

General Terms and Conditions of your SIXT+ unlimited Contract (transnational mobility commitment)

These General Terms and Conditions for SIXT+ unlimited ("SIXT+ unlimited GTC") govern the rights and obligations in all contractual relationships within which Sixt GmbH, Liesinger-Flur_Gasse 17/4, 1230 Wien (hereinafter referred to as "Sixt") provides a mobility commitment to consumers (within the meaning of § 1 para. 1 line 2 of the Austrian Consumer Protection Act [KSchG]) or companies (within the meaning of § 1 para 1 row 1 KSchG) (hereinafter jointly referred to as "Customer") within the scope of the product "SIXT+ unlimited" for temporary use of vehicles along with all associated services ("SIXT+ unlimited Services").

1. Scope of validity

1.1 Material scope

1.1.1 These SIXT+ unlimited GTC and, in addition thereto, the General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited Station apply to the SIXT+ unlimited Services as amended at the time of the vehicle being handed over. These GTC are on display in the Sixt Unlimited Station and can also be viewed at www.sixt.at/informationen/agb for rentals in Austria. Should any contradictions or ambiguities arise between these SIXT+ unlimited GTC and the General Terms and Conditions (GTC), these SIXT+ unlimited GTC shall take precedence.

1.1.2 To the extent that the Customer is an entrepreneur (§ 1 para. 1 line 1 KSchG), any deviating, contradictor, or supplemental general terms and conditions of said Customer do not apply, even in cases, for instance, where Sixt does not expressly rule out the validity thereof or where Sixt provides the services without reservation whilst being aware of the Customer's general terms and conditions.

1.2 Updates

1.2.1 Sixt may update these SIXT+ unlimited GTC from time to time and make further changes to the SIXT+ unlimited Services offered at its discretion.

1.2.2 The SIXT+ unlimited Services are subject to the SIXT+ unlimited GTC applicable at the time of contract signing. Sixt may make changes to the SIXT+ unlimited GTC and/or the SIXT+ unlimited Services to be rendered under the contract with the Customer during the term of the contract, given that these are exclusively to the benefit of the Customer. Such changes to the benefit of the Customer shall become a component of the contract on disclosure to the Customer.

1.2.3 If the updated contractual conditions are not exclusively to the benefit of the Customer, Sixt shall inform the Customer in advance about the planned changes and of their right to reject these changes during the current contract relationship in an appropriate way (via e-mail, the postal service, or an in-app notification) and within a reasonable period (at least 30 days). In the notification of changes Sixt shall also provide information about where the Customer must send their rejection and what consequences will result if the Customer does not reject said changes. The changes are deemed accepted by the Customer if they do not reject them within 30 days. An increase of the monthly Mobility Commitment fee or changes to essential service obligations of Sixt that are to the detriment of the Customer only become part of the contract if the Customer expressly agrees to these changes.

2. Vehicle use and Sixt Services

2.1 The customer can take over, return and exchange a vehicle from the contractually agreed vehicle category including all benefits and services without further payment ("Mobility Commitment") against payment of a monthly Mobility Commitment fee ("Mobility Commitment Fee") and, if applicable, an entry fee at all participating SIXT+ unlimited Stations. Sixt may adjust and change the list of participating SIXT+ unlimited Stations at any time, whereby a significant reduction of the participating SIXT+ unlimited Stations will only take place with the consent of the Customer. The Customer can view the list of the SIXT+ unlimited Stations at www.sixt.at/plus/unlimited at any time.

2.2 Takeover and exchange of a vehicle

2.2.1 Pick-up and exchange of a vehicle require a prior reservation at least 48 hours before the intended pick-up time (subject to vehicle availability). For bookings made at shorter notice, an additional fee will be charged according to the price list applicable at the time of the contract conclusion. In case the booking is made less than 48 hours in advance, the availability of the booked vehicle group cannot be guaranteed. The Customer will receive the SIXT+ unlimited price list together with the contract documents. The Customer is also able to enquire the amount of this fee at the respective SIXT+ unlimited Station at any time. For each vehicle reservation made online, the Customer must be logged into the personal SIXT+ unlimited booking profile. For each vehicle pick-up, the Customer must present the personal SIXT+ unlimited card or provide the SIXT+ unlimited customer number.

2.2.2 When taking over a vehicle, the customer concludes a rental contract at the SIXT+ unlimited station with the company operating the SIXT+ unlimited station. No additional fee applies for the vehicle pick-up, unless the Customer adds any additional Extra to his reservation that is not included in the SIXT+ unlimited Service. The individual rental contract shall not exceed a duration of 30 days, which means that the customer is obligated to conclude a new rental contract and, if necessary, to exchange the vehicle no later than 30 days after the vehicle handover to allow Sixt to perform vehicle inspection, maintenance, etc. Latest at the end of the SIXT+ unlimited contract, the open rental contract also ends and the vehicle must be returned, unless otherwise agreed.

