

General Terms and Conditions of Rental for SIXT share (Terms and Conditions)

of
Sixt GmbH & Co. Autovermietung KG
Zugspitzstrasse 1
DE 82049 Pullach
(hereinafter referred to as "Sixt")

With SIXT share customers (hereinafter referred to as "lessee") can rent, open and return their SIXT share vehicle directly via the Sixt App or a partner app (both hereinafter referred to as "App"), independent of the station.

A: Rental

1. Upon unlocking the car with the App, the chargeable rental period begins. The maximum possible uninterrupted lease duration of the same vehicle is 27 days. If the lessee continues using the vehicle after the termination of the maximum lease duration, the leasing relationship is not considered to be extended. Art. 545 of the German Civil Code (BGB) shall not apply.
2. The immobilizer is deactivated when the vehicle is opened. The hirer must ensure that opening the vehicle does not allow a third person to drive the vehicle.
3. At the beginning of the rental period, the lessee must check the condition of the Sixt vehicle for recognizable existing damage and compare it with all previously documented damage. Previous damages are documented in the App under the section "Damages". If prior damage has not been reported, it must be reported immediately to the Sixt support team or via the Sixt App under "damage".
4. In order to pick up and drive a vehicle, only natural persons who (i) have reached a minimum age of 18 years, (ii) are in possession of a fully valid driver's license to drive a passenger car, and (iii) carry their valid driver's license during the rental and comply with all conditions and requirements applicable to the driver's license.
5. If a rental is conducted via a partner app, Sixt is the contractual partner of the lessee. The terms of use and general terms and conditions of the respective partner (hereinafter "Partner Terms and Conditions") shall apply in addition. The terms of use and general terms and conditions of the respective partner (hereinafter "Partner Terms and Conditions") shall apply in addition.

B: Return, return fee, navigation and communication system data

1. The return of a vehicle is possible both within a business area (see sections 2 and 3 below) and outside of a business area (see section 4 below). The business areas can be accessed on the App. The business areas can be accessed on the App.
2. Within a business area, the vehicle can be returned by parking it either on a public parking space or on specially designated private parking space. If the vehicle is not returned in the business area in which it was rented out, a one-way fee is charged in accordance with the price list. At the moment of return attempt, if the vehicle is located in none of the designated business areas, the lessee receives a corresponding notice in the App. In this case, the return can be performed as described in section 4 below.
3. Within a designated business area, the lessee is only allowed to park the car on spaces with day or time-related restrictions for parking permits (e.g. stopping restrictions with additional sign such as "7:00 – 17:00 h" or "Monday 6:00 – 12:00 h"), if the restriction takes effect only 48 hours after parking the vehicle. This also applies to traffic bans, such as temporary parking prohibition due to events or house moving.
4. Returning a vehicle outside of the designated business areas is only possible at Sixt stations and through payment of an additional fee in accordance with the price list. Further regulations in this regard are contained in sections E.5 and E.6.
5. If the rental cannot be terminated via the App, the lessee must call the Sixt Support Team and discuss the further course of action.
6. The lessee must secure the vehicle against theft before parking. Windows, sunroof, soft tops and doors must be closed, the steering wheel lock engaged and the lights switched off. In this regard, the following applies:

If the lessee parks the vehicle on an approved parking space within the business area (B No. 2) and 3) of this agreement), the vehicle key shall remain in the vehicle and the lessee shall place the key in the glove compartment of the rental car, the glove compartment shall then be closed. The vehicle must be locked using the App. The vehicle key must be hidden out of view in the vehicle. If the lessee parks the vehicle outside the business area (B No. 4 of this agreement), the lessee must lock the vehicle with the App and hand over the vehicle key to a Sixt employee at the branch or insert the key into an existing Sixt vehicle key safe.

In either case, the lessee must ensure that the vehicle is properly locked before leaving the vehicle. The lessee is obligated to remove from the vehicle all items brought into the vehicle that are not the property of Sixt. In addition, the vehicle must be returned with all the documents provided, including any equipment that was in the vehicle at the time of rental.

In the event of culpable loss of a vehicle key, the lessee shall compensate Sixt by reimbursing the costs for the replacement of the vehicle key as a lump sum in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> and there under "Lump sum damages"), unless the lessee proves that Sixt has incurred no or significantly less expense and/or damage; Sixt is at liberty to claim further damages.

