any Authorised Driver must return the hired vehicle, its keys and documentation no later than the date and time stipulated in the Rental Contract, in its original condition described in the Rental Contract, excluding normal vehicle wear and tear. Except for return outside the opening hours of a SIXT agency or refusal by the Client, an examination of the vehicle shall take place in the presence of both parties and shall be subject to a return report signed by the Client or any Authorised Driver. A copy of this report shall be delivered to the Client at its request. In certain agencies, the report is prepared by means of an electronic terminal. The Client's signature on this electronic terminal shall be stored electronically together with the return report on physically unalterable media. It is agreed between the parties that the image of the signatures and that of the return report shall have the legal status of an original document.

IF THE CLIENT OR ANY AUTHORISED DRIVER WISHES TO RETURN THE VEHICLE OUTSIDE THE OPENING HOURS OF A SIXT AGENCY, HE DOES SO AT HIS OWN RISK. Accordingly, even if the vehicle is parked by the Client or any Authorised Driver in the car park of the agency, and where applicable, the keys have been deposited in the agency's letter box, the vehicle remains the responsibility of the Client or any Authorised Driver until the agency opens and the Owner takes charge of the vehicle. **IN THIS EVENT, AS WELL AS IN THE EVENT THAT THE CLIENT REFUSES TO EXAMINE THE CONDITION OF THE VEHICLE JOINTLY WITH THE OWNER, THE FINDINGS BY THE OWNER ALONE CONCERNING THE CONDITION OF THE SAID VEHICLE SHALL BE ENFORCEABLE AGAINST THE CLIENT, AS WELL AS ANY AUTHORISED DRIVER.** The Owner shall not be liable for any property left behind in the vehicle by the Client, any Authorised Driver or occupant of the vehicle.

ARTICLE 9 - INSURANCE

9.1 Mandatory insurance - Civil liability (Article L.211-1 of the Insurance Code (*Code des assurances*))

Any vehicle hired by the Owner is covered by a Third Party Insurance Policy in accordance with current regulations.

Pursuant to Article R.211-5 of the Insurance Code, "the insurance obligation applies to compensation for bodily injuries or physical damage caused, at the time of driving:

- 1° by accidents, fires or explosions caused by the vehicle, accessories and products used by it, transported items and substances; or
- 2° by these accessories, items, substances or products falling off".

Subject to compliance with their obligations under these GTCR, the Client and any Authorised Driver are therefore guaranteed against the financial consequences of their third party liability for physical injury or physical damage caused to third parties (including passengers in the vehicle) and in the occurrence of which the hired vehicle is involved.

The Client or any Authorised Driver in the driver's seat at the time of the accident is not covered by this insurance. Nor is damage suffered by the vehicle covered by the mandatory Third Party Insurance Policy. In this respect, the Client or any Authorised Driver has the option to limit his liability as set out in Article 10.

The mandatory Third Party Insurance Policy does not apply:

- to injury caused by the Client or any Authorised Driver to their employees or agents with the hired vehicle;
- to injury suffered by persons transported when their transportation is not carried out under conditions that are sufficiently safe, as described in Article A.211-3 of the Insurance Code;
- if, at the time of the accident, the driving licence of the Client or any Authorised Driver, if he is at the wheel, is invalid or has been revoked;
- in general to events excluded from the cover by Articles R.211-10 and R.211-11 of the Insurance Code;
- in the event of deliberate or fraudulent intent within the meaning of Article L.113-1 of the Insurance Code;
- in the event that the hired vehicle is used for trials, competitions or car races;
- in the event of attempted suicide or suicide;
- in the event of attempted fraud; or
- in the event of intentional false declaration in the contact details indicated on the Rental Contract or the mutually agreed accident report.

In the event of failure to comply with the obligations arising from these GTCR, the Client or any Authorised Driver is obliged to reimburse to the Owner any sum or compensation that the Owner has paid to a third party on behalf of the Client in the event of death or physical injuries and/or damage to property suffered by the third party.

