



General Terms and Conditions of Rental (GTC)

Sixt G.m.b.H.
Ortsstrasse 18a
A-2331 Vösendorf
(hereinafter referred to as ‚Sixt‘)

Status as of 4th of November 2020

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 (Kraftfahrgesetz) 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 must acquaint himself with 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 ahead of driving, as far as these are not already listed on the rental agreement. 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 EUR 100. Beyond that, in the event of damage, the lessee must obtain, without exception, agreement with SIXT before any order 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 refill the vehicle by its own employees and charge the lessee with costs amounting to EUR 3.80/litre of missing fuel. The vehicle must be filled up only with the fuel type identified in the vehicle's instruction manual. The lessee is liable to the lessor for all damages resulting from improper refuelling (this is not applicable if the improper refuelling 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 refuelling and immediately forward this documentation to SIXT).
5. In case of breakdown 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 ensure that the ADBLue®-tank is sufficiently fuelled 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-refuelling of the ADBLue®-tank, in particular for administrative penalties. If the lessee is considered a consumer under the Consumer Protection Act (Konsumentenschutzgesetz), he is only liable in the case of reproachable culpability.

B: Reservations, Prepaid Bookings

1. Once SIXT confirms the booking as made by the lessee (e.g. via telephone or internet), this confirmation is binding for SIXT in accordance with the following provisions. Thereby, no obligations arise for the lessee. The rental agreement is concluded at the time of the actual collection of the vehicle. In case the lessee does not take over the vehicle within one hour after the agreed time at the latest, SIXT is also no longer bound by the reservation agreement.
2. Reservations are only binding for vehicle classes, but not for specific types or brands of vehicles. SIXT is entitled to provide a vehicle of a higher vehicle class instead of a vehicle of the reserved vehicle class (for the originally agreed rental fee), insofar as this is justified and reasonable for the lessee (not reasonable is e.g. the provision of a truck/transporter instead of a passenger car). If no vehicle of the reserved vehicle class is available, the lessee may refuse the collection of the vehicle without giving reasons and without further charging of costs.
3. In case of external reservations (these are only considered as arranging services by SIXT (Austria)), the rental agreement is concluded with the local SIXT company, which also assumes possible contractual liability. SIXT (Austria) is not liable unless SIXT (Austria) is at fault.

4. In case of bookings made at prepaid rates (immediate payment at booking), the rental agreement is already concluded at the time of this booking. Vehicles booked at prepaid rates will be provided for collection during the entire booking period. Therefore, the rental charges are not to be reimbursed in case the vehicle is not collected, unless the lessee justifiably rejects the takeover of the vehicle provided on site by SIXT (e.g. because an unreasonable vehicle different from the booked vehicle class is provided or because special accessories booked by the lessee (as e.g. child safety seats) are not available) or SIXT is unable to provide a vehicle in accordance with the booking to the lessee at the agreed time.

Subject to availability, the Renter may change, no later than 48 hours prior to the rent commencement, a prepaid booking via hotline (+43 (0) 1 505 26 40 00) or at www.sixt.at by paying a EUR 30.00 rebooking fee. In the case of rebooking, no refund of any already prepaid rental fees or any balance can be made (except where such rebooking is necessary due to SIXT's fault).

The Renter may cancel his prepaid booking up until the moment of rent commencement. In case of cancellation by the Renter, any rental fees already paid shall be refunded after deduction of a cancellation fee. Such cancellation fee shall be equal to 100 percent of the rental fees (incl. any booked extras and charges) for bookings of up to 3 rental days. For bookings exceeding 3 rental days, the amount of the cancellation fee is derived from the amount of the relevant rental fees (incl. any booked extras and charges) and equal to the proportionate rental fees for a 3-days' rent. Where the Renter is a consumer in the sense of the consumer protection law, the cancellation fee can be moderated by court in accordance with § 7 of the consumer protection law. No cancellation fee is payable where cancellation is made due to SIXT's fault.

Pursuant to § 18(1), line 11, of the law on distance selling (FAGG), the consumer entering a rental agreement does not have the general right of withdrawal otherwise granted under the said law.

5. SIXT will strive to provide any special accessories desired by the lessee at the time of the reservation (e.g. child's safety seat etc.), but cannot always provide a guarantee in this respect. This is already expressly mentioned at the time of reservation. If these special accessories should not be provided in a particular case, this does not entitle the lessee to make consequent claims. In this case, the lessee may refuse the collection of the vehicle without further charging of costs.
6. 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. Reservations, according to which the vehicle should be picked up outside of the usual opening hours, will be held 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 EUR 60 will be incurred. If the lessee is considered a consumer under the consumer Protection Act (Konsumentenschutzgesetz), this fee only applies if the lessee is at fault concerning the vehicle's non-collection.

