

General Terms and Conditions of Rental (Terms and Conditions)

Netherlands

The rental by Sixt B.V. (lessor) of motor vehicles and their equipment and accessories under the brand name "FLIZZR" is submitted to the following Terms and Conditions of the Rental:

A: Condition of the vehicle, repairs, fuel

1. The lessee shall inspect the vehicle when it is handed over to him. The lessee is expected to have received the vehicle undamaged, unless the lessee stated visible damage or defects while receiving the vehicle. 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 and other fluids and tire pressure are 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 the Netherlands 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.
2. 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. 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). 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.
3. 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 25) 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's 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. If the rental agreement allows for a different driver than the lessee, the lessee ensures that the driver is authorized and capable of driving the vehicle. Lessee shall impose the obligations of the rental agreement on the driver and ensure that the driver complies. The lessee shall be liable for the actions of the driver and passengers. Acts of passengers and other drivers than the lessee shall be considered as acts of the lessee, shall be imputed to the lessee, and shall be for the risk of the lessee. The lessee expressly acknowledges and accepts that any liability and/or guarantee of the lessor is excluded in case that the vehicle is used by a person who is not allowed or entitled to do so.

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 has not been returned to the agreed rental office, the lessee shall be obliged to pay, as compensation for the related processing expenses, a handling fee in an amount of EUR 30.00 incl. VAT. This shall not restrict the right of the lessor to assert any further damage, in particular the costs of the return transfer. The handling fee shall increase to EUR 90.00 incl. VAT because of the increased processing work, if the return rental office is not a FLIZZR rental office, but a Sixt rental office.
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 up and of fuel, service charges, 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, delivery charges, 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 prepaid bookings already at the time of concluding the booking. In the case of foreign prepaid bookings the lessor, 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 scope of control. If the lessor just sends a notification 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 obliged to retrieve 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. As security (a deposit) for the performance of his duties, the lessee shall be obliged to pay a sum of money at the beginning of the rental period, which sum shall be three times the agreed rental charge (plus other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges) plus value added tax in the statutory amount applicable from time to time, but at least EUR 150. However, if the agreed rental period exceeds a period of 28 days, the security shall be a maximum of three times the agreed rental charge for a period of 28 days (plus other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges) plus value added tax in the statutory amount applicable from time to time. The lessor is not obliged to invest the security separately from its assets. The security shall not bear interest. The lessor can enforce its right to payment of security even a considerable time after commencement of the rental agreement.

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 permanent 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 is a third party liability insurance with a maximum amount of cover for personal injuries for EUR 5,6 million and damage to property of EUR 2,5 million and is limited to Europe.
2. The insurance does not cover use of vehicles in breach of the rental agreement, such as the use for the transportation of hazardous substances requiring a permit under any applicable law, use outside the areas as allowed in the rental agreement, or use otherwise than as intended.

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. Lessee shall refrain from any kind of acknowledgement of fault.
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 liability of the lessor, a representative or an agent is limited to the direct damage and the damage as a result of the intent or the gross negligence of its management. Other liability, including liability for death or personal injury or liability for damage caused by Lessor's personnel, third parties or subcontractors, is excluded. Direct damage does in any case not include lost income, turnover or profit.

Only in case and insofar as the above exclusion is legally not permissible, the liability of the lessor is limited to the amount of the rental agreement in the month the damage occurred. Only in case and insofar as the above exclusions are legally not permissible, the liability of the lessor is limited to the amount (excluding VAT) that its insurance company pays out in the case concerned. If requested, information on the content of the policy conditions shall be provided.
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 or its management, 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. In particular, the lessee must return the vehicle in the condition in which he took possession of it. The lessee is liable to the lessor for all damage resulting from any occurrence during the rental period and all damage that is related to the rental of the vehicle in any way, subject to the below.
2. All vehicles as rented by the lessor have a third party insurance by default. As a limitation for the risk of liability the lessee may buy from lessor additional buy out of damage compensation subject to an excess. The amount of the excess per damage occasion is agreed in the rental agreement. An overview and the details of the third party insurance and these additional services of the lessor can be viewed and printed at www.flizzr.com and are at display at the lessor's and shall be sent by regular mail at lessor's costs at the lessee's first request. These coverages only apply if all agreed terms and conditions are complied with.
3. The lessee shall be liable without limitation for all traffic and administrative offences, sanctions, penalties and other results of measures related to the use of the vehicle, including 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 and hold him harmless against any and all penalty and fines, fees and other costs, levied by the authorities or other bodies from the lessor. As compensation for the lessor's administrative handling costs incurred, the lessor shall receive from the lessee a flat-rate amount of EUR 30.00 (inkl. VAT) for each such case without prejudice to the other rights of the lessor, including to claim greater damages or loss.

