

General Rental Terms and Conditions (Terms and Conditions)

Sixt GmbH
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AT-1230
(hereinafter referred to as "Sixt")

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A: Vehicle Condition, Repairs and Equipment

1. The hirer has an obligation to treat the vehicle with care. He shall observe all regulations applicable to the use of such a vehicle (in particular, the law concerning vehicles and the Road Traffic Regulations) and shall regularly check during the rental period whether the vehicle continues to be in an operational and roadworthy condition. Before starting to drive, the hirer must familiarise himself/herself with the correct operation of the vehicle by referring to the operating manual in the vehicle and must comply with the relevant regulations and recommendations (in particular, periodic checking of the sufficient level of engine oil, coolant, and other operating materials).
2. Damage already existing on the vehicle at the time of pickup must be reported by the hirer to the rental firm immediately, i.e. before driving the vehicle, unless it is already recorded in the rental contract. If the hirer does not report such damage immediately, these shall be deemed to have been caused by the hirer if he does not prove otherwise (this reversal of the burden of proof does not apply if the hirer is a consumer within the meaning of the consumer protection law).
3. If, during the rental period, it becomes necessary to carry out repairs to the odometer, or a mandatory inspection, or a repair is necessary to maintain the operation or road safety of the vehicle, the hirer is permitted to commission an authorised repairer for the respective vehicle up to an estimated repair cost of EUR 100. Beyond this, in the event of damage, the hirer must without exception reach an agreement with Sixt prior to the commissioning of repairs.
4. Vehicles with combustion engines (including hybrid vehicles) shall be handed over to the hirer with a full tank of fuel. In return, the hirer must likewise return the vehicle with a full tank of fuel at the end of the rental period. If the vehicle is not returned with a full tank of fuel, SIXT will refuel the vehicle itself and charge the hirer a fixed amount per litre of missing fuel. The amount of this fixed cost per litre is determined by SIXT weekly in advance, taking into consideration the current fuel prices and the additional costs arising from the necessary refuelling. For the hirer, the cost contribution applies in the amount applicable at the time the hirer takes over the vehicle. This is specified in the rental agreement and can be requested by the hirer at any time by phone or in the SIXT office. This provision does not come into effect if, at the time of the reservation or the rental, the hirer has booked one of the refuelling services offered by SIXT (e.g. "Pre-paidFuel" and "FlexiFuel"). More detailed information on the refuelling services offered and the conditions that apply in this case can be found in the SIXT rental information (retrievable at www.sixt.at/mietinformationen). Only the type of fuel listed in the operation manual for the vehicle can be used for refuelling. The hirer shall be liable to SIXT for any damage caused due to incorrect refuelling (this does not apply if the hirer is not responsible for the incorrect refuelling; in this case, the hirer must, however, insofar as reasonable in the individual case, document the circumstances that led to the incorrect refuelling and hand such documentation over to SIXT without delay).
5. For vehicles that are operated solely by electricity, the respective charge level is recorded in the rental agreement at the time of handover, but amounts to at least 80%. At the end of the rental period, the hirer must return the vehicle with the appropriate charge level. The minimum acceptable charge level is 80%. If the vehicle is returned with a lower charge level, SIXT may charge the vehicle itself and in this case will charge the hirer a fixed amount per kWh for this. The amount of this fixed cost per litre is determined by SIXT weekly in advance, taking into consideration the current price of electricity and the additional costs arising from the necessary charging. For the hirer, the cost contribution applies in the amount applicable at the time the hirer takes over the vehicle. This is specified in the rental agreement and can be requested by the hirer at any time by phone or in the SIXT office.
6. When charging an electric vehicle or a hybrid vehicle, the hirer must strictly follow the operating instructions of the vehicle to be charged and of the accessories used (e.g. charging cable) as well as any instructions at the charging station regarding the use of the charging station. At the time of picking up the vehicle, the hirer must check if the charging cable is in the vehicle and if it is undamaged. If the charging cable is missing or damaged, Sixt must be notified without delay. The charging cable must also be returned when the vehicle is returned. The use of charging cables or other accessories (i) not certified in accordance with the relevant regulations (e.g. CE label), (ii) not approved for the respective vehicle or the charging station in accordance with the information displayed there, or (iii) damaged, is not permitted. If claims are made against us by the operator of the charging station due to improper use or damage to the charging station, we will pass this on to the hirer accordingly.
7. A public parking space must be made available as soon as the charging process is complete or the maximum permitted parking time has been reached. Costs incurred by Sixt due to exceeding the maximum charging and/or parking time, as well as any costs incurred by Sixt for fines or for using towing services, for example due to illegal parking, will be passed on to the hirer.
8. In the case of failure or damage to the odometer or of its seal, Sixt has the right to calculate the rental fee on the basis of the average daily mileage in kilometres from the date of first registration, however, at least 100km/day, in the event that it is not possible to establish the actual mileage covered during the rental period by other means.