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 (see E2), as well as an identification card or a 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 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. In case of driving in neighbouring countries a fee of EUR 8.50/day, max EUR 45.00/month, will be incurred.

2. The vehicle may only be driven by the lessee himself/herself or -for an adequate additional charge mentioned in the current price list- other suitable 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 jointly and severally 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, to the extent said action relates to the transfer or use of the vehicle (see Point N3). 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. A foreign driver's license is only valid in Austria if issued by a party to the Paris Convention relative to Motor Traffic, Federal Law Gazette No. 304/1930, Geneva Convention on Road Traffic, Federal Law Gazette No. 222/1955, or Vienna Convention on Road Traffic, Federal Law Gazette No. 289/1982. A driver's license issued in a script other than Latin (Arabic, Japanese, Cyrillic etc.) must be complemented with an international driver's license. In case the lessee leaves the vehicle to a third person within the meaning of the above provision, he must independently check 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 a driver's license for a certain period of time, he must also consider this provision in case of passing on the vehicle (and if necessary, confer with SIXT before the passing on).
5. The vehicle may only be used in public road traffic (including paved private roads and paved private parking areas), 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 commission of criminal acts, also in the event these criminal acts are subject to penalties only in 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 (asphaltic, concreted, cobbled or paved by any similar material) roads.

The ban on driving off-road does not apply to vehicles which SIXT especially labelled as "off-road vehicle" at the booking or rented as such. In this case, the vehicle shall be expressly used in the way and on the terrain as described in the instruction manual of the vehicle (to be found in the glove compartment).

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 from entering 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 must himself take responsibility for identifying 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 refuelling, 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 subsequently charged at the current tariff list.
3. In case of delay in payment attributable to the lessee's fault -as to the rental price, claims for compensation of damage, or any other claim resulting from the rental contract- default interest of 12% p.a. (If the lessee is considered a consumer under the



Consumer Protection Act (*Konsumentenschutzgesetz*) 4% p.a.) becomes due. Additional monition fees amounting to EUR 18 including VAT are charged per monition, unless this fee would be disproportionate to the claim.

- The rental agreement will stipulate a specific station to which the vehicle must be returned at the end of the rental period. The rental will be considered one-way if the agreement stipulate a return to a station different from the one where the vehicle was collected. If the vehicle is delivered to a station other than the one stipulated in the one-way rental agreement, the renter will be charged a flexible location charge of EUR 19.99 (incl. VAT). If the vehicle is delivered to a station other than the one stipulated in the return trip rental agreement (i.e. where the collection and return stations are identical), the renter will be charged a flexible location charge of EUR 19.99 (incl. VAT).

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

- 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.
- To rent a vehicle, a valid means of payment must be presented. All credit and debit cards issued by all internationally recognized credit card companies (Visa, MasterCard, American Express, Diners Club, Discover, JCB, CUP), as well as AirPlus and Amex BTA/IBTA, Maestro and V Pay cards, shall be considered valid means of payment; pre-paid cards will not be accepted. Cash payments will not be accepted.

Passenger Car		
Vehicle Group	Deposit Amount	Currency
M***, E***, C***, I***, S***	300,00	EUR
F***, P***, L***	500,00	EUR
X***, Luxury	3.000,00	EUR

Transporter / Truck		
Vehicle Group	Deposit Amount	Currency
A, B, C, D, G, P, S, T, V, W	200,00	EUR

- In addition to the rent, the lessee shall pay, at the beginning of the rental period, a deposit securing due performance of the lessee's obligations. The amount of such security deposit depends on the category of the rented vehicle and shall be determined in accordance with the below table (e.g. vehicle category CDMR = C***; the security deposit thus amounts to EUR 300). Information on the category of the vehicle can be found online at www.sixt.de/fahrzeugmodelle/ or requested by telephone or in person at any Sixt rental office at any time. The category of the vehicle is also specified in the booking confirmation and the rental agreement.

Where the lessee uses a credit card as a means of payment, the amount of the security deposit is pre-approved on the same card upon the conclusion of the rental agreement and debited only if payment from such deposit is claimed in accordance with the following provisions. Where the lessee uses a debit card, Maestro card or V Pay card as a means of payment, the amount of the security deposit is debited from the lessee's account via such card upon the conclusion of the rental agreement.

SIXT is entitled to cover outstanding claims that are justified and due resulting from the rental agreement with this deposit after their due date.