9.2 Optional driver / transported person insurance ("Occupant Accident Protection" - "PAI")

By taking out such optional insurance at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) at the current rate and shall benefit from cover for physical injury to the driver and passengers of the vehicle in accordance with the special conditions communicated to the Client prior to the conclusion of the Rental Contract.

This cover shall not apply:

- in the event of deliberate or fraudulent intent within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or any Authorised Driver;
- in the event of breach of the provisions of the Highway Code;
- in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, namely in particular use:
 - on roads unsuitable for motor vehicles;
 - for the transportation of goods in return for payment, except with the Owner's written authorisation;
 - for the transportation of people in return for payment;
 - for the provision of driving instruction, for trials, competitions or car races;
 - by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.),
 - to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
 - to transport any flammable, explosive or radioactive substance (oils, mineral spirits, etc.) that may damage the vehicle or place its occupants and/or third parties at an abnormal risk;
 - to push or tow another vehicle;
 - in countries prohibited by the Rental Contract;
 - for any sub-hire;
 - to drive in areas forbidden to the public (airport area, military zones, etc.); or
 - with the aim of intentionally committing an offence.
- in the event of attempted suicide or suicide;
- in the event of driving with a driving licence that has expired or has been suspended or;
- in the event of the absence of a Declaration of the circumstances of the accident or of the fire specified by Article 11.2 of these GTCR;
- in the event of a Declaration of the circumstances of the accident or of the fire that does not comply with the provisions of Article 11.2 of these GTCR;
- in the event of attempted fraud;
- in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, or of the fire or in the mutually agreed report drawn up after an accident;
- for damage resulting from use of the wrong fuel; or
- in the event of non-payment of the hire price and its associated costs.

9.3 Period of validity and scope of application of insurance policies

Where applicable, the cover granted by the Owner in respect of the "Occupant Protection" is only in force for the hire period stipulated in the Rental Contract and for the countries mentioned in the Rental Contract as being authorised for driving. After such period, and unless the extension of the Rental Contract has been formally agreed by the Owner prior to the occurrence of the accident, the Client and any Authorised Driver shall lose the benefit of this cover.

ARTICLE 10 - LOSS AND DAMAGE CAUSED TO THE VEHICLE

10.1 Principle of liability of the Client and any Authorised Driver

IN ACCORDANCE WITH ARTICLE 1732 OF THE CIVIL CODE (*Code Civil*), THE CLIENT AND ANY AUTHORISED DRIVER ARE ANSWERABLE FOR THE LOSS OF AND ANY DAMAGE CAUSED TO THE VEHICLE DURING THE HIRE. The liability of the Client or of any Authorised Driver may include the amount of repairs assessed by an appraisal expert or charged by the garage owner, the market value of the vehicle, compensation for loss of use of the vehicle and any other associated costs related to the loss of or damage to the hired vehicle during the hire (such as in particular towing charges, costs of storing the vehicle, appraisal fees, expert's fees, administrative handling charges, etc.), as well as the costs of cleaning rendered necessary by the excessively dirty state of the vehicle.

The invoice for the claim shall include the repair costs or costs assessed by the appraisal report, the automotive expert's costs, capital costs, towing charges, impoundment charges, as well as SIXT's administrative handling charges.

WARNING: The Owner's vehicles are not systematically covered by insurance cover other than that resulting from the insurance required by law. Therefore, depending on the circumstances, risks such as theft or damage caused to the vehicle itself may accrue to the Client and any Authorised Driver, who may therefore be obliged where applicable to reimburse the market value of the vehicle at the time of the claim.

