

General rental terms and conditions of Sixt GmbH, Austria

(hereafter short: SIXT)

A: Condition of the vehicle / repairs / operating utilities

1. The Lessee shall be required to handle the vehicle with care. He needs to observe all applicable regulations as for the use of such a vehicle needed (in particular the Motorist Act (*Kraftfahrzeuggesetz*) and the Traffic Regulations Act (*Straßenverkehrsordnung*)) and during the rental period regularly has to check whether the vehicle is in reliable and roadworthy condition. Before driving the Lessee has to inform himself by using the instruction manual placed in the vehicle about the referring instructions and recommendations (in particular regular check of the sufficient level of engine oil, cooling liquid and other operating utilities).
2. Defects already existing at acceptance of the vehicle are to be reported by the Lessee to the Lessor, thus ahead driving, as far as these are not listed on the control chart located in the glove box in the vehicle. In case the Lessee does not report these defects immediately, they are considered as being caused by him, as long as he cannot prove the opposite (this provision is not applicable in case the Lessee is considered as consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*)).
3. In case that during the rental period repairing of the milometer or reparation for the maintenance of the operation or the road safety of the vehicle is needed, the Lessee is allowed to mandate an authorized repairer for the particular car brand up to an estimated amount of repair costs of 100 EURO. Beyond this amount any assignment of reparations needs to be done in consultation with SIXT.
4. The vehicle will be handed over to the Lessee with full fuel tank. In return the Lessee needs to equally return the vehicle with full fuel tank. In case the vehicle is returned not fully refuelled, SIXT will charge the Lessee the costs for the refueling of the vehicle plus a service fee according to the current price list. It is only allowed to refuel that kind of fuel, which is mentioned in the instruction manual. The Lessee is liable to the Lessor for each damage resulting from improper refueling.
5. In case of breakdown or damage of the milometer or its sealing SIXT is entitled to charge the rental fee on the basis of the average daily kilometre performance since the initial registration, at least 100km/day, unless the Lessee proves a lower performance of kilometres.
6. As far as commercial vehicles are having an allowed gross vehicle weight above 7,49ton with an ADBLue®-tank, above mentioned Section 4 applies as to that.
7. In case of commercial vehicles with an ADBLue®-tank the Lessee needs to take care that the ADBLue®-tank is sufficiently fueled at all times. The Lessee and his vicarious agents are unlimited liable for during the rental period committing violations against the above mentioned duties; the Lessee indemnifies SIXT from all claims which are asserted by authorities or any other third parties against SIXT because of non-refueling of the ADBLue®-tank, in particular for administrative penalties.

B: Reservations

1. Reservations are only binding for price classes, but not for specific types of vehicles. SIXT is entitled to provide instead of a vehicle of the specific price class with a vehicle of a higher price class (in this case for the previous originally agreed rent). In case the Lessee does not take over the vehicle one hour after the agreed time at the latest, the reservation

is not binding anymore. Cancellations need to be done 24 hours ahead the commencement of the rent, otherwise SIXT is entitled to charge a cancellation fee of one daily rent according to the current price list (as far as there is no higher cancellation fee for the rates booked by the Lessee).

2. In case of external reservations (these are only considered as arranging services) SIXT does not assume any liability for the actual availability, price or the available type of vehicles.
3. The following applies to bookings made at prepaid rates: A booking can be changed before the rental begins in return for an alteration charge of € 20. Any payment in advance already made towards the rental shall not be refunded; nor shall any differential amount be refunded. Likewise, a booking can be cancelled before the rental begins. In the event of cancellation, the payment in advance already made towards the rental shall be paid back subject to a cancellation charge, which will be withheld and shall be in the amount of the rental charge (in accordance with Clause D including any extras and charges) for a maximum of 3 rental days. Cancellations can be made online (www.sixt.de/meinsixt) or in writing and must be addressed to: Sixt GmbH & Co. Autovermietung KG, Trellborger Strasse 9, D-18107 Rostock, Germany, Fax: +49 381 80705567, e-mail reservierung@sixt.de. In the event that the booked vehicle is not collected or not collected at the agreed time the rental charge already paid shall be withheld in full.

