

General Terms and Conditions of Rental (GTC)

These General Rental Terms and Conditions apply to all rental agreements between FLIZZR (hereinafter referred to as lessor, FLIZZR is a brand of Sixt rent-a-car S.r.l., with registered seat in Bozen) and the lessee. The lessee is the respective natural person or legal entity entered in the rental agreement who rents a vehicle of the lessor.

A: Vehicle care, repairs, fuel and operating fluids

1. The Renter is obligated to treat the vehicle carefully and in the proper manner, to observe all relevant requirements and technical rules – especially to regularly inspect that the engine oil level is sufficient – to carry out inspections in the required intervals, to check that the vehicle is in a safe and roadworthy condition, as well as to properly lock the vehicle. The Rental Company's vehicles are, without exception, always non-smoking vehicles. It is prohibited to smoke in the vehicle.
2. If, during the rental period, it should become necessary to repair the odometer (mileage indicator) or to repair the vehicle in order to maintain operation or roadworthiness, or if an inspection becomes necessary, the Renter is entitled to commission a contracted maintenance provider up to expected repair costs of 100 EUR.
3. The Renter receives the vehicle with a full fuel tank. By the same token, the Renter shall return the vehicle at the end of the rental relationship with a full fuel tank. If the vehicle is not returned with a full fuel tank, the Rental Company shall charge the Renter for filling the fuel tank and for the fuel the surcharges valid at the beginning of the rental period. The currently valid surcharge rates are available in the stations.
4. In the case of rental agreements having a duration of more than 27 days, the Renter shall bear the costs up to 8% of the given monthly rental fee (net) for the procurement of replacement fluids (especially motor oil and windshield wiper fluid as well as anti-freeze) if, during the rental period, the replacement of these fluids becomes necessary.
5. When renting vehicles featuring an AdBlue® tank, the Renter must ensure that the AdBlue® tank is properly filled. The Renter and his agents assume complete liability for any violations against the obligations listed here; the Renter shall indemnify the Rental Company for all claims which government authorities or third parties raise against the Rental Company for failing to fill the AdBlue® tank, especially for fines and penalties.

B: Reservations, reservations at the prepaid tariff

1. Domestic and foreign reservations are binding only for price groups, not for vehicle models. If the Renter does not take possession of the vehicle one hour after the agreed-upon time, at the latest, the reservation becomes non-binding.

- 2. In the case of reservations at the prepaid tariff, the following shall apply:** Up to 48 hours prior to the start of the rental period, it is possible to modify the reservation for a rebooking fee of 20 EUR (incl. V.A.T.). A refund of the already-paid non-refundable guarantee deposit is not possible. Further, the Customer cannot cancel a booking. Changes to reservations can be made online (www.flizzr.com). In the event that the booked vehicle is not picked up / is not picked up at the agreed-upon time within one hour of agreed-upon time, the already-paid guarantee deposit shall be completely retained as a penalty fee. In the event that FLIZZR is not able to provide the booked vehicle to the customer within one hour of the elapse of the agreed-upon time, the customer may claim up to twice the amount of the already-paid guarantee deposit in accordance with Art. 1385 (2) ZGB. Up to 48 hours before the start of the rental period, it is possible to change a booking for a rebooking fee of 20 EUR, plus any difference between the originally selected tariff and the tariff changed to. A transfer from a prepaid rate to a non-prepaid rate is not possible. In addition, the place of pick-up and/or return cannot be rebooked to places outside the rental and/or return are indicated at the time of booking.

Changes can be made online (www.flizzr.com). In the case of bookings at the prepaid tariff, it is not possible to credit coupons or credit to the rental price either during or after the booking insofar as the conditions appearing on the coupon do not expressly allow the redemption of bookings at the prepaid tariff and the value of the coupon was already deducted during the booking according to Art. 1385, 2 Abs. ZGB.

- 3. In the case of prepaid bookings, vouchers or credit balances cannot be offset against the rental charge either during or after the booking.**

C: Documents which must be presented when picking up vehicles, authorized drivers, permissible uses, driving into foreign countries

1. When turning over the vehicle, the Renter must present a driver's license necessary for driving the vehicle and valid in the home country, a valid means of payment, and personal identification or travel passport. Additionally, in the case of private rentals, renters residing in Italy must state their Tax Number (Codice Fiscale); in the case of business rentals, they must state their V.A.T. number (Partita IVA). In the case of bookings at the prepaid tariff, the means of payment of the non-refundable guarantee deposit used for the booking and the provided reservation voucher must be presented. If the Renter cannot present these documents when picking up the vehicle, the Rental Company shall withdraw from the reservation; in such cases, claims of the Renter for non-fulfilment are excluded. Furthermore, restrictions regarding age (for drivers under 25 years of age, an additional charge is made) and/or the duration of possession of a

Driver's License may apply to certain vehicle groups. A list of the age and Driver's License regulations can be viewed at the Rental Company's website or in the station.