7. As a result of using a navigation device, the navigation data entered during the rental period can be stored in the vehicle, if necessary. If cell phones or other devices are paired with the vehicle, data from these devices may also be stored in the vehicle. If the lessee/driver wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, he must ensure that it is deleted before the vehicle is returned. Deletion can be performed by resetting the vehicle's navigation and communication systems to the factory settings. Instructions can be found in the operating instructions in the glove compartment. Sixt is not obliged to delete the aforementioned data.
8. When returning the vehicle, the vehicle has to display a minimum remaining fuel or battery range of at least 15km. If the lessee returns a vehicle, which does not indicate aforementioned residual range, he shall bear the additional costs for transporting the vehicle to a refueling and/or recharging point to the amount of the flat rate specified in the price list, unless the lessee proves that these costs were not incurred, or not to that amount.

9. If the lessee culpably does not return the vehicle or its key(s) to Sixt after expiry of the maximum agreed rental term (see section A point 1), Sixt shall be entitled to demand a lump sum compensation for the use in the amount of the rate applicable to the vehicle used plus a rate surcharge in the amount of 25%, unless the lessee proves that Sixt has incurred no or significantly less expense and/or damage; Sixt is at liberty to claim further damages.

C: Electronic invoicing, payment methods, security (deposit), sale and assignment of receivables

1. The lessee agrees that Sixt's invoices will generally be sent out in electronic format. The lessee agrees with the procedure, that he will not receive paper invoices and that Sixt issues an electronic invoice which complies with the statutory provisions, to the e-mail address provided in the customer or booking profile. The lessee may object to the sending of invoices in electronic form at any time. In this case, Sixt will perform paper-based invoicing to the lessee. The lessee is obliged to bear the additional costs for the paper based consignment of the invoice and for the postage in that case.
2. The lessee may choose from different payment methods offered by Sixt (e. g. SEPA direct debit, Credit Card, Paypal). In the case of SEPA direct debit, the lessee must issue a corresponding direct debit mandate. For payment by SEPA direct debit, the respective General Terms and Conditions of the payment service provider that are integrated separately in the booking process shall apply in addition.
3. The lessee is obliged to provide a deposit at the beginning of the rental period, as security for the fulfilment of his obligations. The deposit amount depends on the expected rental cost. If no prospective rental cost is determined at the beginning of the rent a deposit is to be paid according to the overview on the tariff page (<https://www.sixt.com/share/rates/germany/#/>). If the usage costs exceed the deposit fixed at the beginning of the rent, Sixt may at any time adjust the deposit amount. If this adjustment fails, Sixt shall be entitled to terminate the rental agreement without notice or to withdraw from the rental agreement. In this case, the lessee shall be liable for all costs (e.g. for the purchase of a second key, the costs of on-site service and/or the return of the vehicle) incurred as a result of the termination or withdrawal. In such a case, claims for compensation by the lessee will not be accepted. Sixt is not obliged to invest the collateral separately from its assets. No interest is charged on the collateral. Sixt may also assert its claim to the provision of a security for a longer period after the commencement of the rental relationship.
4. Instead of debiting the lessee's credit card, Sixt can, by making a so-called merchant re-quest in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the lessee by his credit card institution for his credit card.
5. Unless otherwise agreed, the rent and all other fees and the security deposit shall be charged to the payment method of the lessee, in particular to a credit or debit card.
6. Sixt is entitled to sell and assign claims against the lessee to third parties at any time. The lessee will be informed of an assignment in the respective invoice. In this case, the lessee can only make payments to the assignee with debt-discharging effect. Payments when concluding a rental contract or when making a reservation via a partner app are processed via the respective partner in accordance with its partner conditions. If necessary, Sixt will assign the claims against the lessee to the operator of the respective partner app.

D: Protection of login details and PIN; update of residing and registration address; reporting obligation in case of driving license withdrawal

1. The lessee determines a PIN for the usage of the digital services (including in particular SIXT share), which he shall not disclose to third parties and which he shall sufficiently protect from the access of third parties. This PIN allows the opening of vehicles per Sixt App. Written records of the PIN shall not be stored within proximity to the login details and not be saved unsecured on the smartphone. If the PIN gets lost, Sixt must be notified immediately per e-mail at contact@sixt.com. The login details and the PIN may not be disclosed to third parties (including members of the family and household). For each culpable breach of the obligation not to disclose the access data, the lessee is obliged to pay a contractual penalty in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> and there under "Contractual penalties").
2. Sixt requests at regular intervals that the lessee proves he/she has a valid driving license. If the lessee wishes to use SIXT share, he/she is required as per the process specified by Sixt to present their driver's license to Sixt prior to the start of a rental.
3. The lessee is obliged to inform Sixt via e-mail (driving-license@sixt.com) of the revocation of his/her driving license, as well as regarding all circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban). Upon revocation of the driving license or the occurrence of other circumstances placing a restriction on the driving license, the lessee is prohibited from using the app for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.