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

1. When the vehicle is handed over the lessee must produce a domestically valid driving licence necessary for driving the vehicle, a valid means of payment 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, Sixt will cancel the rental contract; in any such cases the lessee shall have no claim for non-performance. Furthermore, restrictions regarding age (an additional charge shall be charged for drivers under the age of 23) and/or length of time for which a driving licence must have been held apply to certain vehicle categories. A list of the age and driving licence provisions can be inspected prior to reservation on SIXT's website, at the SIXT rental office or can be asked for by telephone.
2. The vehicle may be driven only by the Lessee himself/herself or – for an adequate, in the current price list mentioned additional charge – persons named in advance by the Lessee. In this case the Lessee has to assign all duties deriving from the rental agreement and these terms and conditions to these persons. This limitation does not apply in case the Lessee is a legal entity.
3. The Lessee is liable for actions of persons, which he – with or without consent of SIXT left (or those persons which he left the vehicle), as for own acting. A limitation of liability agreed in consistency with the below mentioned provisions does not become operative in the event he (or a person attributable to him) leaves the vehicle to a third person without reporting SIXT in advance (within the meaning of above mentioned provision) and during this time – for whatever reason (however without any fault of SIXT) – a damage occurs on the vehicle.
4. The Lessee may put in operation the vehicle only in the event he possesses at that time and at the place of the operation a valid driver's license. In case the Lessee leaves the vehicle to a third person within the meaning of the above provision, he needs to check autonomously whether this person possesses a valid driver's license. Insofar for the specific vehicle SIXT stipulates that the Lessee already possesses the driver's license for a certain period of time, he needs to consider this provision also in case of passing on the vehicle (and if necessary to confer with SIXT before the passing).

5. The vehicle may be used only in the public road traffic, however not for driving school lessons. The vehicle moreover may not be used
 - for motor sports purposes, especially for driving events at which aiming a maximum speed is important, or the corresponding practice run,
 - for car tests or driver's safety training,
 - for passenger transport on a commercial basis,
 - for purpose of sublease,
 - for committing criminal acts, also in the event these criminal acts are subject to penalties only to the law of the place where the act is committed,
 - for the carriage of readily inflammable, explosive, poisonous or otherwise dangerous substances,
 - for drives offside paved roads.
6. The Lessee is obliged to fix the freight stored in the vehicle properly (especially to avoid any shifting) and to take care, that all persons travelling with during the whole driving time use the available seatbelts according to instructions.
7. The Lessee is prohibited to enter with the vehicle countries, which according to the information provided in the rental agreement copy are not admitted for the car brand or the rented type of vehicle. Each branch of SIXT will provide information on this issue. Before driving abroad the Lessee needs to ensure himself actively whether the intended target country is included by this limitation.
8. Each (also merely negligent) violation of the above mentioned provisions (number 1, 2, 4-7) makes the Lessee fully liable to SIXT for each damage (including expedient costs of bringing a claim) (as far as SIXT is not at fault). Any agreed limitation of liability is ineffective in case of such a violation.

D: Rental Price, default interest

1. If the vehicle is not returned to the same SIXT-station than to the check-out station the Lessee is obliged to reimburse the costs of the returning, as far as there is no other written agreement (the limitation to the written form does not apply for consumers).
2. As rental price apply generally the valid rates as mentioned in the price list at the time of the renting. The conditions for these rates are available in the salesrooms of SIXT; if there was not agreed upon a special rental price. This price does not include costs for refueling, fuel, service charges as well as delivery costs and costs for pick up. Special prices and discounts only apply in case of payment in full at due date. In case of late payment date any discounts allowed will be charged subsequently.
3. In case of delay in payment – as to the rental price or any other claim for compensation of damages – default interest of 12% p.a. becomes due.