2. The vehicle shall be driven only by the Renter stated in the rental agreement. Insofar as the vehicle is driven by someone other than the aforementioned person, an additional charge will be made for every additional person. In the case of additional drivers, too, the regulations regarding age and/or duration of possession of a Driver's License shall apply. The fees applicable in any given case can be viewed at the Rental Company's website or in the station. When picking up the vehicle, it is mandatory that the original Driver's License(s) of any additional drivers be presented.
3. The Renter shall bear responsibility for actions of the Driver as if they were his own.
4. The vehicle shall be used only in public street traffic, but not for driving school practice. Further, the vehicle may not be used for:
 - Motor sport purposes, especially driving events in which the attainment of high speeds is the goal, or for related trial and/or practice drives;
 - Vehicle tests or driving safety training;
 - Commercial passenger transport;
 - for onward rental;
 - The commission of criminal offences, even if they are prosecutable only according to the law of the place where they are committed;
 - The transportation of flammable, toxic, or other hazardous substances.
5. The Renter shall properly secure any loaded goods.
6. Depending upon the vehicle category, the use of rental vehicles in foreign countries is prohibited for certain countries. A list of the countries in which the given vehicle categories may not be used can be viewed at the Rental Company's website, or in the station. Furthermore, countries in which the given rental vehicle may not be used, are set out in the printed rental contract.
7. Violations against and/or non-fulfillment of one of the regulations in accordance with the aforementioned numbers 1, 2, 4 or 6 entitle the Rental Company to immediately terminate the rental agreement for grave causes as specified by Article 1456 of the Civil Code Book and/or to withdraw from the rental agreement. In such a case, the Renter is excluded from raising claims of compensation. The claim for compensation for damages, which the Rental Company then has on the basis of a violation of one of the regulations as set forth in the aforementioned numbers 1, 2, 4 or 6, remains unaffected.

D: Rental rate

1. If a vehicle is not returned at the same rental station from which it was picked up, the Renter is required to remit the cost of returning the vehicle and/or pay a oneway charge insofar as no other agreement was made in writing. The Lessor shall be entitled to enforce further penalties, in particular due to return costs.
2. The rental rate consists of the basic rental rate, special services, and any local surcharges. The term "special services" refers in particular to one-way charges, the cost of filling the fuel tank and of fuel, service fees, toll fees in the case of number 1.5, accessories / extras such as, e.g., children's seats, snow chains, navigation devices, etc. Any local surcharge will be added to the basic rental rate plus fees for any special services. Special rates and price discounts shall apply only in cases of timely payment.

E: Due date, electronic invoicing, conditions of payment, security deposit, immediate termination due to delayed payment, personal accident protection policy

1. The rental rate (plus other agreed-upon charges such as, e.g., indemnifications, airport fees, etc.) plus Value-Added Tax in the given valid legal amount is to be paid in full for the agreed-upon rental period, i.e., refunds shall not be paid for picking up vehicles later than agreed upon or returning them earlier than agreed upon. The rental rate is due at the end of the rental relationship. In the case of bookings at the prepaid tariff, a non-refundable guarantee deposit is already made upon conclusion of the booking process. In the case of foreign bookings at the prepaid tariff, the Rental Company is basically speaking active only as the collection agent for the recovery of the rental rate due upon conclusion of the booking. If the rental duration is more than 27 days, the rent is payable in time intervals of 28 days. If the rental period ends before the expiration of a further period of 28 days, the invoice amount remaining since the last invoice has to be paid at the time of termination of the rental.
2. The Lessee agrees that the Lessor's invoices shall in principle be sent in electronic form to the specified invoice recipient. The tenant agrees that he will no longer receive any paper invoices and that the landlady will send an electronic invoice in accordance with legal requirements to the e-mail address provided. The lessee can object to the sending of invoices in electronic form at any time. In this case the landlady will send the invoices in paper form to the tenant. In this case, the lessee shall bear the additional costs for sending the invoice in paper form and the postage for this. The lessee is responsible for receiving the electronic invoices or, if this is agreed, for collecting them in electronic form. The lessee is responsible for malfunctions at the reception facilities or other circumstances that prevent access. An invoice has been received