2.2.3 The 30-day period begins on the day of the vehicle handover and the exchange shall take place on the 30th rental day at the latest. Depending on the mileage or the holding period it may be necessary to swap a vehicle provided to a Customer with another vehicle of equal value during the term of the rental contract. The Customer shall be informed in good time about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt station as well as to comply with any other measures required of them for the vehicle swap.

2.2.4 If the customer fails to return the vehicle or fails to return the vehicle on time at the specified date, a service fee shall be payable in accordance with the applicable table of fees of the company operating the SIXT+ unlimited station. The fees apply in accordance with the local tables of fees of the respective SIXT+ unlimited station valid at the time of the scheduled vehicle return or the SIXT+ unlimited price list valid at the time of the contract conclusion. The amount of the fee can be enquired at the respective SIXT+ unlimited station at any time. The service fee is not charged if the Customer 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.

2.2.5 The protection option to reduce the deductible is only available to a limited extent for vehicle pick-ups in Great Britain and Switzerland. The General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited station as well as the SIXT+ unlimited price list valid at the time of the conclusion of the contract apply.

3. A one-off sign-up fee ("sign-up fee") for the mobility commitment is charged when the contract is signed in accordance with the applicable SIXT+ unlimited price list valid at the time of the contract conclusion and is payable together with the contractually agreed mobility commitment fee for the first billing period regardless of the respective term. The amount of the sign-up fee will be communicated or displayed to the Customer at the time of the contract signing. The Customer is not entitled to a refund of the sign-up fee, except in cases specified by law. When concluding a follow-up contract in line with section 12.3 of these SIXT+ unlimited GTC, there is no initial sign-up fee for said follow-up contract.

4. Additional services that are not included in the mobility commitment fee in accordance with the price list (such as fuel, protection services, vehicle delivery/collection, etc.) will be separately invoiced by the company operating the SIXT+ unlimited station. If the vehicle is returned and exchanged at a branch in a country other than the country where the vehicle was picked up, an international one-way fee may apply. The fee will be separately charged by the company operating the SIXT+ unlimited station where the vehicle is returned. The prices apply in accordance with the applicable table of fees of the respective SIXT+ unlimited station valid at the time of the vehicle pick-up as well as the applicable SIXT+ unlimited price list valid at the time of the contract conclusion.

5. Under the SIXT+ unlimited contract the Customer shall only receive one vehicle at a time. If another vehicle or several other vehicles are taken over at the same time, these further vehicle takeovers are carried out within the framework of rentals by the company operating the SIXT+ unlimited station. For this, the local rates valid at the time of the rental, which will be communicated to the Customer before the vehicle takeover, apply.

6. The conclusion of the SIXT+ unlimited contract is only for a vehicle category that the customer can reserve during the term of the mobility commitment. Within a vehicle category (from Compact (C) to Extraordinary (X)) of the SIXT+ unlimited contract, different vehicle models are grouped together. The assignment of vehicle models to a vehicle category is based on the 1st letter of the ACRISS code, which can be viewed at www.sixt.at/acriiss-code/#/ (except Sports & Luxury Cars). The Customer is not guaranteed to receive a particular vehicle, gearbox, vehicle type, drive type or model variant. However, the customer has the option to choose one of the vehicle models available at the time in the course of the reservation. Vehicle categories can be changed by Sixt, for example by removing a vehicle model from one category and moving it to another. Vehicle categories and the vehicle models included may vary from country to country. Not all vehicle categories are available in all countries. The Customer can view the list of available vehicle categories in the respective country at www.sixt.at/fleet/selectcar or enquire the information at the SIXT+ unlimited station or from the Sixt customer service.

7. If a vehicle of the booked vehicle category is unavailable, the customer will receive an upgrade free of charge with subject to availability.

8. The mobility commitment is for one individual person and can not be transferred to another person.

9. Free mileage: 4.000 km per month. Additional kilometers are charged every quarter in accordance with the SIXT+ unlimited price list valid at the time of the contract conclusion and constitute an increase of the mobility commitment fee.

10. Turnovers within the SIXT+ unlimited contract and associated contracts cannot be taken into account for bonus programs (e.g., frequent flyer programs or Payback).

11. Monthly rates

11.1 The contractually agreed monthly mobility commitment fee, together with any additional kilometers, extras or special services used, must be settled in full.

11.2 The contractually agreed monthly mobility commitment fee is normally charged in advance for the upcoming month, while the sign-up fee is due when the first fee is billed.