9. If commercial vehicles (vans, trucks) are equipped with an AdBlue® tank and the lease is for a period of fewer than 28 days, the commercial vehicle is not necessarily handed over to the hirer with a full AdBlue® tank and the level of the AdBlue® tank is not documented when the vehicle is handed over and returned. Consequently, the hirer is also not obliged to refuel with AdBlue® (unless the AdBlue® warning light shows a low AdBlue® level). The level of the AdBlue® tank therefore does not have to be the same when the vehicle is returned as it was at the start of the rental. SIXT charges the hirer a fixed fee per kilometer driven for AdBlue® consumption during the rental period. The rate per kilometer that is charged is disclosed to the renter during the booking process, stated in the rental agreement and can be requested at any time by calling SIXT. If the AdBlue® warning light in the vehicle indicates a low level of AdBlue®, the hirer must top up with AdBlue® at a filling station (further information on this can be found in the vehicle's operating instructions or can be obtained by calling SIXT). The hirer must inform SIXT of this refill when returning the vehicle and will be reimbursed the invoice amount for this refill upon presentation of the invoice.
10. If the hirer refills the AdBlue® tank for other reasons and returns the vehicle with a full AdBlue® tank, the hirer must report this when returning the vehicle. In this case, the fee for AdBlue® consumption will not be charged. The costs for the refill shall also not be reimbursed. For all vehicles with an AdBlue® tank, the hirer must ensure that the AdBlue® tank is sufficiently filled up at all times, regardless of the term of the lease. When the AdBlue® warning light in the vehicle indicates a low level of AdBlue®, the hirer must top up with AdBlue® at a filling station (further information on this can be found in the vehicle's operating instructions or can be obtained by calling SIXT). The hirer shall bear unlimited liability for breaches of the above obligation during the rental period; the hirer releases SIXT from all claims brought by authorities or other third parties against SIXT due to failure to fill up the AdBlue® tank; in particular, from administrative fines. If the hirer is a consumer within the meaning of the consumer protection law; they shall therefore only be liable under this provision in the event of a fault attributable to the hirer.

If the rental period has a term of fewer than 28 days, the hirer can inform SIXT of such an AdBlue® refill when returning the vehicle and, in this case, will be reimbursed for the invoice amount for the AdBlue® refill upon presentation of the invoice. If the rental period exceeds 27 days, no reimbursement of the costs of such AdBlue® refill shall be made and the rental vehicle shall be returned at the end of the rental period with at least the AdBlue® level that corresponds to the AdBlue® level at the time the vehicle was handed over.

11. If during the rental period a warning light or similar display inside the car or a technical malfunction indicates to the driver that fluids (especially engine oil, windscreen wash, and antifreeze) need to be topped up, the hirer shall top up the required fluids. If the rental period lasts less than 28 days, the hirer can, when returning the vehicle, report that he has topped up the fluids and shall be reimbursed the costs thereof on presentation of the invoice. For rental periods lasting longer than 27 days, the hirer shall bear up to 8% of the monthly net rental charge in a given month, should this be necessary during the rental period. If the hirer incurs greater costs for topping up fluids during a rental period lasting over 27 days, he shall be reimbursed the costs thereof, on presentation of the invoice, if the costs exceed 8% of the monthly net rental charge.

B: Reservations, Pre-paid bookings

1. If Sixt confirms a reservation made by the hirer (e.g. by telephone or internet), this confirmation shall be binding on Sixt in accordance with the following provisions. This does not yet create any obligation for the hirer. The rental agreement is concluded only at the actual handover of the vehicle. If the hirer fails to pick up the vehicle by no later than one hour after the agreed time, Sixt is no longer bound by the reservation.
2. Reservations are only binding in relation to the vehicle categories, not for specific vehicle types or makes. Sixt has the right to provide a vehicle of a higher vehicle class instead of a vehicle of the reserved vehicle class (however, at the rental rate originally agreed), provided that this is justified in technical terms and is reasonable for the hirer (for example, the provision of a lorry/transporter is not deemed reasonable). In the event that there is no vehicle of the reserved vehicle class available, the hirer has the right in any case to refuse acceptance of the vehicle without giving reasons and without costs charged to him.
3. In the event of reservations abroad (these represent solely agency services by Sixt (Austria)), the rental agreement is concluded with the respective local Sixt company at the time of the vehicle handover. They are also liable for any contractual liabilities. Notwithstanding the above, Sixt (Austria) shall be liable for damages due to its own fault.
4. Where bookings are made at the pre-paid tariff (immediate payment at the time of booking), the rental agreement on the vehicle booked is concluded already at the time of this booking. Vehicles reserved at the pre-paid tariff shall be held available for collection by the hirer for the entire period booked. The paid rental fee shall therefore not be refunded in the event of failure to collect the vehicle, unless the hirer justifiably refuses to accept the vehicle offered to him by Sixt locally (e.g. because an unreasonable vehicle of a class other than the class booked is offered or special extras booked by the hirer (such as, for example, a child seat) is not available) or at the agreed time, Sixt is not at all able to provide a vehicle in accordance with the booking.