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

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 bookings made at the prepaid rates already at the time of concluding the booking. In the case of foreign bookings at the prepaid rates Sixt, 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 shall be required to pay a security deposit (deposit) at the beginning of the rental period for the performance of his obligations at the rate of the triple rent (plus any other agreed charges as for e.g. limitation of liability, delivery costs, airport charges) plus VAT at the rate of the applicable law. If the agreed rental period exceeds a period of 28 days, however the deposit amounts at the most triple of the rent agreed for the period of 28 days (plus any other agreed charges) plus VAT at most.
3. As far as there is no deviating agreement, the rent, any other agreed charges and any other claims for compensation of damages of SIXT resulting from the rental agreement (including retention) and the security deposit (deposit) are debited from the credit card of the Lessee. The Lessee needs to take care that this kind of charging is always possible (on the basis of sufficient funds). If not, the Lessee is liable to SIXT for all thereby arising additional costs (in particular charges in case a transaction had to be reversed, default interest, etc.). If the charging by credit card provided by the Lessee is not possible, SIXT is entitled to terminate the rental relationship with immediate effect. The deposit within the meaning of the above mentioned Section 2 will not be charged off the credit card of the Lessee, but merely reserved – the charge is to be made if the secured claim is due for payment.

F: Insurance

1. The rented vehicle is covered by liability insurance on the usual terms of insurance applicable in Austria as well as on the valid minimum sum insured in Austria. This insurance does only apply to Europe (geographically). If SIXT is claimed at third hand because of damages caused by the Lessee or persons, whom he left the vehicle without fully insurance covering, the Lessee needs to fully indemnify and hold SIXT harmless as to it.
2. The insurance excludes the use of the vehicles for the carriage of dangerous substances for which permission is needed.
3. In case of a motor passenger personal accident insurance the limit of liability amounts EUR 20,500 in case of disability, EUR 12,800 in case of death, EUR 500 for cost of medical treatment. If there are two or more occupants the amounts insured increases to a once 50%. The damaged persons are entitled to this amount on a pro rata basis.

G: Accidents / Theft / Duty to give notice

1. The Lessee shall be required to immediately notify the police following any event of accident, theft, fire, damaged caused by game animals or any other comparable damages. This shall also apply in the event of minor damages and accidents due to one's own fault without the participation of third parties. If the police deny the collection of accident data, the Lessee needs to prove this fact in an appropriate way.
2. The Lessee needs to as far as possible contribute to the fact finding and to omit everything to impede or prevent this. Without consulting SIXT the Lessee may not acknowledge a fault as to third parties.
3. The Lessee shall be required promptly, at latest two days following the event of accident to inform SIXT in writing about all details. For this purpose he needs to use the accident report included in the car documents, to fill out carefully and completely (by reporting all potential witnesses).
4. An intent or gross negligent breach of contractual obligations in accordance with Sections G.1 – G.3 (obligations within the meaning of Section 6 Insurance Contract Act (*Versicherungsvetrags-Gesetz*) leads to a release from the obligation to perform of the insurance respectively to a loss of any agreed limitation of liability. This shall apply if the breach had an influence on the fact finding of the insured event or the amount of the

insurance benefit and/or the amount of the liability for damages of the Lessee to SIXT or however with the intention to influence the obligation to provide indemnification respectively disturb the finding of these circumstances.

5. The Lessee is fully liable despite any agreed limitation of liability in accordance with Section I.3 to SIXT for all damages (in particular adequate costs of bringing an action) resulting from at least negligently provided incorrect information about the circumstances of the accident.

H: Liability of SIXT

1. SIXT shall be liable in case of intent or gross negligence as well as for personal damage in accordance with the provision of law. The claim for damage because of breach of fundamental contractual obligations is limited to the losses foreseeable and typical for this type of contract. In case of slight negligence SIXT is liable (except in case of personal damage) up to at most the amount of the agreed rental fee. There is an exemption of liability of SIXT for loss of profit.
2. SIXT shall not be liable for items put into the vehicle by the Lessee or being stolen, damaged or left at the return of the vehicle. This exemption of liability does not apply in case of intent or gross negligence of SIXT or persons, for whom SIXT is responsible for in accordance with the provisions of law.