E: Permitted usage, no additional drivers, journeys abroad

1. The vehicle shall only be driven by the lessee. Additional drivers are not permitted with SIXT share. For each culpable breach of the aforementioned regulation, the lessee is obliged to pay a contractual penalty in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> and there under "Contractual penalties").
2. The lessee shall ensure that the vehicle is only used within the scope of the applicable legal regulations in each case. The vehicle may be used only on public roads, but not for driving school practice. The vehicle shall not be used
 - motor sport purposes, in particular driving events where the purpose is the attainment of high speeds, or for associated practice drives,

- on official race courses,
- for vehicle tests or for safety driving training,
- for the commercial carriage of passengers,
- for subleasing,
- to commit criminal offences, even if these are only punishable under the law of the place where the offence was committed,
- for transporting easily inflammable, toxic or other hazardous substances,
- for the transportation of animals, unless they are in a closed cage, which is securely stored,
- under the influence of alcohol (blood-alcohol limit of 0.0 ‰) or drugs, as well as after the intake of medication, that may impair driving ability,
- for the transportation of children up until the age of 12 that are smaller than 150 cm in height, if no suitable and age-appropriate approved child restraints (infant carrier, baby seat, booster seat) is being used for the children (all manufacturer's instructions for the installation and dismantling of child restraint systems must be complied with).

The lessee is explicitly prohibited from

- dirtying beyond normal expected use the vehicle, in particular, but not limited to leave any type of litter in the vehicle, to smoke in the vehicle or to allow passengers to smoke whereas the intended use of the vehicle shall remain unaffected; for each culpable breach of the aforementioned regulation, the lessee is obliged to pay a lump sum compensation in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> and there under "Lump sum damages"), unless the lessee proves that Sixt has incurred no or significantly less expense and/or damage; Sixt is at liberty to claim further damages;
 - to return the vehicle without equipment (e. g. reflective vest, first aid kit, etc.),
 - to deactivate the passenger airbag, unless, if this is done for the protection of children or infants which are being transported by using a booster seat or to comply with safety advice, when using an infant carrier. The passenger airbag must be reactivated after discontinuation of use.
3. The lessee is obliged to properly secure any goods carried.
 4. The lessee will comply with the local parking rules for share vehicles that apply in their designated business area. Further details can be found at <https://www.sixt.com/share/locations/germany/#/>. For each culpable breach of the aforementioned regulation with the consequence of a necessary technician service, the lessee is obligated to pay a lump sum compensation in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> and there under "Lump sum damages"), unless the lessee proves that Sixt has incurred no or significantly less expense and/or damage; Sixt is at liberty to claim further damages.
 5. Foreign travel with vehicles of the SIXT share fleet is permitted into the following countries: Austria, Switzerland, Liechtenstein, Italy, France, Denmark, Sweden, Norway, Finland, Belgium, Luxembourg, the Netherlands, the UK, Ireland, Spain, Portugal, Monaco, Andorra, San Marino, the Vatican, Gibraltar. Traveling to any other countries is not permitted.
 6. The vehicle must be returned within the country where it was rented. For each culpable breach of the aforementioned provision, the lessee is obliged to pay a lump sum compensation in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/#/> under "Lump sum damages"), unless the lessee proves that Sixt has incurred no or significantly less expense and/or damage; Sixt is at liberty to claim further damages.
 7. Any violation or non-performance of a provision under preceding clauses of section E shall entitle Sixt to terminate the rental agreement without notice or to rescind the rental agreement. In such a case, claims for compensation by the lessee will not be accepted. The right to compensation for damages incurred by Sixt due to the violation of one of the provisions according to the preceding clauses of Section E remains unaffected.