The hirer may make amendments to the pre-paid booking up to a maximum of 48 hours prior to the start of the rental period, subject to a rebooking fee of 30.00 EUR via the hotline (+43 (0) 1 505 26 40 00) or via www.sixt.at. A refund of any advance rental payment already made/refund of any difference will not be made even in the event of a rebooking (this does not apply if the rebooking was due to the fault of Sixt).

Prior to the start of the rental period, the hirer may cancel pre-paid bookings. In the event of a cancellation by the hirer, the advance rental payment already made is offset with a cancellation fee of EUR 99. If the booked rental fee (including booked extras and charges) is less than this cancellation fee, the cancellation fee is 100% of the rental fee (including booked extras and charges). If the hirer is a consumer within the meaning of the consumer protection law, the cancellation fee can be reduced judicially in accordance with Section 7 KSchG (Consumer Protection Act). A cancellation fee shall not apply if the booking was cancelled due to fault on the part of Sixt.

In accordance with Section 18 (1) Z (11) FAGG (Remote and External Business Act), the consumer does not have a general right of withdrawal in respect of the rental agreement under FAGG.

5. Sixt shall endeavour to provide any special extras requested by the hirer at the time of the reservation (child seats etc.), however, Sixt cannot guarantee this in every case. Reference is explicitly made to this as early as at the time of the reservation. Should this special accessory not be available in a particular case, this does not entitle the hirer to raise demands as a result of this. The hirer does, however, have the right in such a case to refuse acceptance of the vehicle without any costs charged to him.
6. Bookings where the vehicle is due to be picked up or delivered at a time outside the customary opening times of the respective Sixt station can only be made after first checking with this station if this is possible. Reservations where the vehicle is due to be picked up outside the customary opening hours, shall be upheld for a maximum of 30 minutes beyond the agreed time. In the event of failure to pick up the vehicle reserved outside the customary opening time, a fee of 60.00 EUR is charged. In the event that the hirer is a consumer within the meaning of the consumer protection law, this fee is only charged if the hirer is at fault for the failure to pick up the vehicle.
7. For bookings made at prepaid rates, it is not possible to apply vouchers or any other credits during or after the booking unless the conditions shown on the voucher explicitly permit the redemption of the voucher value in bookings made at prepaid rates and if the voucher value is immediately applied during the booking.

C: Documents to be presented at the time of picking up the vehicle, authorised drivers, permitted uses, journeys abroad

1. At the time of the handover of the vehicle, the hirer must present a nationally valid driving licence required to drive the vehicle, valid means of payment (see E2), as well as an ID card or a passport.

For booking at the pre-paid tariff, the payment method used at the time of the booking must be presented. If the hirer is not able to present these documents at the time of the vehicle handover, Sixt shall withdraw from the rental agreement; in such cases, claims by the hirer for non-performance are excluded. In addition, there are restrictions regarding the age for specific vehicle groups and/or the duration of holding the driving licence (for drivers below the age of 25, an additional charge in accordance with the current price list is made). A list of the provisions on the age and the driving licence can be viewed prior to the reservation on the Sixt website and at the Sixt station or an enquiry in respect of the above may be made by telephone. A charge is made for journeys to a neighbouring country. The level of this charge can be found at the Sixt rental information (retrievable at www.sixt.at/mietinformationen), and the hirer may make enquiries in this respect at any Sixt station.

In order to verify the validity of a driving licenses, the original driving license must be presented.

2. The vehicle may only be driven by the hirer or, subject to an appropriate additional fee listed in the current Sixt price lists, by other suitable persons specified to Sixt in advance by name. This restriction does not apply in the event that the hirer is a legal person or the hirer, for reasons not attributable to him (e.g. medical emergencies), is no longer able to drive the vehicle himself. In the event that the hirer does not drive the vehicle himself, he must transfer all obligations arising from the rental agreement and these conditions to this person (these persons).
3. The hirer is liable for the actions of persons to whom he has entrusted the vehicle (or to whom those persons to whom he has entrusted the vehicle entrust the same) in joint possession (see N3) as for his own actions, insofar as these actions are connected with the handing over or use of the vehicle (see item N3). The hirer is therefore not liable, in particular for damage for which Sixt is responsible. Any limitation of liability agreed in accordance with the provisions below will not take effect if the hirer (or a person

attributable to him/her) leaves the vehicle to a third party without informing Sixt about this third party in advance in accordance with the above provision and damage occurs to the vehicle during this time (through no fault of Sixt).