In exchange for payment of a price supplement, the Owner agrees that this liability of the Client or any Authorised Driver shall be limited and/or excluded ("Optional Limitations of Liability"). **THESE OPTIONAL LIMITATIONS OF LIABILITY, THE CONDITIONS OF WHICH APPEAR HEREINAFTER IN ARTICLE 10.2, ARE NOT INSURANCE POLICIES.**

10.2 Optional limitations of liability

The application of the Optional Limitations of Liability is subject to the Client's compliance with the provisions of these GTCR.

10.2.1 Limitation of liability in the event of theft and collision ("Theft and Collision Protection" - "LDW")

By taking out the Optional Limitation of Liability for Theft and Collision Protection at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) at the current rate. He will then benefit along with any Authorised Driver from a limitation of his liability up to the amount indicated in the Rental Contract ("the Theft and Collision Excess") in the event of physical damage suffered by the vehicle and its accessories and equipment, and in the event of theft, up to total exemption depending on the additional option taken out.

"Broken glass" and "tyre" damage is not covered by Theft and Collision Protection - LDW.

With regard to damage, this limitation of liability applies to any Client liability for physical damage suffered by the vehicle and its accessories and equipment that is not caused by theft, attempted theft or acts of vandalism. **THE OWNER WILL BILL THE AMOUNT OF THE EXCESS FOR EACH INSTANCE OF DAMAGE IF THERE IS NO CONNECTION BETWEEN SUCH INSTANCES.**

10.2.2 Limitation of liability in the event of damage to tyres and windows ("Tyre and Window Protection" - "GT")

As stated in Article 10.2.1 of these GTCR, damage to tyres and windows is excluded from Damage Protection.

By taking out the Optional Limitation of Liability for Broken Glass and Tyre Protection when concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible 24-hour tranches) at the current rate. He and any Authorised Driver will then be exempt from liability for physical damage to the tyres (excluding wheel rims), the vehicle windows (windscreen, side windows and rear window) and the glass of the exterior and interior rear and side view mirrors.

10.2.3 Reasons for exclusion of "Theft and Collision Protection – LDW" and "Tyre and Window Protection" – "GT" Limitation of Liability

These Limitations of Liability do not apply:

- in the event of deliberate or fraudulent intent within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver (e.g. keys left inside the vehicle);
- in the event of breach of the provisions of the Highway Code;
- in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, namely in particular use:
 - on roads not suitable for motor vehicles;

- for the transportation of goods in return for payment, except with the Owner's written authorisation;
 - for the transportation of people in return for payment;
 - for the provision of driving instruction, for trials, competitions or car races;
 - by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or any forbidden substance (drugs, medicines, etc.);
 - to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
 - to transport any flammable, explosive or radioactive substance (oils, mineral spirits, etc.) that may damage the vehicle or place its occupants and/or third parties at an abnormal risk;
 - to push or tow another vehicle;
 - in countries prohibited by the Rental Contract;
 - for any sub-hire;
 - to drive in areas forbidden to the public (airport area, military zones, etc.); or
 - with the aim of intentionally committing an offence.
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- in the event of attempted suicide or suicide;
 - in the event of driving with a driving licence that has expired or has been suspended or revoked;
 - in the event of the absence of a Declaration of the circumstances of the theft mentioned in Article 11.2 of these GTCR or the absence of a Declaration of the circumstances of theft mentioned in Article 11.3 of these GTCR;
 - in the event that a Declaration of the circumstances of the accident or the fire does not comply with the provisions of Article 11.2 of these GTCR or a Declaration of the circumstances of the theft does not comply with the provisions of Article 11.3 of these GTCR;
 - in the event of attempted fraud;
 - in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, fire or theft or in the report agreed by the parties drawn up after an accident;
 - for damage not considered as fires (i.e. combustion with flames), e.g. cigarette burns;
 - for damage suffered by the Client's or the Authorised Driver's belongings or goods transported in the vehicle;
 - for internal damage;
 - for damage resulting from use of the wrong fuel;
 - in the event of non-payment of the hire price and its associated costs;
 - for damage caused to the upper parts of the vehicle, the upper parts including the components of the bodywork located above the upper limit of the windscreen; or
 - for damage caused to the lower parts of the vehicle for any reason whatsoever, the lower parts including components located below the chassis
 - in the event of theft of the vehicle by the employees of the Client or any Authorised Driver, their family members (see Article 311-12 of the Criminal Code (*Code pénal*) or persons living under their roof,