as soon as it has been received within the tenant's area of control. If the Lessor only sends a notice and the Lessee can retrieve the invoice himself or the Lessor makes the invoice available for retrieval, the invoice has been received when it has been retrieved by the Lessee. The lessee is obliged to call up the provided invoices within reasonable periods of time. If an invoice is not received or cannot be received, the lessee will inform the lessor immediately. In this case, the Lessor will resend a copy of the invoice and designate it as a copy. If the fault in the possibility of transmission is not remedied promptly, the Lessor is entitled to send invoices in paper form until the fault has been remedied. The costs for sending paper invoices shall be borne by the lessee. If the Lessor provides the Lessee with access data, user names or passwords, these are to be protected from access by unauthorized persons and are to be treated strictly confidentially. If the lessee becomes aware that the information has been obtained by unauthorized persons, he must inform the Lessor of this without delay.

3. The Renter is obliged to pay a deposit in addition to the rental price at the beginning of the rental period as a security for the fulfillment of their obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and is based 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 only at www.flizzr.com or in the rental location. The vehicle group is also listed in the reservation confirmation and the rental agreement.

Deposit per vehicle group		
Vehicle group	Deposit amount	EUR
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 rent, all other agreed charges and the security deposit shall be charged to the lessee's method of payment, in particular the credit card, debit card or Maestro card.
5. Instead of charging the Renter's credit card, the Rental Company can, in the context of a so-called Dealer Request, block a sum amounting to the security deposit from the credit line which the Renter has been given by his credit card institute for his credit card.

6. If the Renter is in arrears with the payment of the rental fee, the Rental Company is entitled to immediately terminate, without notice, the rental agreement as specified by Article 1456 of the Civil Code Book. If the agreed rental period exceeds a period of 27 days, and if the Renter is completely or to a not insignificant extent in arrears with the payment of the rental fee, then the Rental Company is entitled to immediately terminate, without notice, the rental agreement due to default in payment as specified by Article 1456 of the Civil Code Book.

F: Insurance

1. The insurance coverage for the rental vehicle consists of liability insurance with a max. coverage in case of personal injury and property damages amounting to 22.5 million EUR. The max. coverage per injured person shall amount to 2.5 million EUR.
2. The use of vehicles for the transport of hazardous substances, for which permission is mandatory, according to the current regulations, is forbidden.

G: Accidents, theft, mandatory notification, specific duties

1. After an accident, theft, fire, collision with wild animal, or other damage, the Renter or the Driver must immediately inform and call the police; in particular, in the event that the police cannot be reached by telephone, the damage must be reported to the nearest police station. This also applies if the damage to the rental vehicle is minor, and also for self-inflicted accidents caused without the participation of a third party.
2. In the event of any damage of the vehicle during the rental period, the Renter shall immediately inform the Rental Company in writing of all details of the event which led to the damage of the vehicle. For this purpose, the Renter should carefully and in all points truthfully fill out the pre-printed form for reporting accidents included among the vehicle documents. Further, the pre-printed form can at all times be requested from the Rental Company by telephone or retrieved from the Rental Company's websites.
3. The Renter or Driver shall undertake all measures which facilitate the clarification of the damages event. This includes in particular providing true and complete answers to the Rental Company's questions regarding the circumstances of the damages event as well as not leaving the scene of the accident before the necessary determinations have been made – in particular those determinations of special importance to the Rental Company in evaluating the actual sequence of events – and/or before the Rental Company was able to make determinations without allowing the lessor to meet them.

H: Lessor's Liability

1. The Rental Company shall be liable in cases of intent or gross negligence on the part of the Rental Company or its representatives or agents according to statutory regulations. Otherwise, the Rental Company shall be liable only for injuries to life, the body, the health, or the culpable violation of significant contractual obligations. The claim for the compensation of damages due to the violation of significant contractual obligations is limited to foreseeable damage typical of this type of contract.
2. The Rental Company assumes no liability for items left in the returned rental vehicle; this shall not apply in cases of intent or gross negligence on the part of the Rental Company or its representatives or vicarious agents.