4. The hirer may operate the vehicle only if he has a driving licence valid at this point in time and at the place of operation. In Austria, a foreign driving licence is valid if it has been issued by a Contracting Party to the Paris Convention relating to the movement of motor vehicles, BGBl. (Federal Law Gazette) No. 304/1930, the Geneva Convention on Road Traffic, BGBl. No. 222/1955, or the Vienna Convention on Road Traffic, BGBl. No. 289/1982. A driving licence not issued in Latin script (Arabic, Japanese, Cyrillic, etc.) must be supplemented by an international driving licence. If the hirer entrusts the vehicle to a third party within the meaning of the above provision, the hirer must first check independently whether this driver is in possession of a valid driving licence. Insofar as it is specified for the specific vehicle from Sixt that the hirer has held the driving licence already for a specific period of time, he must comply with this provision also in the event of entrusting the vehicle to another person (and, if necessary, consult with Sixt prior to the handover of the vehicle).
5. The vehicle may only be used in public road traffic (including reinforced private roads and car parks), but not for driving school purposes. Furthermore, the vehicle may not be used for:

- motor sport purposes, in particular driving events where the purpose is the attainment of high speeds, or for associated practice drives,
- for vehicle testing or driver safety 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 the transport of highly flammable, toxic or otherwise dangerous substances
- for travel off reinforced (asphalted, concrete, paved, or similar (compacted) surface) roads.

The prohibition of driving off paved roads does not apply to vehicles that were expressly designated as "off-road vehicle" or "all-terrain vehicle" or rented out as such by Sixt on the occasion of the rental. In this case, the vehicle may only be used in the form or on the terrain as described in the operation manual of the vehicle (placed in the glove compartment).

- for conduct not in keeping with the nature of the motor vehicle in accordance with Section 102 (3) (c) KFG (law on motor vehicles, that is
 - the performance of a starting acceleration, deceleration or skidding movement that is not situation-related, with excessive slippage on one or more wheels that occurs not only for a short time, in particular with resulting noise development,
 - the non-situational use of the motor vehicle where there is not contact between the road surface and all wheels at all times, or
- 6. Drifting or rapid circling of the vehicle around its own axis at the stand. The hirer is obliged to properly secure the load he has stowed in the vehicle (in particular against any slipping) and to ensure that all persons travelling with him use the safety belts provided in accordance with the regulations for the entire duration of the journey.
- 7. The hirer is not permitted to take the vehicle to countries that, according to the information in the rental agreement, are not approved by Sixt in general or for the rented vehicle make or the rented vehicle model. Any Sixt branch can provide information on this. Prior to setting off on an international trip, the hirer must actively ascertain whether the intended destination country falls within this restriction.
- 8. Any culpable, even merely negligent breach of the above provisions (Z 1, 2, 4-7) shall render the hirer fully liable to Sixt for any damage caused thereby or in the process (including appropriate legal costs) (insofar as Sixt itself is not at fault). Any agreed limitation of liability shall be ineffective in the event of such a breach.

D: Rental price and Default interest

1. If the vehicle is not returned to the same Sixt station where it was rented from, the hirer will be liable to Sixt for payment of the one-way rental fee applicable at the time of rental, unless otherwise agreed in writing (restriction to written form does not apply to consumers). The amount of the one-way rental fee can be found in the Sixt rental information (retrievable at www.sixt.at/miet-informationen) and can be requested at any Sixt station. If the return at another station is already agreed upon conclusion of the contract, the hirer will also be informed of the amount of the one-way rental fee at the time of booking or displayed and specified in the rental agreement.
2. The rental price is in principle deemed to be the tariffs valid at the time of the rental, in accordance with the price list(s), the conditions of which are available at the Sixt premises, unless a specific rental fee has been agreed. Costs for fuelling, petrol, service charges, as well as delivery and collection charges are not included in the rental fee. Special prices and price reductions apply only in the case of payment in full and by the due date. If payment is culpably not made on time, any discounts granted compared to the current price list will be charged.
3. In the event of default in payment for which the hirer is responsible - with regard to the rental fee or with regard to other claims (for damages) resulting from the rental relationship - interest on arrears of 12% p.a. (if the hirer is a consumer within the meaning of the consumer protection law 4% p.a.) are due. For reminders, additional reminder fees in the amount of EUR 18.00 including VAT per reminder will be charged, unless this amount would be disproportionate to the amount of the demand for payment.
4. A specific station as the place for the return of the vehicle at the end of the rental period, as well as a specific time for the return, is agreed in the rental agreement. If the vehicle is returned to a different location than agreed in the rental agreement, the hirer shall pay an additional fee (in addition to the fee for one-way rentals specified in point D.1.). ("flexi return location" fee) to cover the additional costs for this return to a different location that has not been agreed. If the vehicle is returned later than the time agreed in the rental agreement and the hirer did not, before the end of the rental period inform SIXT of this delay and of the extent of this delay by telephoning +43 (0) 1 505 26 40 or visiting any SIXT station in person, the hirer shall also pay (in addition to any additional rental fee due for prolonged use under point J.3) a "flexi late return fee" to cover the addition costs of this unannounced late return. If the hirer is a consumer within the meaning of the Consumer Protection Act, he shall not be liable to pay these additional charges if he is not at fault for the failure to report the delay. The amount of the flexi return fee can be found in the SIXT rental information (retrievable at www.sixt.at/mietinformationen) and can be requested by the hirer at any SIXT station or by telephoning SIXT.