I: Liability of the Lessee, Limitation of Liability

1. If there is no other express agreement in the individual case, the Lessee shall be liable to SIXT for all damages to the vehicle or its equipments respectively for the loss (theft and the like) as far as these damages respectively the loss occurred between the acceptance of the vehicle and the return by him. For this kind of liability actual fault of the Lessee to the damage is not required. The Lessee shall not be liable for these damages in case they were caused by SIXT or by persons, for whom SIXT is responsible for in accordance with the provision of law or arising from manufacturing defects respectively from fair wear and tear.
2. The Lessee in particular needs to return the vehicle in this perfect condition as taken over the vehicle.
3. The Lessee may limit the liability for damages from accidents/thefts by paying a special fee according to the price list to the agreed retention (contractual limitation of liability)

In this case he shall be liable for damages attributable to accidents and/or thefts respectively wilful damage of the vehicle by third parties, excluding the agreed retention only if

- the damages are due to his or persons he left the vehicle to deliberate intent or gross negligence;
- the vehicle was driven at the time of the damage by a person (was left to a person) who was not named in advance to SIXT contrary to provision C.1;
- the driver at the time of the accident was not in possession of a valid driver's license or the fitness to drive was impaired due to alcohol, drugs or similar reasons;
- the vehicle was used at the time of the damage in contrary to Section C.4 of these terms and conditions;

- any breach of obligations as mentioned in Section G. of these terms and conditions (considering the limitation in accordance with G.4) occurs
 - he or the driver he left the vehicle has fled from the scene of accident, as far as interest of SIXT in fact finding are generally affected, unless the breaching of obligation was not deliberated intent or gross negligent
 - the damage does not arise during the agreed rental period (this in particular applies in case of delayed return of the vehicle)
 - the damage was arising during an unauthorized trip abroad (See C.6).
4. The limitation of liability within the meaning of the above mentioned conditions does not apply for damages that are due to handling errors, improper refueling, shifting of freight, braking actions, mishandling of snow chains or luggage rack, improper loading, drives offside paved roads, non shutting of tops/windows in rain and wind, non-observance of vehicle height and vehicle width (in case of entries, bridges, tunnels, and the like) as well as inadequate protection of the vehicle (unlocked vehicle, key left in the lock) and the like. The limitation of liability does also not apply for damages and soiling of inside of vehicle interior (as f.e.g. burn holes in the seats and the like) as far as these are not resulting from accidents, for damaged tyres as well as for the cost for the replacement purchase of lost automobile keys or car documents.
 5. This kind of agreed limitation of liability does not make SIXT liable for items put in the vehicle and being damaged or stolen there.
 6. If the vehicle is parked by the Lessee inadequately secured and without appropriate surveillance (unlocked respectively leaving the automobile keys in the vehicle) or if the Lessee leaves valuable articles in a way visible from the outside, these thefts respectively burglaries are to be considered as being caused gross negligent in terms of Section 3. Subsequently any agreed limitation of liability is not valid in this case.
 7. For the interpretation of questions to this limitation of liability not being answered by this terms and conditions, the Insurance Contract Act (*Versicherungsvetrags-Gesetz*), the prevailing model conditions of the underwriting association (See www.vvo.at) for the motor hull insurance as well as the judicature on these issues shall be considered.
 8. Beside the mentioned limitation of liability above in Section 3 of this terms and conditions the Lessee may by paying of a corresponding lower additional charge agree upon a partial limitation of liability up to certain retention. In the event of such an agreement the Lessee is not liable (considering the below mentioned exceptions), apart from the contractually agreed retention, for damages due to strokes of lightning, rock fall, stone chip, landslide, avalanches, snow loads, hail, deluge, flooding, storm (weather related movement of the air of more than 60km/h), blaze, explosion, theft, burglary, robbery or contact of the moving vehicle with furred game on public road traffic. This limitation of liability does not apply for damages arising, despite being caused by the above mentioned forces of nature – from the performance of the driver.
 9. A partial limitation of liability stipulated within the meaning of Section 8 shall not be valid, if
 - the Lessee or the persons to whom he has left the vehicle have caused the damage by intent or by gross negligence;
 - at the time of damage, the vehicle was driven by a person (left to a person) who contrary to the provision C.1 of these terms and conditions had not been notified to SIXT in advance;
 - the driver did not possess a valid driver's licence at the moment of the accident or the fitness to drive of the driver was impaired due to alcohol, drugs or similar reasons;