I: Renter's Liability

1. Basically speaking, the Renter is liable to the Rental Company in accordance with the duty of safekeeping and custodianship (Article 2051 of the Italian Civil Code). In the case of vehicle damages, vehicle loss, and violations of the rental agreement, the Renter and/or the Driver shall, in principle, be liable according to the general regulations of liability. Accordingly, the Renter and/or Driver are not liable if they are not responsible for the breach of duty.
2. The Renter is free to exclude liability due to accidents for the Rental Company's damages through payment of a special fee. In this case, the Renter and the Driver included in the coverage for the contractual exemption from liability for damages are liable for damages up to an amount equaling the agreed-upon sum; a claim for a contractual exemption from liability does not exist if the damages were intentionally caused. If the damages were caused by gross negligence, the Rental Company is entitled to reduce its obligation to exempt from liability to an extent proportional to the degree of culpability. Further, a claim for a contractual exemption from liability does not exist if an obligation to be fulfilled by the Renter and/or Driver – especially according to letter G of these General Terms and Condition of Rental – have been intentionally violated. In cases of grossly negligent violation of an obligation of the Renter and/or Driver, the Rental Company is entitled to reduce its obligation to exempt from liability to an extent proportional to the degree of culpability. Notwithstanding the stipulations of the previous sentences, the Rental Company shall exempt from liability insofar as the violation of the obligation is a cause of neither the occurrence of the liability case nor for the determination nor for the extent of the Rental Company's obligation to exempt from liability; this shall not apply in cases of fraudulent violation of the obligation. The contractual exemption from liability shall apply only to the period of time

of the rental agreement. The sum per damages case which shall be borne by the Renter shall be according to the contractual agreement.

3. The Renter shall have unlimited liability for all violations of traffic and procedural regulations and other statutory regulations as well as for all trespassing violations which he or third parties to whom the Renter entrusts the vehicle may cause. The Renter indemnifies the Rental Company against all fines, penalties, and other costs which government authorities or other official agencies may levy from the Rental Company as the result of such violations. In compensation for the administrative expenditure accruing to the Rental Company for the processing of inquiries which law enforcement authorities or other official agencies or other third parties may address to the Rental Company for the determination of misdemeanors, criminal offences, or disturbances committed during the rental period, the Rental Company shall receive from the Renter a processing fee of 45.00 EUR incl. V.A.T. from the Renter for every such inquiry; the Rental Company shall also be free to assert any further damage.
4. In case of loss or damage of the charging cable for electric vehicles, the renter reimburses the landlord for the replacement of the cable in the amount of a flat rate of 479.50 EUR including VAT (purchase price of the cable: 420.00 EUR, administration fee: 59.50 EUR), unless the lessee proves that the landlord incurred a lesser expense and / or damage; The lessor is at liberty to claim further damages.
5. Damages to the brakes, operating damages, and breakage are not accidental damages; this applies in particular for damages resulting from slippage of stowed goods.
6. The Renter is responsible for the timely and full payment of any toll fees due for the use of toll roads. The Renter shall indemnify the Rental Company for all toll fees which he or third parties to whom he entrusts the vehicle incurs.
7. These regulations apply both to the Renter and to the authorized Driver; however, the contractual exemption from liability shall not apply to unauthorized users of the rental vehicle.

J: Vehicle return

1. The rental agreement ends with the elapse of the agreed-upon rental period. If the Renter continues using the vehicle after elapse of the agreed-upon rental period, the rental relationship shall not be considered to have been prolonged.
2. The Renter is obliged to return the vehicle to the lessor at the agreed-upon time and at the agreed-upon place of return at the end of the rental period.
3. As a result of the use of a navigation device, the navigation data entered during the rental period may possibly be stored in the vehicle. When pairing mobile or other

devices with the vehicle, data from these devices may also be stored in the vehicle. If the renter / driver wishes that the aforementioned data is no longer stored in the vehicle after the return of the vehicle, he must ensure that the vehicle is returned before the vehicle is returned. Deletion can be carried out by resetting the navigation and communication systems of the vehicle to the factory settings. Instructions can be found in the instruction manual located in the glove box. The lessor is not obliged to delete the aforementioned data