Provided that the lessee has duly returned the rental vehicle and fulfilled all his payment obligations ensuing from the rental agreement, SIXT shall arrange, within 3 bank business days, that the amount of the security deposit debited to the lessee's account be refunded or, where a credit card has been used as a means of payment, that reservation of the pre-approved security deposit amount be cancelled. SIXT shall not be liable for the duration of the relevant processing by the bank of the lessee or the relevant credit card institution.

4. As far as there is no deviating agreement, the rent, any other agreed charges and the security deposit (deposit) shall be charged to the means of payment (see E2) of the lessee. The lessee needs to ensure that this kind of charging is always possible (based on 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 to the means of payment provided by the lessee is not possible, SIXT is entitled to terminate the rental relationship with immediate effect.
5. (Section E.5 only applies, if the lessee is not considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*)).

The lessee agrees that the lessor's invoices will generally be sent electronically to the invoice recipient given.

The lessee agrees 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 to the consignment of electronic invoices at any time. In this case, the lessor will perform paper based invoicing to the lessee. In this case, the lessee is obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage.

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 has entered the lessee's domain. If the lessor just sends a note 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 is fetched by the lessee. The lessee is accountable for retrieving 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 identify it as copy. If the malfunction in the possibility of transfer cannot be resolved promptly, the lessor may send paper invoices until the malfunction has been resolved. The lessee bears the costs for the consignment of paper invoices.

If the lessor provides the lessee with login data, user name or password, these must be secured from unauthorised access and kept strictly confidential. If the lessee learns of this information being obtained by unauthorized persons, he has to inform the lessor immediately.

F: Insurance

1. The rented vehicle is covered by Third Party 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 protection covering (and without SIXT being at fault), the lessee needs to fully indemnify and hold SIXT harmless as to such matter. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this fee only applies if the lessee is at fault concerning the damage.
2. The protection excludes the use of the vehicles for the carriage of dangerous substances for which permission is needed.
3. In case of personal accident protection, limit of liability for the driver amounts to EUR 50.000 in case of disability, EUR 25.000 in case of death, EUR 1.000 for the cost of medical treatment.

G: Accidents, theft, duty to give notice

1. The lessee shall be required to notify the police immediately following any event of accident, theft, fire or damage caused by wild animals. Also in case of mere material damage, the next police station is to be requested to collect the accident data according to § 4 Abs. 5a Traffic Regulations Act (*Straßenverkehrsordnung*). If the police denies the collection of accident data, the lessee needs to prove this fact in an appropriate way (e.g. written confirmation by the police, or by reporting (including day and time) which police station was contacted but denied the collection of the accident data) to the lessor. If no third party is damaged by the accident and -if mere material damage occurred- in case that the lessee has exchanged personal data with the damaged third party according to § 4 Abs. 5a Traffic Regulations Act (*Straßenverkehrsordnung*) the lessee is -by way of exception- not obliged to inform the nearest police station, if the accident has caused only minor defects in paint work of the SIXT-car (scratches etc.). Nevertheless the lessee is in such a case obliged to complete an accident report (see the following

provisions) and report the damage to SIXT. If unknown third parties have damaged the SIXT car (hit-an-run-accident) the lessee shall in any case inform the nearest police station and request to collect the accident data.

2. The lessee needs to contribute as far as possible to the fact-finding and to avoid anything that would impede or prevent this. Without consulting SIXT the lessee may not acknowledge a fault towards third parties.
3. In case of damage, the lessee shall be required to inform SIXT in writing about all details promptly, at the latest within two days following the event of accident. For this purpose the accident report included in the car documents must be filled out, carefully and completely (by reporting all potential witnesses known by the lessee).
4. An intentional or grossly 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 performance 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 was otherwise driven by the intention to influence the obligation to provide indemnification or 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 costs of bringing an action that are adequate, necessary and -insofar as an extrajudicial enforcement is concerned- in reasonable proportion to the demanded amount) resulting from culpably provided incorrect information about the circumstances of the accident. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), he is only liable for provided incorrect information, if it is caused by gross negligence or intention.