11.3 If the SIXT+ unlimited contract does not start on the first day of a month, the first monthly rate will be charged pro rata.

11.4 The contractually agreed monthly mobility commitment fee must be settled in full even if the customer does not take over a vehicle temporarily or during the entire contract period.

11.5 All prices are inclusive of statutory VAT and all other applicable taxes. If the Customer is an entrepreneur, the prices may also be communicated without statutory VAT, however, this is explicitly stated.

11.6 Accepted payment method: the Customer must provide a valid payment method during the process of concluding the contract in order to pay the contractually agreed Mobility Commitment Fee as well as the sign-up fee. Unless expressly specified otherwise during the online booking process, only credit cards of providers specified during the online booking process are accepted. Pre-paid credit cards, cash payment, and other payment methods are not accepted. If the Customer is an entrepreneur, Sixt can also offer payment on invoice or direct debit. The customer authorises Sixt to debit the contractually agreed fee (monthly fee, one-time fees, additional fees, etc.) as well as claims of Sixt against the Customer arising from the SIXT+ unlimited contract (eg. fuel charges, deductible in case of damage) from the specified payment method. The customer remains responsible for all outstanding amounts. A security deposit is additionally reserved from the specified payment method on conclusion of contract. The quantity of the deposit is based on the vehicle class. The GTC contain additional details on the deposit, its quantity, and the conditions.

11.7 Should the validity of the payment method provided by the Customer expire, the Customer is obliged to contact their Sixt contact person or the Sixt customer service in good time before the expiry date to deposit a valid payment method. If a payment cannot be successfully processed because the payment method provided has expired, does not have sufficient credit or the payment fails for any other reason, the Customer shall receive a notification (e.g. email) from Sixt with the request to deposit a valid payment method. The Customer then has 48 hours following receipt of the aforementioned notification to provide a valid payment method, from which the contractually agreed payments can be debited or collected. If the Customer fails to comply with this obligation within the aforementioned period, Sixt is entitled to demand the immediate return of the vehicle from the Customer and to block access to the offered service until a valid payment method has been successfully debited. If the

Customer concludes a follow-up contract with Sixt in line with Section 12.3 of these SIXT+ unlimited GTC, then the payment method for the previous agreement also applies to the follow-up contract, unless otherwise agreed.

11.8 The Customer can update their payment method at any time by contacting their Sixt contact person or the Sixt customer service and by providing the new payment method. The new payment method must meet the requirements in line with Section 11.6 of these SIXT+ unlimited GTC. Following such update, the Customer authorises Sixt to charge the new payment method in accordance with Section 11.6 of these SIXT+ unlimited GTC.

12. Contract term and termination

12.1 The SIXT+ unlimited contract has a fixed term and ends automatically after the term without the need for termination. The contract term is agreed when the contract is concluded.

12.2 Ordinary termination of the SIXT+ unlimited contract earlier than the contractually agreed contract term is not possible.

12.3 Sixt can offer the Customer the option of concluding a new SIXT+ unlimited contract after the end of the contract term (hereinafter referred to as "Follow-up contract"). A follow-up contract offered in this way only comes about when Sixt send the Customer an offer to conclude said follow-up contract including the exact same contract conditions as the expired contract, which the Customer accepts. If the Customer wishes to change the agreed conditions (eg. subscribe to a higher vehicle category), the Customer must conclude a new SIXT+ unlimited contract, which is then no longer considered a follow-up contract.

12.4 Sixt is not obligated to offer the Customer such a follow-up contract. The Customer is not obligated to accept an offer to conclude such a follow-up contract.

12.5 Unless otherwise agreed, the SIXT+ unlimited GTC and GTC valid at the time of contract conclusion, available under www.sixt.at/informationen/agb, and the table of fees valid at the time of contract conclusion, available under www.sixt.at/mietinformationen, apply to the follow-up contract. In addition, unless otherwise agreed, the same conditions apply to the follow-up contract as they did to the previous contract.

12.6 The right of the parties for an extraordinary termination of the contract remains unaffected. If the conditions for extraordinary termination of a contract concluded with the company that is operating the SIXT+ unlimited Station are given (e.g., in case of default of payment or in case of use of the vehicle contrary to the contract), Sixt is entitled to terminate the entire SIXT+ unlimited contract extraordinarily.

12.7 Upon termination of the SIXT+ unlimited contract, the customer is obliged to return a vehicle provided to him, including all keys, at his own expense and risk to a Sixt station within the country in which he received the vehicle. This also applies if Sixt and the Customer conclude a follow-up contract, unless otherwise agreed.