- for theft of the Client's or Authorised Driver's goods and belongings transported in the vehicle. **GIVEN THESE EXCLUSIONS, IT IS REPEATED THAT THE OWNER RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE SIZE OR THE CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR COMMERCIAL VEHICLES), ANY MISJUDGMENT OF THE CLEARANCE IN RELATION TO THE ROAD INFRASTRUCTURE CAUSING LOSS OF OR DAMAGE TO THE VEHICLE SHALL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIMITATION OF LIABILITY HEREIN ABOVE SPECIFIED.**

10.2.4 Period of validity and application of Limitations of Liability

The Optional Limitations of Liability are only in force for the hire period stipulated in the Rental Contract. After such period, and unless the extension of the Rental Contract has been formally agreed by the Owner prior to the occurrence of the accident, the Client and any Authorised Driver shall lose the benefit of the said Optional Limitations of Liability, as has already been stated in Article 1.2 of these GTCR.

ARTICLE 11 - OBLIGATIONS IN THE EVENT OF AN INCIDENT

11.1 General obligations

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

- alert the Owner immediately or at the latest within twenty-four (24) hours following the occurrence or discovery of one of the above-mentioned incidents or damage;
- if necessary alert the Police department or the Gendarmerie; and
- fill out the application for declaration issued by the Owner's claims department ("the Declaration"), which must be duly completed and returned to the Owner as soon as possible,

under penalty of losing the benefit of the insurance cover specified in Article 9 and the Optional Limitations of Liability mentioned in Article 10.

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The Declaration issued by the Owner's claims department must be returned to it as soon as possible and must include:

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

11.2 Special obligations in the event of an accident

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

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

The Client or any Authorised Driver is not entitled to conclude an agreement or a transaction of any nature whatsoever in the name and on behalf of the Owner or its insurer.

11.3 Special obligations in the event of theft

In the event of theft of the vehicle, a criminal complaint must be filed immediately with the relevant authorities. A copy of the record of the filing of the criminal complaint must be delivered to the Owner as soon as possible by the Client or any Authorised Driver under penalty of losing the benefit of the Optional Limitations of Liability mentioned in Article 10.2.1.

In addition, the original keys for the vehicle must be returned to the Owner. In the event of theft or loss of the original keys, the Client or any Authorised Driver is obliged to declare the theft or loss of the keys to the Owner and the relevant authorities immediately. Otherwise, failure to return them shall lead to the loss of the benefit of the Optional Limitations of Liability mentioned in Article 10.2.1. Furthermore, in the absence of declaration of the theft or loss of the keys, the hire payments due shall continue to accrue.

ARTICLE 12 - ASSESSMENT AND COMPENSATION PROCEDURES

Any damage reported upon return of the vehicle shall be assessed by an independent expert approved by the insurance companies. In the case of damage that does not render the vehicle unfit to drive, the vehicle shall not be immobilised and the appraisal shall be conducted remotely on the basis of photographs taken at the time the vehicle was returned. The Client or any Authorised Driver may have a second appraisal conducted at his expense. This shall be carried out solely on the basis of the information used to conduct the appraisal by the independent expert; immobilisation of the vehicle for this purpose is excluded, unless the Client or the Authorised Driver takes responsibility for the capital costs, which shall as a minimum correspond to the rent for the vehicle at the rate displayed in the agency during the period of immobilisation, plus storage costs etc. In order to be able to validly contest the result of the appraisal conducted by the independent expert, the Client or any Authorised Driver must inform the Owner's claims department in writing of his intention to conduct a second appraisal and then send the report of the second appraisal within a period of one (1) month after receipt of the appraisal report prepared by the independent expert to the said department at the following address: SIXT SAS, Service Sinistres, Aéroport de Bâle-Mulhouse, 68300 SAINT-LOUIS or by email to service.sinistres@sixt.com.