H: Liability of SIXT

1. SIXT shall always be liable in case of intentional misconduct or gross negligence as well as for personal damage. The claim for damage because of breach of fundamental contractual obligations is limited to the losses foreseeable and typical for this type of contract. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this exclusion of liability only applies in case of slight negligent infliction of damage by SIXT or individuals, whose conduct is attributable to SIXT. There is an exemption of liability of SIXT for loss of profit. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this exclusion of liability only applies in case of slight negligent infliction of damage by SIXT or individuals, whose conduct is attributable to SIXT.
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 intentional misconduct 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 equipment respectively for the loss (theft and the like) of the vehicle or its equipment as far as these damages or the loss respectively 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 (*Konsumentenschutzgesetz*). 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 deliberate intent or gross negligence by him or persons, to whom he left the vehicle;
 - 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.7).
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 refuelling (if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this applies only if the lessee is at fault), shifting of freight, braking actions culpably caused by the lessee, mishandling of snow chains or luggage racks, 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 lessee parks the vehicle inadequately secured and left without appropriate surveillance (unlocked or leaving the automobile keys in the vehicle) or if the lessee leaves valuable articles in a way visible from the outside, these thefts or burglaries are to be considered as being caused by grossly negligence in terms of Section 3. Subsequently, any agreed limitation of liability is not valid in this case.
7. Besides 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 a certain retention by payment 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 lightning strikes, rock falls, stone chips, landslides, avalanches, snow loads, hail, flooding, storms (weather related movement of the air of more than 60km/h), fires, explosions, thefts, burglaries, robberies or moving vehicle contact 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, due to the performance of the driver.
- The provision of I.3 applies correspondingly to a stipulated partial limitation of liability. The provisions of Sections 4 to 6 shall apply mutatis mutandis to this partial limitation of liability.
8. A protection package for 'interior protection' above and beyond the protection of the contractual liability limitation can be booked by payment of an additional fee. If the protection package for 'interior protection' is booked then there is no liability for:
- Damage and dirt on the inside of the load compartment / boot / box body during vehicle operation as well as during loading and unloading or for
 - Damage and dirt on the inside of the vehicle or on the inside of the driver's and/or passenger compartment.
9. If no (partial) limitation of liability within the meaning of the preceding provisions is applicable, the lessee shall indemnify SIXT in total for the damage he is liable for. SIXT will provide evidence about the amount of the damage by presenting the expertise of a therefore qualified (legally sworn) official expert.
- For processing, general expenses and frustrated expenses SIXT may ask the lessee, who is liable for the damage, to pay an additional lump sum in the amount of EURO 84 incl. VAT per case of damage (in case of total loss EUR 120);

If the lessee disputes the validity of the loss adjustment done by SIXT, he is entitled to obtain an opinion by a qualified legally sworn expert 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 this report gives a lower amount of damages, this, at any rate, is payable immediately. Concerning a possible remaining difference between the loss adjustment of SIXT and this expert report collected by the lessee, 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. If such a judicial decision or settlement concludes that the amount of damage ascertained by the lessee's expert is correct (and therefore the amount of damage ascertained by the expert appointed by SIXT is false), SIXT will reimburse the lessee's appropriate and expedient costs of his expert.

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 between the acceptance and return of the vehicle by the lessee multiple damages occurred to the vehicle, for which the lessee is responsible according to the foregoing provisions which do not result from consistent accident events, 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 based on 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 counterparty 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 expedient costs of such legal 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 (in the individual case SIXT has to specify the amount and justify it in view of the value in dispute and the predicted duration of the proceedings) 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. However, the above provision 10 applies correspondingly (therefore, the whole retention is only to be paid by the lessee, if his quote of the actual damage according to the proportion of his contributory negligence according to section 1.8 is higher than the agreed retention).
14. The lessee shall be liable in any case for violations of legal provisions in particular traffic regulations and other regulations (which SIXT is not responsible for), caused by culpable conduct of the lessee or persons he was responsible for according to the above provisions during the rental period. If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), this only applies, if the lessee or person he was responsible for are at fault for the violation. 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), emerging from such violations the lessee is responsible for, 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 EUR 25 incl. VAT; SIXT shall be at liberty to assert any further provable damage, this does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).
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 toll ways in-country and abroad, inasmuch as the vehicle has not been furnished with an appropriate toll way 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 expires at the agreed point (date and time) and may be extended within the scope of this agreement with the prior consent of SIXT if the lessee notifies SIXT of the extension three days before the end of the agreed rental period. In the event of a change of vehicle and a rental period of more than 28 days the initial rental agreement applies.
2. The lessee is obliged to return the vehicle to the lessor on the last day of the rental period at the agreed location during the normal business hours displayed on the business premises of the lessor (see also www.sixt.at) unless explicitly agreed otherwise in the rental agreement. Upon return the vehicle must be emptied of items belonging to the lessee or to people for whom the same is responsible and it must be cleaned.
3. Should the lessee fail to return the vehicle or the keys of the vehicle – even without the lessee being at fault – to the rental company at the end of the agreed rental period, then the rental company shall be entitled to demand compensation for the duration of the withholding at least equal to the amount of the previously-agreed rent. The lessee shall also be required to pay a fixed compensation fee of EUR 12 (including VAT) for the associated processing costs, unless the lessee is able to prove that the rental company has incurred less work and/or damage. The assertion of further damage claims is not excluded.
4. Special rental rates apply only within the period offered and in case of payment in accordance with the rental agreement. If said period is exceeded or curtailed at the fault of the lessee or in case of default of payment at the fault of the lessee the normal rate, according to the current rate list, that is displayed in the SIXT offices and on www.sixt.at, and can be requested by telephone, instead of the special rate, shall apply from the date of the agreed return. SIXT explicitly reserves the right to assert any further damage. This does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).
5. 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 normal rental rate according to the current rate list, that is displayed in the SIXT offices and on www.sixt.at, and can be requested by telephone. If the lessee 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).
6. 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.
7. SIXT shall be entitled to terminate the rental agreement without notice if:
 - the lessee defaults on his payments arising from the contractual relationship with SIXT more than seven days after maturity;
 - payments arising from the contractual relationship with SIXT charged to the means of payment provided by the lessee are left uncashed or are charged back;
 - the lessee uses the rented vehicle against the provisions of the rental agreement.

