

General rental terms and conditions of Sixt GmbH, Austria

(hereafter short: SIXT)

A: Condition of the vehicle/ repairs/ operating utilities

1. The lessee is required to handle the vehicle with care. He must observe all regulations applicable to the use of such a vehicle (in particular the Motorist Act (*Kraftfahrzeuggesetz*) and the Traffic Regulations Act (*Straßenverkehrsordnung*)) and during the rental period he must regularly check whether the vehicle still remains in reliable and roadworthy condition. Before driving, the lessee has to inform himself of the proper handling of the vehicle with the aid of the instruction manual placed in the vehicle as well as adhere to the pertinent regulations and recommendations (in particular, regularly check the sufficient level of engine oil, cooling liquid and other operating utilities).
2. Defects already existing at the time of acceptance of the vehicle are to be reported by the lessee to the lessor, thus ahead of driving, as far as these are not already listed on the control chart located in the glove box in the vehicle. If the lessee does not report these defects immediately, they are considered as having been caused by him, as long as he does not prove the opposite (this reversal of the burden of proof is not applicable in case the lessee is considered as consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*)).
3. If, during the rental period, a repair of the milometer or a repair for the maintenance of the operation or the road safety of the vehicle or a mandatory inspection is needed, the lessee is allowed to mandate an authorized repair shop for the particular car brand up to an estimated amount of repair costs of 100 EURO. Furthermore, in the event of damage, the lessee must, without exception, achieve agreement with SIXT before any assignment of repairs.
4. The vehicle will be handed over to the lessee with a full fuel tank. In return, the lessee must equally return the vehicle with a full fuel tank at the end of the rental contract. If the vehicle is not returned fully refuelled, SIXT will charge the lessee with the costs for the refueling of the vehicle plus a service fee according to the current price list. The vehicle must only be filled up with the kind of fuel mentioned in the vehicle's instruction manual. The lessee is liable to the lessor for all damages resulting from improper refueling (this is not applicable if the improper refueling is not attributable to the lessee's fault- in this case, however- inasmuch as it is not unreasonable in the particular case- the lessee must document the circumstances which led to the improper refueling and immediately forward this documentation to SIXT).
5. In case of breakdown of or damage to the milometer or its sealing, SIXT is entitled- provided the actually travelled route cannot be determined in another way- to charge the rental fee based on the average daily mileage since the initial registration day, but at least 100km/day.
6. As far as commercial vehicles with an allowed gross vehicle weight of 7,49 tons or more are equipped with an ADBLue®-tank, the above mentioned Section 4 applies correspondingly.
7. In cases of commercial vehicles with an ADBLue®-tank, the lessee must make sure that the ADBLue®-tank is sufficiently fueled at all times. The lessee and his vicarious agents are unlimitedly liable for violations committed against the above mentioned obligation during the rental period; the lessee indemnifies SIXT for and against all claims which are asserted by authorities or any other third parties against SIXT because of the non-refueling of the ADBLue®-tank, in particular for administrative penalties. If the lessee is

considered a consumer under the Consumer Protection Act, he is only liable in the case of reproachable culpability.

B: Reservations

1. Reservations are only binding for price classes, but not for specific types of vehicles. SIXT is entitled to provide a vehicle of a higher price class instead of a vehicle of the reserved price class (for the originally agreed rental fee). 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 must be done 24 hours ahead of 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, prices or the available types of vehicles.
3. The following applies to bookings made at prepaid rates: A booking can be changed before the rental begins 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 amount to 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, Trelleborger Str. 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 fully withheld.
4. SIXT will strive to provide any special accessories ordered by the lessee at the time of the reservation (e.g. child's safety seat etc.), cannot provide any guarantee in this respect, however. If these special accessories should not be provided in a particular case, this does not entitle the lessee to make consequent claims.
5. Reservations, according to which the vehicle should be picked up or delivered outside of the usual opening hours of the respective SIXT stations, can only be made after a previous inquiry. An additional service fee according to the current price list will be incurred in this case. Reservations, according to which the vehicle should be picked up outside of the usual opening hours, will be upheld 30 minutes exceeding the agreed time at the most. If the vehicle reserved for a time outside of the usual opening hours is not picked up, a fee of €60,- will be incurred.

C: Documents to be produced when collecting the vehicle, authorized 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 (credit card, cash, or the like) as well as a personal identification card or passport. If the lessee does not provide a valid credit card, a valid national official certificate of registration must be provided. 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 25

according to the current price list) 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, as well as at the SIXT rental office or can be asked for by telephone.