In the absence of a second appraisal, the parties agree that the assessment of damages conducted by the independent expert shall be final and they expressly acknowledge that this shall be binding upon them and enforceable against them as having the status of an agreement between them concerning the monetary equivalent of the damages.

The Client expressly agrees to compensate the Owner for the monetary equivalent of the damage to the hired vehicle, up to the amount for which he is liable.

ARTICLE 13 - HIRE PRICE, MISCELLANEOUS COSTS AND PAYMENT TERMS

13.1 Hire Price - Miscellaneous costs

The Hire Price is the price based on the Owner's current rates at the date of signing the Rental Contract. Promotional rates are only valid for the period offered. In the event that this period is exceeded, and without prejudice to the provisions of Article 1.2, the rate displayed in the agency shall apply to the full hire period.

THE CLIENT AND ANY AUTHORISED DRIVER ARE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE HIRE PRICE:

The Hire Price comprises the principal hire payment and any supplements to the hire payment:

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- **The principal hire payment**, depending upon the rate chosen by the Client, is determined solely on the basis of the hire period, or on the basis of this period and the mileage driven.

The mileage driven during the period of the Rental Contract is that indicated by the milometer installed in the vehicle by the manufacturer. If the milometer is disconnected, a fixed amount of one thousand (1,000) kilometres per day of hire shall be charged at the current rate.

Hire periods are expressed in hire days, namely one or more consecutive twenty-four (24) hour periods, the first of which starts at the date and time the vehicle is delivered to the Client. Unless expressly agreed by the Owner, any part day is payable.

- **The mandatory supplements to the hire payment** are, where applicable:
 - the contribution towards the vehicle registration costs;
 - location surcharges for hires starting from an agency located at an airport or a railway station, or in the immediate vicinity;
 - the "young driver" supplement.
- **The optional supplements to the hire payment that may be offered** are payable for services offered by the Owner, such as in particular:
 - The daily price of "Occupant Protection" cover and the Optional Limitations of Liability;
 - The daily price of hiring accessories (child seats, navigation systems, roof racks, chains and snow tyres, etc.);
 - The costs of dropping the vehicle off at a different agency from that of departure, charged in accordance with the price list depending on the town where the vehicle is returned;
 - The costs of delivery and/or collection of the vehicle from the place required by the Client, as well as the fuel costs for the journey made by the Owner for delivery or collection;
 - The price of fuel for a full tank for the hired vehicle if the Rental Contract includes a full tank for the "Prepaid Fuel" option; in this event, any fuel remaining upon return of the vehicle shall not give rise to reimbursement.

THE CLIENT AND ANY AUTHORISED DRIVER SHALL BE HELD JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE OTHER COSTS AS WELL AS DAMAGES, NAMELY:

- unless the "Prepaid Fuel" option has been purchased, the price of the fuel if the vehicle is not returned with at least the same level of fuel as when the vehicle was delivered; in this event, the Owner shall re-invoice the missing fuel at a price that includes the price of the refuelling service, which can be viewed at the agency;
- all costs incurred by the Owner to collect the vehicle in the event that it is left in a place other than that contractually agreed or if the Owner has to collect it due to a mistake by the Client or any Authorised Driver (keys locked inside the vehicle, keys lost, malfunctioning of the vehicle due to omission or negligence by the Client or any Authorised Driver);
- key reprogramming costs in the event that the vehicle's keys are lost, stolen or damaged; costs of providing duplicate keys in the event that the keys are locked inside the vehicle.
- all costs incurred by the Owner, including capital costs following a breach of the Highway Code, impoundment of the vehicle or seizure of the vehicle by the Police Department, the Gendarmerie or Customs;
- administrative handling costs for breaches of the Highway Code (Article 15);
- all costs borne by the Owner to repair damages caused to the vehicle which are not covered by the insurance and any Optional Limitations of Liability taken out by the Client, in particular, in addition to the damage itself, capital costs, appraisal costs, administrative and handling costs, breakdown and/or towing costs.