- the vehicle was used contrary to the provision C.4 of these terms and conditions;
- one of the obligations (duties) stipulated under point G of these terms and conditions was violated (subject to the qualification acc. to G.4);
- the damage was not incurred during the rental period stipulated (thus, in particular upon delayed return of the vehicle);
- the damage was incurred during an unauthorised trip abroad (See C.6).

The provisions of Sections 4 to 7 shall apply mutatis mutandis to this partial limitation of liability.

10. If no (partial) limitation of liability within the meaning of the preceding provisions is applicable, the indemnity to be paid by the Lessee in the event of damage shall be composed as follows:
 - costs of repair acc. to an expert opinion to be provided by SIXT;
 - in case of economic total loss: replacement value acc. to expert opinion less the value of the hulk;
 - the possible reduced market value of the vehicle due to repair (acc. to expert opinion);
 - appropriate costs of rescuing the vehicle;
 - appropriate costs of the expert opinion;
 - appropriate and expedient costs of bringing a claim;
 - lump-sum payment for processing, general expenses and frustrated expenses to the amount of € 50.- per case of damage (total loss € 100.-);
 - compensation for the loss of use of the vehicle for the repair period considered appropriate by the expert to the amount of 70 % of the usual rental fee/day for the vehicle acc. to the current price list of SIXT at the time of damage (in case of total loss the loss of use is calculated as a lump sum of 7 days);
 - the value added tax to be calculated on the basis of these amounts pursuant to the legal provisions.
11. If a limitation of liability was stipulated and the actual damage (calculated acc. to the preceding provision) is inferior to the retention stipulated, the Lessee shall only be charged the actual damage.
12. If between the acceptance and return of the vehicle by the Lessee several damages to the vehicle incurred which do not result from consistent accident events, the Lessee, in case of the limitation of liability stipulated, shall be obliged to pay the retention stipulated per case of damage (however, the preceding provision applies mutatis mutandis).
13. In the event of damage, it shall be incumbent upon SIXT to assess the prospects of success of raising claims against a third party on the basis of the accident report rendered by the Lessee and to act accordingly. If the Lessee does not concur with this assessment, he can demand from SIXT to have the question of guilt vis-à-vis the accident opponent clarified before court. Subsequently, SIXT shall initiate such a clarification unless this has no reasonable chance on the one hand, and the Lessee declares to hold harmless and indemnify SIXT with regard to all costs of such (judicial and extra-judicial) proceedings, on the other hand. In this case, SIXT shall be entitled to make the institution of proceedings dependent on the payment of a sufficient security for costs.
14. A retention agreed within the scope of the (partial) limitation of liability shall also be due for payment to the full amount, if the Lessee only bears partial blame for the damage.
15. The Lessee shall be liable without limitation for violations of legal provisions, in particular traffic regulations and other regulations. The Lessee shall hold harmless and indemnify SIXT with regard to all administrative penalties, fees and other costs (in particular, possible and appropriate costs of bringing an action), which the authorities claim from

SIXT as the registered keeper of the vehicle due to such violations. On the occasion of respective requests for information by authorities entitled thereto, SIXT shall transmit data of the Lessee to them. As compensation for the administrative expenses incurred by SIXT due to the processing of the requests which the authorities addressed to SIXT for investigation of infringements and offences committed during the rental period SIXT shall receive from the Lessee a lump sum for expenses of € 10.- incl. VAT; SIXT shall be at liberty to assert any further provable damage.