F: Condition of the vehicle, repairs, operating fluids, fueling

1. The lessee undertakes to treat the vehicle appropriately and with due care, to observe all the regulations and technical rules which apply to its use (i.e. not to drive the vehicle with insufficient engine oil or coolant levels) and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle. Sixt's vehicles are non-smoking vehicles in principle.
2. Maintenance, repairs and other technical interventions shall not be ordered or carried out by the lessee. In the event that the engine oil level falls below a critical level during a drive, the lessee shall contact the Sixt support team and agree on the further procedure. The same applies for all critical warning messages the vehicle displays during a drive.
3. When renting the vehicle via the Sixt App the vehicle can be fuelled at a partner gas station at the cost of Sixt. The current partner gas stations can be looked up in the Sixt App. The fuelling process at partner gas stations is performed by using the Sixt App.

If the lessee refuels at any non-partner gas station, he/she must advance the payment of such costs. They will be refunded by Sixt when presented with the refueling receipt. For refuelling at a third-party fuel station, a service charge is incurred as stated on the Further Rates and Fees page (available at <https://www.sixt.com/share/rates/germany/#/>). The service fee for refuelling at a third-party fuel station is not charged if the lessee demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

4. Only applies when renting via the Sixt App: If the lessee refuels or recharges a vehicle, the lessee shall receive a voucher according to the voucher guidelines from Sixt (available at [https://www.sixt.com/share/rates/germany/#/ under \"Voucher\"](https://www.sixt.com/share/rates/germany/#/ under \)). The voucher can be redeemed during one of the next rentals with SIXT share in Germany. The voucher may only be used for one rental, i.e. the voucher credit cannot be shared among several rentals. If the invoice amount, which Sixt charges the lessee for the use of the share vehicle, is lower than the value of the voucher, the remaining value of the voucher is forfeited when the rental ends.

If the lessee generates sales revenue that is subject to sales tax by refuelling or charging the vehicle as described in sentence 1 in return for handing over the voucher to Sixt, Sixt and the lessee agree that the net value of both services corresponds to the net value of the voucher. Sixt points out that any possible taxation of the renter's own performance in connection with the issuance of this voucher to the renter must be properly addressed on his own tax assessment.

5. The lessee shall strictly comply with the manuals for the electric or hybrid vehicle to be charged and for any equipment or accessory used (e.g. charging cable), as well as with any instructions concerning the use of the charging stations that are displayed at the charging station. The use of charging cables or other equipment or accessories that (i) have not been certified in accordance with applicable laws and regulations (e.g. CE certification), (ii) are not approved for the respective car or the charging station according to the instructions displayed there or (iii) are damaged is strictly prohibited.

G: Accidents, theft, obligation to notify, insurance, obligation

1. Accidents, theft, and all damages of the vehicle must be reported immediately to the Sixt Support Team by phone call.
An accident is defined as an event of mechanical force which suddenly and directly affects the vehicle externally. Brake damage, operational damage and pure breakage damage are not deemed to be accident damage; this applies in particular to damage e.g. due to slipping loads, incorrect fuelling, damage due to incorrect use of gears, damage due to torsion, operating errors, excessive strain on the vehicle as well as damage to the vehicle resulting from towing operations or the use of a trailer.
2. The lessee is obliged to ensure that all reasonable measures required for the mitigation and preservation of evidence are being taken. For this purpose, the lessee must categorically report each accident or damage to the police and consult them, regardless of whether it was self-inflicted or with third-party involvement, also for pure property damages and if no third party is involved. If the police are not reachable by phone, the damage/accident must be reported at the next closest police station. Lessees are not allowed to leave the accident scene before Sixt can or at least is given the opportunity to identify the findings required for the evaluation of those events, which lead to the damage.
3. The lessee, subject to point 2 of section G, is only allowed to leave the accident scene, when the police record is concluded, and the vehicle was handed over to a towing company, or up-on receipt of alternate instructions given by the Sixt Support Team. On the other hand, if the lessee is entitled or excused to remove him or herself from the accident scene due to an accident-related injury of a person involved in the accident, this does not apply.
4. The rental contract will, in the case of an accident, be terminated only after the proper return of the vehicle, compliant to section B, and the respective charges are calculated accordingly. If the vehicle is in no roadworthy condition due to the accident the rental contract ends upon consultation with Sixt when handing over the car to the towing company.
5. The lessee is obliged to forward a written accident report to Sixt immediately and, subject to point 1, to indicate the police file number. All instructions of the Sixt Support Team must be respected. The lessee is prohibited from submitting an acknowledgment of guilt or to anticipate any liability claims by effecting a payment or any other act of acknowledging damage or guilt (endangerment of insurance cover). Upon request from Sixt, the lessee must completely fill in the damage form provided by Sixt and sign it and send it back to Sixt within 7 days. If the damage is not covered by the insurance due to a culpably late return of form, Sixt reserves the right to charge all accident-related costs to the lessee.
6. In any case, Sixt is solely entitled to choose a repair shop. Under any circumstance, Sixt is entitled to all indemnities in connection with damages to Sixt vehicles. If the lessee received such services from third parties, he/she must pass them on to Sixt unsolicited.
7. Sixt has motor vehicle liability insurance for the vehicle. This insurance coverage is valid within the geographical borders of Europe as well as the non-European areas which belong to the territory of the European Union and the coverage comprises a liability insurance with a maximum sum insured for personal injury and property damage of EUR 100 million. The maximum sum insured for each injured party amounts to EUR 8 million.
8. The insurance does not cover use of vehicles for the transportation of hazardous substances requiring a permit, as defined in Paragraph 7 of the Statutory Instrument on the Transportation of Hazardous Goods by Road (GefahrgutVStr.).
9. In case of liability damages, the lessee is not entitled to acknowledge or satisfy claims of third parties in whole or in part without prior consent of Sixt.
10. The lessee is obliged to ensure that the damage is averted and reduced as far as possible when the loss event occurs. In doing so, the lessee must follow instructions from Sixt, as far as reasonable, and assist in the determination and settlement of damages.
11. Sixt is authorised to fulfill or ward off claims for damages asserted against the lessee on the lessee's behalf and to use its reasonable business judgement to make all declarations that seem expedient for this purpose.