13.2 Payment terms

Except for Prepaid Hires, the Hire Price as well as sundry costs are payable on the invoice due date and at least every 30 days, as per interim invoice. The Hire Price for Prepaid Hires is due on the date of reservation, although adjustment is possible at the end of the hire in respect of any hire supplements and any costs and damages.

Any payment made after the due date indicated in the relevant invoice shall, if formal notice to the Client has produced no effect, incur payment of late penalty fees amounting to three times the statutory interest rate for the period from the due date until actual payment of the debt, all without prejudice to the Owner's right, if applicable, to automatically terminate the Rental Contract and demand the immediate return of the hired vehicle. In addition, the Client shall automatically be liable to pay a fixed charge of fifteen (15) euro to cover debt collection costs. For business people, this compensation is increased to forty (40) euro (Articles L.441-6 I paragraph 8 and D.441-5 of the Commercial Code (*Code de commerce*)).

In the event of termination of the Rental Contract, the vehicle must be returned by the Client, at his expense and risk, to the address indicated by the Owner. In the event of non-return of the vehicle, the Owner shall be entitled to take all appropriate measures to secure its return.

13.3 Security for payment

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

The Owner may demand the actual payment of the security deposit at any time, at the start of the hire or subsequently. Where applicable, the Owner must return it at the end of the hire without interest and following deduction of all costs, charges or any other sums due by the Client.

ARTICLE 14 – PREPAID HIRES (“PREPAID”)

For certain hires, the Client may obtain favourable rates by paying the rental price at the time of reservation (“Prepaid Hire”). THE CLIENT MUST PRESENT THE BANK OR CREDIT CARD USED FOR THE RESERVATION WHEN TAKING DELIVERY OF THE VEHICLE.

For such Prepaid Hires, reservations may be changed before the rental starts. Any change must however be made no later than 48 hours before the start of the rental, i.e. before actually taking possession of the vehicle. Administrative charges will be billed for each change made.

In return for the favourable rate granted, the amount of the rental rate will accrue to the Owner in all cases if a reservation is changed for a Prepaid Hire. If such a change increases the rental price, this increase will be billed to the Client.

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

In the event that a reservation is cancelled for a Prepaid Hire, the price of the rental already paid will be refunded after deduction of a cancellation penalty, the amount of which will be equivalent to three (3) days’ rental at most. The Client will be notified of any cancellation charges applicable to his reservation before he finally confirms said reservation. Cancellations may be made online on the SIXT website or by writing to the following address: Sixt Location de Voitures, Reservation Department, Basel/Mulhouse Airport, F 68 300 Saint Louis. Fax: 03 90 22 80 63, email: res-fr@sixt.com. If the Client does not cancel and does not arrive to take delivery of the vehicle hired at the prepaid rate on the agreed date and no later than sixty (60) minutes after the time stated at the time of reservation, the rental price already paid will accrue to the Owner in full. For Prepaid Hire Contracts in France where the rental vehicle is being driven to another country, the Owner will act exclusively as an agent of the member of the SIXT network based in that country.

ARTICLE 15 - TOLL CHARGES AND BREACHES OF THE HIGHWAY CODE

The Client or any Authorised Driver is obliged to pay his own toll and parking charges. He is liable for all the consequences of breaches of the Highway Code or other regulations committed by him during the hire period. The owner of the vehicle, i.e. the Owner, is legally obliged to pay any fine for breaches of the Highway Code, unless it provides the contact details for the Client or any Authorised Driver responsible for the said breaches. When requested by the authorities, the Owner must therefore disclose data concerning the identity of the Client or any Authorised Driver.