13. Contract conclusion

13.1 If the customer wishes to conclude a SIXT+ unlimited contract, he can do so either via the online form on the Website or via a Sixt Sales representative.

13.2 Online contract conclusion: to conclude a SIXT+ unlimited contract online, the Customer must send a binding offer to Sixt by completing the online form provided for this purpose with contact details as well as with the configuration options and by submitting the order by clicking the order button "Order now" (or a button with similar inscription). The Customer subsequently receives an order confirmation by e-mail, which, however, does not yet lead to the conclusion of the contract. The contract between Sixt and the Customer is concluded after the customer is being contacted by Sixt and instructed in his SIXT+ unlimited account. If Sixt rejects the Customer's offer, the Customer receives a notification by e-mail that the contract has not been concluded. If the customer does not receive a confirmation within two weeks, he is no longer bound to his offer.

13.3 Contract conclusion via a sales representative: to conclude a SIXT+ unlimited contract via a Sixt sales representative, the Customer will receive a non-binding SIXT+ unlimited offer from Sixt by e-mail. This non-binding offer is valid for 14 days. By completing this non-binding offer with Customer data and by signing the offer or clicking a button provided for this purpose (inscription "Order now" or similar), the Customer makes a binding offer to Sixt to conclude a SIXT+ unlimited contract under the conditions stated in the non-binding offer. The contract between Sixt and the customer is concluded after the customer is being contacted by Sixt and instructed in his SIXT+ unlimited account. If Sixt rejects the Customer's offer, the Customer receives a notification by e-mail that the contract has not been concluded. If the customer does not receive a confirmation within two weeks, he is no longer bound to his offer.

13.4 After a successful contract conclusion, the customer will receive his SIXT+ unlimited card within 6 weeks at the latest.

13.5 The contract shall be concluded in German language, unless otherwise agreed.

13.6 Contract conclusion of a follow-up contract in line with Section 12.3: deviating from the above Sections 13.1 and 13.2, the follow-up contract according to Section 12.3 comes about when Sixt sends the Customer an offer to conclude said follow-up contract, which the Customer can accept within a period of 14 days from receipt of the offer by means of an express declaration. The offer shall inform the Customer about the way in which he/she can accept the offer and which actions are deemed binding declarations of acceptance (eg. clicking on a button "submit order" or with a similar label, by sending a clear message, etc.). If the Customer accepts an offer from Sixt, he/she will receive a confirmation e-mail about the concluded contract, in which Sixt confirms the concluded contract as well as the terms stipulated therein to the Customer.

13.7 Credit Check: in order to reduce the risk of non-payment, a credit check is carried out prior to the contract conclusion and, if necessary, in the event of changes to the contract. Sixt transmits personal data about the application, the execution and termination of this business relationship as well as data about non-contractual behaviour or fraudulent behaviour to credit agencies. The credit agencies may also process personal data for the purpose of profile building (scoring) in order to provide its contractual partner, e.g. Sixt, with information, among other things, for the assessment of creditworthiness. More detailed information on the handling of personal data and information on the credit agencies used can be found in the data protection information at www.sixt.at/fileadmin/sys/agb/DSGVO_AT_de.pdf.

13.8: Exclusion of the right of withdrawal: pursuant to § 18 para. 1 line 10 of the Austrian Distance Selling Act FAGG, the Customer has no right of withdrawal, i.e. it is not possible for the Customer to revoke their declaration of intent to enter into the SIXT+ unlimited contract.

14. Offsetting against any claims of Sixt is only possible with undisputed or legally established claims.

15. The law of the Austrian Republic applies whereby the provisions of the United Nations Convention on the International Sale of Goods are expressly excluded. In the event of a rental within the frame of the SIXT+ unlimited contract in a country other than Austria, the rental shall be governed by the legal system agreed in the GTC of the respective SIXT+ unlimited station. If the Customer is a consumer and if a different legal system would be applicable without this choice of jurisdiction, the consumer shall also enjoy the protection of all mandatory protective General Terms and Conditions of Rental – provisions (in particular including those of consumer protection law) of the legal system to be applied without this choice of jurisdiction. If the Customer is an entrepreneur, the place of jurisdiction shall be Vienna, inner city.

16. The contract language is German. As far as Sixt provides the customer with an English version of these SIXT+ unlimited 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 SIXT+ unlimited GTC, the German version of these SIXT+ unlimited GTC shall prevail.

20. Name and address of the contracting company: Sixt Gmbh, Liesinger-Flur-Gasse 17/4, 1230 Wien. If the Customer takes over a vehicle at a SIXT+ unlimited station outside of Austria, the contractual partner for the individual rental and for any additional chargeable services which are part of this rental is the company that operates the respective SIXT+ unlimited station.

Stand: Oktober 2022