E: Due date, Payment conditions, Payment methods, Security deposit, and Electronic invoicing

1. The rental fee (plus other agreed fees such as, for example, liability waivers, delivery costs, airport charges, etc.) plus VAT at the applicable statutory rate must be paid in full for the entire agreed rental period, i.e. refunds will not be made in the event of late collection or early return of the vehicle (unless this reduction in the period of use was the fault of Sixt). The rental fee is due at the start of the rental period, for bookings at the pre-paid tariff, as early as the conclusion of the booking. In the case of international bookings at the pre-paid tariff, Sixt is categorically acting merely as collection agent for collecting the rental fee due at the time the booking was made. If the agreed rental period exceeds a period of 28 days, the rental fee shall be payable in periods of 28 days and at the beginning of each period.
2. For renting a vehicle, it is categorically required to present a valid means of payment. Valid means of payment are all credit and debit cards from internationally accepted 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, whereas any pre-paid cards cannot be accepted. Cash payments are not accepted.
3. The hirer has an obligation to pay a deposit in addition to the rental fee at the beginning of the rental period as security for the fulfilment of his obligations. The amount of the security deposit is dependent on the vehicle class of the hired vehicle and is based on the table below (e.g. vehicle group CDMR = C***; the security deposit is therefore 300.00 Euros). The vehicle group of a vehicle can be established at any time online at www.sixt.at/funnel/#!/fleet/selectcar/AT or requested by telephone or at any Sixt station. The vehicle group is also listed in the booking confirmation and the rental agreement.

Car		
Vehicle group	Security deposit	Currency
M***, E***, C***, I***, S***	300,00	EUR

F***, P***, L***	500,00	EUR
X***	750,00	EUR
Luxury	2.000,00	EUR
Truck		
Vehicle group	Security deposit	Currency
A, B, C, D, G, P, S, T, V, W	200,00	EUR

If the hirer uses a credit card as a means of payment, the amount of the security deposit shall be reserved on the same upon conclusion of the contract and shall only be debited in the event of the necessary use of the deposit within the meaning of the following provision. If the hirer uses Debit, Maestro, or V Pay cards as a payment method, the amount of the security deposit will be debited from the hirer's account via this card when the contract is concluded.

SIXT is entitled to cover justifiably existing and due outstanding claims from the rental relationship from this deposit after they have become due.

If the hirer has properly returned the rented vehicle and fulfilled all his payment obligations resulting from the rental agreement, Sixt will arrange within 3 bank working days for the deposit amount debited from the hirer's account to be transferred back or, if a credit card is used as a means of payment, for the reservation of the deposit amount made to be cancelled. Sixt is not responsible for the duration of the processing by the bank or credit card institution holding the account for the hirer.

4. Unless otherwise agreed, the rental fee, all other agreed charges, and the security deposit shall be settled via the hirer's means of payment (see E 2). The hirer shall ensure that such a settlement is always possible (due to appropriate account coverage). If this is not the case, the hirer shall be liable to Sixt for all additional costs incurred as a result (in particular chargeback fees, default interest, etc.). If settlement via the means of payment presented by the hirer is not possible, Sixt is entitled to terminate the rental relationship with immediate effect.
5. (The entire provision of this item E5 only applies if the hirer is not a consumer within the meaning of the consumer protection law)

The hirer agrees that invoices of the lessor are always sent in electronic form to the specified invoice recipient.

The hirer agrees that he will no longer receive paper invoices and that the rental company will send an electronic invoice complying with the statutory requirements to the e-mail address on file.

The hirer may object to the sending of invoices in electronic form at any time. In this case, the rental firm will provide the hirer with the invoice in paper form. In this case, the hirer shall bear the additional costs for sending the invoice in paper form and the postage for this.

The hirer is responsible for ensuring that electronic invoices can be sent to him or, if agreed, collected by him in electronic form. The hirer shall be responsible for any faults in the reception equipment or other circumstances that prevent access. An invoice is deemed as received as soon as it has arrived in the domain of the hirer. If the rental firm only sends a notification and the hirer can retrieve the invoice himself/herself, or the rental firm provides the invoice for retrieval, the invoice is deemed to be delivered when it has been retrieved by the hirer. The hirer has an obligation to retrieve the invoices provided at reasonable intervals.