The Client shall be liable to the Owner for the administrative fees for each breach processed.

In addition, if the Owner has to pay directly for and on behalf of the Client or Authorised Driver, the Owner is entitled to re-invoice the Client for the amount of the fine paid plus the administrative fees.

ARTICLE 16 – E-BILLING

As a matter of principle, invoices issued by the Owner are emailed to the Client at the email address specified for that purpose by the Client. The Client agrees accordingly to no longer receive printed invoices. The Client also agrees that the Owner shall send him electronic invoices raised in accordance with the applicable regulations at the email address indicated for that purpose. The Client may at any time refuse the transmission of electronic invoices. In this case, the Client will have to bear the additional costs generated by transmission in paper form as well as postage.

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

If an invoice cannot be received or downloaded, the Client must immediately notify the Owner. In this case, the Owner will send the Client a copy of the invoice, marked as a copy. If problems preventing the transmission of electronic invoices cannot be resolved quickly, the Owner is authorised to send the invoices in paper form until said problems have been resolved. The Client shall then bear the costs associated with the transmission of paper invoices.

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

ARTICLE 17 - COMPUTERISED PROCESSING OF PERSONAL DATA

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

In addition, some vehicles may be fitted by the manufacturer or the owner with a tracking device for the purpose of managing any accidents, for security reasons, for thefts and/or losses. By signing the Rental Contract, the Client and any Authorised Driver agree to the collection, via the aforementioned device, of data enabling the geographical location of the said vehicles to be determined. The data thus collected shall be retained by the Owner throughout the term of the Rental Contract and shall be accessible, where applicable, to any person who has a legal right of access, in particular in the context of an investigation.

The Owner also has a file of "High-Risk Persons" enabling it, as well as companies of the SIXT group, to refuse hires to the persons in question. As a member of the "Owners" Branch of the National Council of Automobile Professions (*Conseil National des Professions de l'Automobile - CNPA*), 50 Rue Rouget de Lisle – 92158 Suresnes Cedex, the Owner may transmit certain data collected accordingly to other members of the said branch, allowing them similarly to refuse hires.

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

In accordance with the Data Protection Act (*Loi informatique et libertés*) of 6 January 1978, the Client and any Authorised Driver have a right to object and a right to access, correct and delete personal data concerning them by sending a letter to this effect to the Owner, whose contact details appear in the Rental Contract.

ARTICLE 18 - TERMINATION

The Rental Contract may be terminated unilaterally and where applicable without prior notice, by one of the parties in the event that the other party breaches its obligations under said Rental Contract or these General Terms and Conditions of Rental, in particular the provisions of Article 7 of the GTCR. Notwithstanding such termination, the Parties reserve the option to claim compensation for losses suffered as a result of the breach of contractual provisions by the other party. The notice of termination must be sent to the other party by recorded delivery letter with proof of receipt.

In the event of termination of the Rental Contract, the vehicle must be returned by the Client, at his expense and risk, to the address indicated by the Owner no later than the date indicated in the letter of termination.

In the event of non-return of the vehicle on this date, the Owner shall be entitled to take all appropriate steps to secure its return. If the vehicle is not returned at the date and time indicated in the letter of termination, any Optional Limitations of Liability and Insurance Policies taken out at the start of the hire shall cease to apply. In respect of the continued use of the vehicle and until its actual return, the Client and any Authorised Driver shall be jointly and severally liable to the Owner for payment of a usage fee, the amount of which shall be equivalent to the Owner's public rate for daily hires as displayed in the Owner's agencies, except where the failure to return the vehicle is not the fault of the Client or the Authorised Driver.

ARTICLE 19 - ALLOCATION OF JURISDICTION

If the Client has concluded the Rental Contract in the capacity of a business person, any dispute arising from the said Rental Contract shall be referred to the exclusive jurisdiction of the Paris Commercial Court.