2. The vehicle may only be driven by the lessee himself/herself or – for an adequate additional charge mentioned in the current price list – persons named in advance by the lessee. This limitation does not apply if the lessee is a legal entity or unable to drive the vehicle himself due to not reproachable reasons (e.g. medical emergencies) If the lessee does not drive the vehicle himself, he must transfer all responsibilities resulting from the rental agreement and these conditions to the other driver(s).
3. The lessee is liable for actions of persons, whom he – with or without consent of SIXT- left the vehicle to (or those persons whom these persons left the vehicle to), like for own acting. Therefore, there is no liability in these cases, particularly where SIXT must cover damages. **A possible limitation of liability agreed in consistency with the below mentioned provisions does not become operative in the event that the lessee (or a person attributable to him) leaves the vehicle to a third person without reporting this to SIXT in advance (within the meaning of above mentioned provision) and that during this time – (without any fault of SIXT) – a damage occurs to the vehicle.**
4. The lessee may only operate the vehicle if he possesses a valid driver's license at the time and place of operation. In case the lessee leaves the vehicle to a third person within the meaning of the above provision, he must check autonomously whether this person possesses a valid driver's license beforehand. Insofar as SIXT stipulates for a specific vehicle that the lessee must have already possessed the driver's license for a certain period of time, he must also consider this provision in the case of passing on the vehicle (and if necessary, confer with SIXT before the passing on).
5. The vehicle may only be used 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 achieving 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 make sure, that all persons travelling with him use the available seatbelts according to regulations the whole time.
7. The lessee is prohibited to enter such countries with the vehicle, which, according to the information provided in the rental agreement copy, are not admitted for the car brand or the rented type of vehicle by SIXT. 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 culpable (also merely negligent) violation of the above mentioned provisions (number 1, 2, 4-7) makes the lessee fully liable to SIXT for each damage incurred thereby (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 as the one it was picked up at, the lessee is obliged to reimburse the costs of the return, as far as there is no other written agreement (the limitation to the written form does not apply for consumers).
2. The rates valid according to the price list at the time of the renting are principally considered as rental price, as far as no special rental price was agreed upon.. The conditions for these rates are available in the salesrooms of SIXT. 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 cases of full payment at the due date. In case of culpable late payment, any discounts allowed will be charged towards the current tariff list subsequently.
3. In case of delay in payment attributable to the lessee's fault– as to the rental price or any other claim for compensation of damages resulting from the rental contract– default interest of 12% p.a. becomes due. Additional monition fees amounting to €15,- plus VAT are charged per monition.

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 must be paid in full for the whole agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund (unless this reduction of the period of use is attributable to SIXT). 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 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 furthermore be required to pay a security deposit (deposit) at the beginning of the rental period for the performance of all of his obligations due to the rental agreement at the rate of the triple rent (plus any other agreed charges 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 to the triple of the rent agreed for the period of 28 days (plus any other agreed charges) plus VAT at most. SIXT is entitled to cover outstanding claims resulting from the rental agreement with this deposit after their due date.
3. As far as there is no deviating agreement, the rent, any other agreed charges 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 additional costs arising thereby (in particular charges in case a transaction had to be reversed, default interest, etc.) in the case of his culpability. 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 when 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 claims are asserted against SIXT because of damages caused by the lessee or persons, whom he left the vehicle to without

full insurance covering (and without SIXT being at fault), 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 to EUR 20,500 in case of disability, EUR 12,800 in case of death, EUR 500 for the cost of medical treatment. If there are two or more occupants the amounts insured increase onetime to 50%. The damaged persons are entitled to these amounts 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 to the lessor.
2. The lessee needs to contribute as far as possible to the fact finding and to omit everything that would impede or prevent this. Without consulting SIXT the lessee may not acknowledge a fault towards third parties.
3. The lessee shall be required to inform SIXT in writing about all details promptly, at the latest two days following the event of accident. 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 intent 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 cases 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 for the damage is not required, as far as he is not considered a consumer under the Consumer Protection Act. The lessee shall not be liable for these damages in case they were caused by SIXT or by persons whom SIXT is responsible for in accordance with the provisions of law or arising from manufacturing defects respectively from fair wear and tear.
2. The lessee in particular needs to return the vehicle in the condition it was taken over (except for the common wear incurred due to the rental period and the mileage).
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 to the vehicle by third parties, exceeding 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 with the lessee's knowledge and consent by a person (was left to a person) who was not named in advance to SIXT in violation of provision C.2;
 - 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 violation of Section C.5-7 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 to fled from the scene of the accident, as far as the interest of SIXT in fact finding are generally affected thereby, unless the breach of obligation was not deliberated intent or grossly negligent
 - the damage does not arise during the agreed rental period (this in particular applies in cases of delayed return of the vehicle)
 - the damage arose during an unauthorized trip abroad (See C.6).
4. **The limitation of liability within the meaning of the above mentioned conditions furthermore does not apply** to 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 maximum vehicle height and width (in case of driveways, 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 to damages and soiling of the vehicle interior (such as. burn holes in the seats and the like) as far as these are not immediate consequences of accidents, for damaged tyres as well as for the cost for the replacement purchase of lost automobile keys or car documents.