If an invoice has not been delivered or cannot be received, the hirer shall notify the rental company of this immediately. In this case, the rental firm shall resend a copy of the invoice, marking this one as "copy". If the problem with the opportunity of sending the invoice is not resolved in a timely manner, the rental firm has a right to send the invoices in paper form until the problem has been eliminated. The costs for sending the paper invoices shall be borne by the hirer.

If the hirer is provided with access data, user names, or passwords by the rental company, these must be protected against access by unauthorised persons and treated strictly confidential. If the hirer becomes aware of the fact that the information has been obtained by unauthorised persons, he must notify the renting firm of this immediately.

F: Insurance

1. The rented vehicle is insured for third party liability under the insurance conditions customary in Austria and with the minimum insurance sum valid for Austria. The insurance is limited to Europe in a geographical sense. If a claim is made against Sixt by a third party due to damage caused by the hirer or by persons to whom the hirer has left the vehicle (without SIXT being at fault), without this insurance cover (in its entirety) being effective, the hirer must fully indemnify and hold Sixt harmless in this respect. Is the hirer a consumer within the meaning of the consumer protection law, he shall not be liable if he is not at fault for the damage.
2. In any case, the use of the vehicles for the transport of hazardous substances subject to authorisation is excluded from the insurance.

G: Accidents, Theft, Obligation to notify

1. After an accident, theft, fire, or damage caused by game the Hire must notify the police without delay. Even in the case of purely material damage, the nearest police station must be requested to record the accident within the meaning of S. 4 (5) (a) StVO (Road Traffic Regulations). Should the police refuse to record the accident, the hirer must prove this to the renting firm in an appropriate form (e.g. written confirmation from the police or details (including day and time) of which police station was notified by telephone but refused to record the damage). If no third party has been harmed due to the accident or, in the case of purely material damage, data could be exchanged, within the meaning of S. 4 (5) StVO, with the third party that has been harmed, notification of the closest police station may exceptionally be waived if the damage to the SIXT vehicle was merely minor damage to the paintwork (scratches or similar). In such case, the hirer has, however, in any event a duty to report this damage to SIXT by submitting an accident report within the meaning of the following provisions. If the SIXT vehicle has been damaged by an unknown third party (parking damage, hit-and-run accident), the hirer shall, however, in any case, therefore also in the event of minor damage, notify the closest police station without delay and request the damage to be recorded.
2. The hirer shall assist in establishing the facts as far as possible and shall refrain from doing anything that makes such an assessment more difficult or prevents it from being carried out. However, without prior consultation with SIXT, the hirer may not make any admission of fault towards third parties.
3. In the event of damage, the hirer is obliged to inform SIXT immediately, at the latest two days after the incident, of all the details in writing using the accident report that has been carefully and completely filled out in all points and is located with the vehicle documents (stating all potential witnesses known to him).
4. An intentional or grossly negligent violation of the obligations mentioned in points G.1 - G.3 (obligations within the meaning of § 6 of the Insurance Contract Act - VersVG) leads to the insurer being released from performance or the loss of any agreed limitation of liability, provided that this violation is based on the determination of the insured event, the determination or the scope of the insurance benefit and/or the determination or scope of the lessee's obligation to pay damages towards SIXT or was done with the intention of influencing these performance obligations or impairing the determination of these circumstances.
5. The hirer is liable regardless of any agreed limitation of liability in the sense of point I.3 towards SIXT for all damages (in particular appropriate, necessary and - insofar as it is an out-of-court assertion - also in a reasonable proportion to the claim made, legal costs) resulting from culpably incorrect information provided by him about the course of the accident. Is the hirer a consumer within the meaning of the Consumer Protection Act, this liability for incorrect information only applies in the event of gross negligence or intent.

H: Liability of SIXT

1. In any case, SIXT is liable in cases of its own intent or gross negligence as well as for personal injury. The claim for damages due to the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract (this limitation of liability applies in the event that the hirer is a consumer within the meaning of the Consumer Protection Act, only in the case of damage caused by SIXT or persons whose behaviour is attributable to SIXT through slight negligence). Liability on the part of SIXT for lost profits is excluded (this limitation of liability applies in the event that the hirer is a consumer within the meaning of the the meaning of the Consumer Protection Act, only in the case of damage caused by SIXT or persons whose behaviour is attributable to SIXT through slight negligence).
2. SIXT is not liable for items taken into the vehicle by the hirer or anything that is stolen, damaged or left behind when the vehicle is returned. This exclusion of liability does not apply in the event of intent or gross negligence on the part of SIXT or persons whose behaviour is attributable to SIXT according to the statutory provisions.