If claims are asserted against the lessee out of court or in court, the lessee is obliged to notify Sixt immediately after the claim is asserted.

In the event of claims asserted in court, Sixt shall be authorised to conduct the legal dispute. Sixt is entitled to engage a lawyer on behalf of the lessee, and the lessee is obliged to provide such lawyer with power of attorney as well as all necessary information and requested documents.

12. The lessee, in using the toll roads, must provide for the timely and full payment of the toll. The lessee shall indemnify Sixt from all tolls caused by the former.

H: Sixt's liability

1. Sixt shall be liable in accordance with the statutory provisions in the event of intent or gross negligence by Sixt, a representative or a vicarious agent. In all other cases Sixt shall be liable only for injury to life, body or health or for the intent or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
2. Sixt shall not accept any liability for items left behind in the hired vehicle - whether upon return of the vehicle or upon leaving the vehicle during the hire period; this shall not apply in cases of intent or gross negligence on the part of Sixt, its representatives or agents.

I: Lessee's liability

1. For vehicle damages, vehicle loss and breach of rental contracts, the lessee is liable according to the general rules on liability, provided that nothing else was arranged hereinafter. Thus, the lessee is not liable, if he/she did not cause this breach of duty. Thus, the lessee is not liable, if he/she did not cause this breach of duty.
2. The lessee can reduce or exclude liability for damage resulting from accidents, fire and loss of the vehicle by agreeing to a liability release and paying the fee agreed for this purpose. This liability release corresponds to the guiding principle of comprehensive insurance. The lessee shall be liable per individual loss event up to the amount of the agreed deductible. The amount of the agreed deductible will be displayed to the lessee in the Sixt app prior to the conclusion of the rental agreement. Any liability release agreed between the parties does not apply to brake damage, operational damage and breakage damage.
3. There shall be no claim to a contractual exemption from liability if the damage was caused intentionally. If the damage was caused by gross negligence Sixt shall be entitled to reduce the exemption from liability pro rata in the proportion of the severity of the fault.
4. There shall furthermore be no right to a contractual exemption from liability if an obligation to be performed by the lessee, particularly under Clause G of these General Terms and Conditions of Rental, has been breached intentionally. In the event of a grossly negligent breach of an obligation to be performed by the lessee Sixt shall be entitled to reduce its payment towards the exemption from liability pro rata in the proportion of the severity of the fault. Notwithstanding the foregoing, the Renter's right to indemnification shall remain in effect to the extent that the Renter's breach of any obligation is not the cause of either
 - (i) the occurrence or determination of the indemnification eventor
 - (ii) the determination or scope of Sixt's indemnification obligation;this does not apply if the obligation was breached fraudulently. The contractual exemption from liability applies only for the rental period.
5. The lessee shall be liable without limitation for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by him or third parties to whom the lessee has left the car. The lessee shall indemnify Sixt at its first request against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from Sixt because of any such breaches. As compensation for the administrative expenses incurred by Sixt for processing inquiries addressed to Sixt by prosecuting authorities or other third parties to investigate administrative offences, criminal offences or disturbances committed during the rental, Sixt shall receive a lump sum from the lessee for each such inquiry in the amount shown on the rate page (see <https://www.sixt.com/share/rates/germany/#/>), unless the lessee proves that Sixt incurred no or significantly less expense and/or damage. Sixt is at liberty to claim further damages.
6. If there is no contractual release from liability for the lessee and an accident was caused due to personal negligence, and therefore, the vehicle is not roadworthy anymore, the lessee has to bear the costs for the transport to the repair shop. In the event of his partial responsibility for the accident the lessee shall bear the costs pro-rata.
7. In the event of culpable loss of or damage to the charging cable for e-vehicles and hybrid vehicles, the lessee shall compensate Sixt by reimbursing the costs for the replacement of the cable, at a lump sum from the lessee for the amount shown on the price list (see <https://www.sixt.com/share/rates/germany/#/> and there under "Lump sum damages"), unless the lessee proves that Sixt has incurred no or considerably less effort and/or damage; Sixt is at liberty to claim further damage.