16. Using motorways the Lessee of a rented freight vehicle subject to road charge shall assume the full payment of motorway charges in due time and shall hold harmless and indemnify SIXT in respect thereof.

J: Return of Motor Vehicle

1. The rental agreement shall expire at the date stipulated and may be extended within the scope of this agreement upon prior consent of SIXT, if the Lessee notifies SIXT three day prior to the end of the rental period stipulated. In the event of change of the vehicle and a rental period of more than 28 days the initial rental agreement shall apply.
2. The Lessee shall be required to return the vehicle to the Lessor upon the expiration of the rental period at the location stipulated during the usual opening hours which are displayed at the business offices of the Lessor. Upon return the vehicle shall be cleared of items belonging to the Lessee or to persons attributable to him and be cleaned. A return outside business hours of SIXT – e.g. by parking the vehicle nearby a SIXT station and insertion of the automobile keys into a key box – shall be effected at the risk of the Lessee. The latter shall, consequently, be responsible for damages incurred between such a parking and the next opening of the respective SIXT station.
3. Special rates do only apply to the offered period and upon payment according to the agreement. In case of the exceeding of the period or delay in payment, the regular rates according to the current price lists as available in the business offices of SIXT shall apply to the entire period. SIXT explicitly reserves the right to assert any further damage.
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. The respectively applicable rental charges shall be charged up until the date when the vehicle is returned.
5. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental period, even if he is not at fault, the lessor shall be entitled to demand payment for use of the vehicle for the period exceeding the contractual term, at the rental rate previously agreed.
6. The parties shall be entitled to terminate the rental agreement pursuant to the legal provisions. SIXT shall be entitled to terminate without notice if the Lessee defaults on his payments more than seven days after maturity, or his financial situation deteriorates significantly or for other good causes:

In particular, shall be considered as such causes:

- uncashed bank collections / - cheques/ credit card debits
- execution measures against the Lessee
- insufficient care of the vehicle
- improper and wrongful use
- disregard of legal provisions on the use of motor vehicles
- unreasonableness of the continuation of the rental agreement; e. g. because of to high damage rate.

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

K: Car Express / Master Agreement

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

L: Direct debit authorization

The Lessee authorizes SIXT to debit all costs of the rental vehicle and all other claims related to the rental agreement (including damage claims and retentions) from the credit card presented prior to the conclusion of the rental agreement, identified in the rental agreement respectively presented by the Lessee subsequently or identified additionally.

M: Personal Data Protection Clause

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

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

The Lessee agrees to the transmission of these personal data to other companies of the SIXT group (See www.sixt.at) for the purpose of the execution of the business of this agreement as well as for future advertising purposes.

2. The Lessee may revoke this consent to the transmission of his data at any time in writing vis-à-vis SIXT.

N: General Provisions

1. This agreement is subject to Austrian law excluding the conflict law provisions. The obligation of the Lessee to observe the local law during his trips abroad shall remain unaffected thereof.

2. The offsetting against claims of SIXT shall only be admissible with regard to undisputed and non-appealable claims of the Lessee which are in direct legal connexion with the rental relation.
3. All rights and obligations arising from this agreement shall also apply in favour of and against the authorized driver.
4. More than one Lessee shall be jointly and severally liable for claims arising from this agreement (i.e. everyone shall be liable for the full amount of the claim). The same applies to the Lessee on the one hand and for all persons, to whom the Lessee has left the vehicle for use, on the other hand.
5. Expressions related to individuals used in this agreement shall apply to men and women similarly.
6. If one of the provisions of the rental agreement or of this agreement is or becomes invalid, this shall not affect the validity of the other provisions.

O: Jurisdiction, written form

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