4. 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. The lessee is liable for such damage.
5. In case of use of roads where tolls are charged, the lessee shall be liable for the timely and full payment of all fees.
6. These provisions apply not only to the lessee, but also to the person authorised on the basis of the rental agreement to drive the rented vehicle, whereby, however, the contractual exemption from liability does not apply to unauthorised 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. Art. 7:230 Dutch Civil Code does not apply. Subject to the above, until the vehicle is back in the possession of the lessor all obligations of the lessee shall remain in effect, the vehicle and the use of the vehicle remains in the scope of risk of the lessee and the lessee remains fully liable for all damages and costs related to the vehicle.
2. The lessee is obliged to return the vehicle to the lessor at the end of the agreed rental period, at the agreed location, during normal business hours, which are displayed in a notice at the lessor's offices.
3. 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.
4. 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.
5. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental term – even if this cannot be imputed to him- the lessor shall be entitled to demand payment in an 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 hereto related processing expenses, a handling fee in an amount of EUR 30.00 incl. VAT. The obligations to pay the handling fee shall not apply if the lessee is not responsible for the delay.
6. 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 immediately for special cause without notice.

Such cause shall be deemed to include, in particular:

- deterioration of lessee's financial situation,
 - the legitimate concern of the lessor that the lessee shall not pay the rental price,
 - 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, the lessor shall also be entitled to terminate all other rental contracts 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.
 4. The lessor is not liable for damage or costs of the lessee or a driver as a result of the termination of the rental agreement.
 5. Every termination of the rental agreement(s) by the lessor shall be without prejudice to its other rights, including the right to claim full damages.

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 and the use of the vehicle 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: Data protection clause

1. Sixt B.V. is the body responsible in the sense of the data protection law. The lessee's/driver's personal data is collected, processed and used by Sixt, or by a third party appointed locally by Sixt for the rental, for the purposes of establishing, fulfilling or terminating the Agreement. Any use for advertising purposes shall only be for the purposes of Sixt's own advertising (including advertising by way of recommendations). Said data shall be transmitted to other third parties only to the extent this is necessary for fulfilling the agreement, e.g. to the lessee's credit card company for the purposes of settlement and in case of paragraphs 1.3. and 1.5. to the appropriate authority or other body for direct regulation of such fees, costs or fines. Any further-reaching use shall need to be laid down in legislation or require consent.
2. **Note in accordance with article 41 sub 3 and 4 of the Personal Data Protection Act: the lessee/driver can at any time object to any processing or use of his data for the purposes of advertising or market research or opinion polls. The objection must be addressed to: Sixt B.V., code word: "Objection", Postbus 253, 2130 AG Hoofddorp, via the contact form at <https://www.sixt.nl/informatie/contact/> or by e-mail to servicedesk@sixt.com.**

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. If a provision or a part of a provision is null or void or for whatever reason not valid, the other provisions and the valid part of the provision concerned remain valid. Parties shall agree to a provision or a new part of the provision closest to the intention or result of the invalid provision.
3. All rights and obligations arising out of this Agreement inure to the benefit of and against the lessee.
4. If and insofar as no provision is contained in this Agreement, the applicable laws apply. This also applies to any ambiguities arising out of this Agreement.

P: Place of jurisdiction, applicable law

1. Dutch law is applicable to all legal relations between the parties.
2. The place of jurisdiction is Amsterdam, unless the lessee is a consumer, in which case the place of jurisdiction is indicated by the law.