Therefore, the lessee's liability in terms of the foregoing provision I.1 remains valid as to the whole damage in all of these cases- despite the agreed limitation of liability.

5. This kind of agreed limitation of liability does not make SIXT liable for items put in the vehicle by the lessee and being damaged or stolen there.
6. If the vehicle is parked by the lessee, inadequately secured and left 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 grossly negligently 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 limitation of liability mentioned above in Section 3 of these terms and conditions, the lessee may agree upon a partial limitation of liability up to certain retention by paying of a corresponding lower additional charge. In the event of such an agreement the lessee is not liable, 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 to damages arising, despite being caused by the above mentioned forces of nature, from the performance of the driver.

The provision of I.3 applies correspondingly to a partial limitation of liability stipulated

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

9. 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 liability 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 minus 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 € 60.- per case of damage (total loss € 120.-);
 - 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 above amounts already include the respective VAT according to legal provisions.
 - If the lessee disputes the validity of the expert reports obtained by SIXT, he is entitled to obtain pertinent reports by qualified experts himself within 4 weeks. For this purpose, SIXT will make the photos of the damaged vehicle taken by the expert available to him, if he requires it. If these reports give a lower amount of damages, this, at any rate, is payable immediately. In regard to a possible remaining difference between the two expert reports, the parties will try to find a mutually agreed solution. If this is not achieved within 4 further weeks, SIXT is entitled to bring about a judicial clarification.

10. 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.
11. If several damages, to the vehicle, for which the lessee is responsible according to the foregoing provisions incurred which do not result from consistent accident events between the acceptance and return of the vehicle by the lessee, he, in case of the stipulated limitation of liability, shall be obliged to pay the stipulated retention per case of damage (however, the preceding provision on lower amounts of damages applies mutatis mutandis).
12. 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 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 in the case that his account or culpability assessment were proven to be incorrect in court, on the other hand. In this case, SIXT shall be entitled to make the initiation of proceedings dependent on the payment of a sufficient security for costs as well as on the submission of a declaration of waiving the objection of limitation until three months after conclusion of such a trial.
13. 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. The above provision 10 applies correspondingly.
14. The lessee shall be liable in any case for violations (which SIXT is not responsible for) of legal provisions during the rental period, 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.
15. 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. The same applies to using tollways in-country and abroad, inasmuch as the vehicle has not been furnished with an appropriate tollway permit sticker yet, and also for rented cars.
16. The lessee must observe all pertinent regulations as well as third parties' rights while driving and parking the vehicle. In particular, the vehicle must not be parked on third parties' private grounds without an adequate permission by persons authorized to that end. If violations of this provision are maintained by third parties, SIXT will identify the lessee's name and address to the third party on such a request so he can assert possible claims in this respect directly towards the lessee. Should SIXT still be engaged by a third party because of the lessee's actions or neglect (especially by civil nuisance or injunction suits), SIXT will give third-party notice to the lessee in these trials in order to give him the possibility to ward off the third party's claims. If the trials make apparent that culpable conduct of the lessee or persons he was responsible for existed, he has to indemnify and hold harmless SIXT regarding all consequent damages and disadvantages (including the costs of the proceedings).

J: Return of Motor Vehicle

1. The rental agreement shall expire at the date (day and time) stipulated and may be extended within the scope of this agreement upon prior consent of SIXT, if the lessee notifies SIXT three days 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 (also see www.sixt.at). 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. In this case, the vehicle is considered returned at the time of the next opening of this SIXT-station.
3. Special rates 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 attributable to the lessee, 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. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental period (with due regard to day and time), the lessor shall be entitled to charge payment for use of the vehicle for the period exceeding the contractual term, at the rental rate according to the current rate list. If the lessee had originally booked a special rate (e.g. weekend rate), this additional usage charge according to the current rate last per day or kilometre can be considerably higher than at the original booking. In cases of a delayed vehicle return, a daily rate of pay is charged per begun 24 hours (calculated from the agreed return date).
5. In case of a delayed vehicle return attributable to the lessee, a possible limitation of liability agreed in terms of provision I. of these conditions is not in force anymore as of the originally agreed return date (because the fee paid by the lessee for the limitation of liability only covers the period of time till the agreed return). This is not applicable if the delayed return is attributable to reasons SIXT has to cover.
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, the following 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 too high a 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 signature.
4. The lessee shall explicitly affirm 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. If the lessee is considered a consumer under the Consumer Protection Act, this merely applies to the agreed rental fee and the security deposit in terms of provision E.2 of these conditions.

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, data on receipt and return

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.
3. Name, address, and rental data will be communicated to the respective authorities in the case of reasonable official inquiries, in the case of a claimed violation of third parties' rights (e.g. trespassing) to this third party.

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 a 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.