J: Termination

1. Sixt and the lessee shall be entitled to terminate the rental contracts in accordance with the statutory provisions. Sixt may terminate the rental contracts extraordinarily for cause without notice. Such cause shall be deemed to include, in particular:
 - considerable deterioration of lessee's financial situation,
 - dishonoured bank debits / cheques,

- enforcement measures aimed against the lessee,
 - lack of care of the vehicle,
 - improper and illegal use
 - disregard of the regulations governing the use of motor vehicles for road haulage
 - if it becomes unreasonable to expect the rental contract to be continued, e.g. owing to an excessive damage ratio.
2. If there is more than one rental contract in place between Sixt and the lessee, and if Sixt is entitled to terminate one of the contracts extraordinarily for cause without notice, Sixt shall also be entitled to terminate all other rental contracts extraordinarily without notice, provided the continuation of the other rental contracts is unacceptable due to the Lessee acting in bad faith. This shall be deemed to include, in particular:
- causing willful damage to a rental vehicle,
 - culpably concealing or trying to conceal damages to rental vehicles,
 - causing willful damage to Sixt,
 - if the lessee is in arrears with his payments of at least one week's rental by more than five working days from the due date,
 - if the lessee uses a rental vehicle for or in conjunction with criminal actions.
3. If Sixt terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to Sixt.

K: Lessee's direct debit authorization; exclusion of set-off

1. The lessee authorizes Sixt and its authorized collection agent irrevocably to deduct all car rental costs and all other claims connected with the rental agreement from the means of payment presented at the conclusion of the rental agreement, named in the rental agreement or subsequently presented or additionally named by the lessee.
2. Only undisputed claims of the lessee, or claims of the lessee, which have become final and absolute, may be set off against claims of Sixt.

L: Right to object to direct marketing

The lessee can at any time object to any processing or use of his data for the purposes of advertising or market research or opinion polls. The objection must be addressed to: Sixt GmbH & Co. Autovermietung KG, code word: "Objection", Zugspitzstrasse 1, DE 82049 Pullach, or by e-mail to: widerspruch_datenschutz@sixt.de.

M: Relevant application of the (German) Insurance Contracts Act and (German) General Conditions for Motor Vehicle Insurance

1. If and insofar as no provision is contained in this Agreement, the regulations of the Insurance Contracts Act (Versicherungsvertragsgesetz (VVG)) and the regulations of the General Conditions for Motor Vehicle Insurance (AKB) shall apply mutatis mutandis. This also applies to any ambiguities arising out of this Agreement.

N: Final provisions

1. There are no verbal side agreements.
2. The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt will not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.
3. If the lessee is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Munich.
4. The contract language is German. As far as Sixt provides the customer with an English version of these GTC upon the conclusion of the contract, such version shall constitute only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and the English version of these GTC, the German version of these GTC shall prevail.
5. Should any of the above terms and conditions be or become invalid or void in whole or in part, the validity of the remaining provisions shall remain unaffected. Section 139 of the German Civil Code (BGB) shall not apply.