4. Special tariffs apply only for the offered time period and are contingent upon the vehicle being rented for the full agreed-upon rental period. If the actual period of use is longer or shorter than the agreed-upon rental period, not the special tariff, but rather the normal tariff shall apply.
5. If the obligation to return the vehicle is violated, the renters shall be jointly liable (Article 1292 of the Italian Civil Code) according to the principle of contractual liability (Article 1218 of the Italian Civil Code).
6. If the Renter does not return the vehicle or the vehicle key to the Rental Company upon elapse of the agreed-upon rental period – even through no fault of his own – the Rental Company shall be entitled to demand a payment (compensation) amounting at least to the previously agreed-upon rental rate for the period during which the vehicle was withheld; the Rental Company shall also be free to raise an additional claim for damages. In addition, if the delay exceeds 30 minutes, the Lessee shall pay a compensation lump sum for the amount of EUR 30.- including VAT, for the associated administrative costs.
7. In the case of long-term rental agreements (rental periods with an agreed-upon duration of more than 27 days), in addition to numbers 1 to 5 of this section J, the following shall also apply: In the event that the allowed mileage (odometer reading) stated in the rental agreement is reached, the Renter shall return the vehicle before elapse of the agreed-upon rental period. In the event that the Renter exceeds the allowed mileage (odometer reading) stated in the rental agreement by more than 100 km and/or he returns the vehicle after the date stated in the rental agreement, he shall pay a contractual penalty amounting to EUR 500.00; this does not apply if the renter proves that the lessor has incurred no or lesser damage. Upon reaching the mileages stated in the rental agreement before the expiry of the agreed-upon rental period, the Renter will receive an equivalent replacement vehicle for the remainder of the rental period upon return of the vehicle.

K: Cancellation

1. The parties are entitled to terminate the rental agreements in accordance with statutory regulations. The Rental Company can terminate the rental agreements without notice for an important reason (extraordinary termination).

Article 1456 of the Civil Code Book specifies important reasons in particular as follows:

- A considerable worsening of the Renter's financial situation;
 - Enforcement proceedings against the Renter;
 - Lack of care for the vehicle;
 - Improper and unlawful use;
 - Failure to comply with the regulations pertaining to motor vehicles in road haulage services;
 - Conditions which would make a continuation of the rental agreement unacceptable, e.g., because of an excessively high loss ratio.
2. Insofar as there are several rental agreements between the Rental Company and the Renter and the Rental Company is entitled, for an important reason, to the extraordinary termination without notice of a rental agreement, then the Rental Company shall also be entitled to the extraordinary termination without notice of the other rental agreements – if the continuation of the other rental agreements is deemed unacceptable due to the Renter acting in bad faith.

This is in particular the case if the Renter

- Has intentionally or with malice damaged a rental vehicle;
- Has negligently failed to mention to the Rental Company or attempts to conceal a damage to a rental vehicle;
- Has intentionally or with malice caused harm to the Rental Company;
- Is in arrears for rental payments amounting in total to at least one week's rent for more than five bank business days;
- Uses a rental vehicle during or for the commission of an intentional criminal offence.

If the Lessor terminates a rental agreement, the Renter is obliged to immediately return the vehicles including vehicle documents, all accessories, and all vehicle keys to the Lessor.

M: Renter's direct debit authorization

1. The Renter irrevocably authorizes the Rental Company as well as any debt collection agency the Rental Company acting on its behalf to debit all rental vehicle costs and all other claims in relation to the rental agreement from the credit card presented upon conclusion of the rental agreement, identified in the rental agreement, and/or subsequently presented or identified by the Renter.

N: Notification to the Motorization Office for long-term rental

1. In the case of rents lasting more than 30 days, the landlord is obliged - according to art. 94, par. 4-bis of the Road Traffic Code (Road Traffic Regulations) and art. 247-bis, par. 2-b of the implementing provision to the Road Traffic Regulations - to send a notification to the Motorisation Office so that the tenant's details can be noted. FLIZZR will forward your data to the National Vehicle Register if you have signed a power of attorney at the time of rental. Failure to comply with the above obligation will result in a fine of EUR 705.00 to EUR 3,526.00. FLIZZR bears the costs of the transmission of the data and charges a fee of EUR 39.00 (incl. taxes).

O: General Conditions

1. The offsetting of claims with the Rental Company's demands is possible only in the case of those claims of the Renter or of an authorized Driver that are undisputed or have been confirmed by a court of law.
2. All rights and obligations derived from this agreement shall be to the advantage and to the disadvantage of the authorized Driver.
3. Insofar as and for as long as this agreement does not otherwise provide, the provisions of the Civil Code Book and the Law on Private Insurance Policies (Legislative Decree 209/2005) and the Street Traffic Ordinance (Legislative Decree 285/1992) shall apply. This shall apply also to any ambiguities resulting from this agreement.
4. The European Commission has set up a platform for the extra-judicial online settlement of consumer disputes under <http://ec.europa.eu/consumers/odr/>. The Rental Company does not participate in this alternative dispute settlement process.

P: Jurisdiction, requirement for written form

1. There are no verbal side arrangements to this agreement.

2. Place of jurisdiction is Bozen/ Bolzano, if the Renter is a merchant or legal entity. In the case of private persons who are consumers as specified by the Consumer Protection Law, the court of jurisdiction shall be that of their place of residence.