I: Hirer's Liability, Limitation of Liability Agreement

1. Unless otherwise expressly agreed in individual cases, the hirer is liable to SIXT for all damage to the vehicle and its equipment or for the loss (theft, etc.) of the vehicle (and its equipment), insofar as this damage or loss occurs during the period from when the vehicle was picked up until it was returned. Unless the hirer is a consumer within the meaning of the Consumer Protection Act, this liability is not considered to be the hirer's fault for the damage that has occurred. However, the hirer is not liable insofar as this damage was caused by SIXT or by persons whose behaviour is attributable to SIXT according to the statutory provisions or is attributable to manufacturing defects or natural wear and tear.
2. In particular, the hirer must return the vehicle in the condition in which he received it (subject to normal wear and tear for the rental period and the number of kilometres driven).
3. The hirer can limit liability for damage from accidents/theft by paying a special fee according to the price list to the agreed deductible (contractual limitation of liability). In this case, he is only liable for damage from traffic accidents and/or theft or wilful damage to the vehicle by third parties, beyond the agreed deductible, if:
 - he or persons to whom he left the vehicle caused the damage through intent or gross negligence;
 - the vehicle was driven (was made available to a person) with the knowledge and consent of the hirer at the time of the damage, who was not named in advance to Sixt in breach of provision C2 of these conditions;
 - the driver of the vehicle did not have a valid driver's license at the time of the accident or the driver's ability to drive was impaired by alcohol, drugs or similar reasons;
 - the vehicle was being used at the time of the damage contrary to the provision of point C.5-7 of these conditions;
 - one of the obligations (obligations) mentioned in point G of these conditions was violated (this with the restriction according to G.4);
 - he or the driver to whom he gave the vehicle escaped from the accident, insofar as the legitimate interests of SIXT in determining the damage were generally impaired, unless the breach of duty was not intentional or grossly negligent;
 - the damage did not occur during the agreed rental contract period (i.e. in particular if the vehicle was returned late);
 - The damage occurred during an unauthorized trip abroad (see C.7).
4. Furthermore, a limitation of liability within the meaning of the above condition does not apply to damage caused by operating errors, incorrect refuelling (if the hirer is a consumer within the meaning of the Consumer Protection Act, this only applies if the hirer is at fault), slipping of cargo, braking manoeuvres for which the hirer is responsible, improper handling of snow chains or luggage carriers, improper loading, driving off-road, not closing hoods/windows in the rain and wind, not observing the maximum height and width of the vehicle (for driveways, bridges, tunnels, etc.) and insufficient vehicle security (unlocked vehicle, leaving the key in) etc. It also does not apply to damage or soiling of the vehicle interior caused by the hirer and his passengers (e.g. burn holes in the seats, etc.), insofar as these are not direct consequences of the accident, or for the costs of replacing lost vehicle keys or vehicle documents. In all of these cases, despite the contractually agreed limitation of liability, the hirer's liability within the meaning of the above provision I.1 with regard to the entire damage remains.
5. Such an agreed limitation of liability can under no circumstances trigger liability on the part of Sixt for items brought into the vehicle by the hirer and items that are damaged or stolen there.
6. If the vehicle is left inadequately secured by the hirer without suitable supervision (unlocked or with the vehicle key left in the vehicle) or if the hirer leaves valuables in the vehicle in such a way that they are visible from the outside, theft or burglary are considered grossly negligent in the sense of paragraph 3, so that any agreed limitation of liability will not take effect in this case.
7. In addition to the limitation of liability mentioned in Section 3 of this provision, the hirer can also agree on a partial limitation of liability to a certain deductible by paying a correspondingly lower additional fee. In the event of such an agreement, the hirer is not liable, apart from the contractually agreed deductible, for damage caused by the direct effects of lightning, rock falls, falling rocks, landslides, avalanches, snow pressure, hail, high water, floods, storms (weather-related air movements of more than 60 km/ h), fire, explosion, theft, robbery or the moving vehicle coming into contact with furred game on public roads. This limitation of liability does not include damage that is due to culpable behaviour on the part of the hirer or the driver, albeit caused by one of the above-mentioned forces of nature.

The provision of point I.3 also applies accordingly to an agreed partial limitation of liability. The provisions of sections 4 to 6 also apply accordingly to this partial limitation of liability.

8. By paying an additional fee, an 'interior protection' protection package that goes beyond the protection of the contractual liability limitation can be booked. When booking and paying for the 'interior protection' protection package, there is no liability for:
- Damage and contamination of the interiors of a loading space/luggage compartment/top box during the operation of the vehicle as well as for the loading and unloading of the vehicle;
 - Damage and soiling of the vehicle interior or the interior of the driver and/or passenger cabin.
- An exclusion of liability or a limitation of liability through a protection package does not apply in the cases specified in point I.3. Point I.5 also applies to agreed protection packages.