If the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*), SIXT's right to terminate the rental agreement early only applies if the lessee is at fault concerning the circumstances mentioned above and if these circumstances are so grave, that there is serious danger of not only a minor damage for SIXT, if the rental contract persists.

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.

8. In case of long-term rentals (rentals with an agreed rental duration of more than 27 days) the lessee undertakes to return the vehicle when the kilometre reading stated in the rental agreement is achieved, by no later however than on the last day of rental as stated in the rental agreement. For the event that the lessee exceeds the kilometre allowance as stated in the rental agreement by more than 100 km and/or returns the vehicle after the date stated in the rental agreement he is obliged to pay a conventional penalty in the amount of EUR 500; this shall not apply if the lessee proves that the lessee has not suffered any or minor damages. With the achievement of the kilometre reading as stated in the rental agreement the lessee shall receive an equivalent substitute vehicle for the remaining rental duration when the vehicle is returned. Concerning the contractual penalty, the right of reduction by the court according to § 1336 Abs. 2 ABGB (Austrian Civil Code) is expressly pointed out.

K: Sixt Express Service/Master Agreement

1. Upon the conclusion of the Master Agreement these rental terms and conditions of Sixt GmbH shall also apply to all rental agreements within the scope of the SIXT Express Service in addition to the special provisions.
2. By using the Sixt Express 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 Sixt Express 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 upon conclusion of the rental agreements. He shall 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 by the lessee

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 means of payment (E2) 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 (*Konsumentenschutzgesetz*), this merely applies to the agreed rental fee and the security deposit in terms of provision E.3 of these conditions.

M: Personal data protection clause

1. In the process of the preparation and handling of agreements, SIXT processes personal data concerning the lessee and additional drivers in the sense of paragraph C.2. More detailed information on such data processing and your rights in connection therewith can be found at <https://www.sixt.at/informationen/datenschutzhinweise/> or at any Sixt rental office. Please address any enquiries regarding this subject to datenschutz@sixt.com
2. In the event of justified enquiries by public authorities or alleged violation of third-party rights (e.g. trespassing), the name, address of and rental data concerning the lessee may be transmitted by SIXT to the relevant authority or such third party.
3. As a result of the use of a navigation device, the relevant navigation data entered during the rental period may be stored in the vehicle's system. As a result of the coupling of a mobile telephone or another device with the vehicle, data originating from such devices may be stored in the vehicle's system. It is the lessee/driver's responsibility that any and all such data are deleted prior to the return of the vehicle. Such erasure can be effected through resetting the navigation and communication systems of the vehicle back to their factory settings. Instructions for such erasure can be found in the manual located in the vehicle's glove compartment. Where the lessee fails to carry out such erasure, it is possible that the relevant data will be seen by subsequent lessees of the vehicle. SIXT does not have an obligation to delete or secure such data. In the event of misuse of such data by third parties, the lessee shall indemnify and hold SIXT harmless in connection with such misuse.

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. Multiple 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). Likewise, lessees are liable to SIXT for the actions of those persons to whom they allow to use the vehicle with or without the consent of SIXT (and of those persons to whom the latter allow to use the vehicle) and for any and all damages caused by all such persons both jointly and severally, to the extent said action relates to the transfer or use of the vehicle (see also Point C3).
4. Expressions related to individuals used in this agreement shall apply to men and women similarly.

5. 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. This does not apply, if the lessee is considered a consumer under the Consumer Protection Act (*Konsumentenschutzgesetz*).

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.