9. If there is no (partial) liability limitation within the meaning of the above provisions, the hirer must compensate SIXT for the entire damage. SIXT will prove the amount of this damage to the hirer by submitting invoices or by reports from qualified (court-certified) experts.
- If the hirer is at fault for the damage that has occurred, SIXT is entitled to charge the hirer a one-time lump sum for processing, general expenses and frustrated costs of EUR 84 including VAT (for a total loss EUR 120) per claim in addition to the proven amount of damage.

If the hirer contests the accuracy of the damage calculation submitted by SIXT, he is entitled to obtain an expert opinion from a qualified, court-certified expert himself within a period of 4 weeks. For this purpose, SIXT will, if requested, provide him with the photos taken by the expert of the damaged vehicle. If this report shows a lower amount of damage, this is due to be paid immediately. With regard to any difference between the two expert opinions, the parties will try to reach an amicable solution. If this is not possible within a further 4 weeks, SIXT is entitled to seek judicial clarification. If such an agreement or court decision shows that the amount of damage determined by the hirer's expert was correct (and the value determined by SIXT was therefore wrong), SIXT will reimburse the hirer for the reasonable and appropriate costs of its expert.

10. If a limitation of liability has been agreed and the actual damage (calculated according to the above provision) is less than the agreed deductible, only the actual damage will be charged to the hirer.
11. If, between the pick-up and return of the vehicle by the hirer, several damages have occurred to the vehicle for which the hirer is responsible according to the above provisions and which do not result from a uniform occurrence of an accident, the hirer must pay the agreed deductible per case of damage if the limitation of liability has been agreed (however, the above provision on lower amounts of damage applies mutatis mutandis).
12. In the event of damage, it is up to SIXT to use the accident report submitted by the hirer and the other available information about the accident to assess the prospects of success in asserting a claim against third parties and to act accordingly. If the hirer does not agree with this assessment, he can demand that SIXT clarify the question of guilt against the other party in court. SIXT will then arrange for such clarification, provided that this does not appear to be hopeless on the one hand and the hirer on the other hand makes a declaration to SIXT in the event that his representation or assessment of fault turns out to be incorrect in court, with regard to all appropriate costs of such to indemnify and make court proceedings harmless. In this case, SIXT is entitled to initiate the procedure by paying a sufficient security deposit for these procedural costs (to be specified by SIXT in terms of the amount in individual cases and to be justified in view of the amount in dispute and the expected duration of the procedure) as well as the submission of a declaration of waiver of the defence of the statute of limitations (up to three months after completion of such a procedure).
13. A deductible agreed as part of the (partial) liability limitation is also due for payment in full if the hirer is only partially at fault for damage. The above provision of Section 10 applies accordingly (the full deductible is only to be borne by the hirer if the percentage of the actual damage corresponding to his contributory negligence rate in the sense of point I.8 is higher than the agreed deductible).
14. In any case, the hirer is liable for breaches of statutory provisions (for which SIXT is not responsible) committed during the rental period by himself or by persons for whom he is responsible within the meaning of the above provisions, in particular traffic and regulatory regulations. This does not apply in the event that the hirer is a consumer within the meaning of the Consumer Protection Act, if the hirer or persons for whom he is responsible are not at fault for the breach. The hirer shall indemnify SIXT against all claims and actions with regard to all administrative penalties, fees, and other costs (in particular any reasonable legal costs) incurred as a result of such breaches for which he is responsible, which the authorities charge due to such breaches committed by SIXT as the owner of the vehicle. In the event of requests for information from authorised authorities, SIXT will pass on the hirer's data accordingly. As compensation for the administrative costs incurred by SIXT for the processing of enquiries that the authorities send to them to investigate administrative offences and criminal offences committed during the rental period, SIXT receives fixed administration fee for each enquiry from the authorities. The amount of the fixed administration fee can be found in the SIXT rental information (retrievable at www.sixt.at/mietinformationen) and can be requested by the hirer at any SIXT station or by telephoning SIXT. SIXT shall have the right to assert further demonstrable losses, but this does not apply if the hirer is a consumer within the meaning of the Consumer Protection Act.

15. The hirer must ensure the timely and complete payment of the motorway toll when using motorways with a rented truck that is subject to toll and shall indemnify and hold SIXT harmless in this regard. The same applies, also for rented cars, for the use of toll routes in Germany and abroad, provided that the vehicle is not already equipped with a corresponding toll sticker.
16. When driving or parking the vehicle, the hirer must observe all relevant regulations and the rights of third parties. In particular, the vehicle may not be parked on the private property of third parties without the appropriate permission from authorized persons. If violations of this provision are alleged by third parties, SIXT will, upon request, disclose the name and address of the hirer to this third party so that the same can assert any related claims directly against the hirer. If SIXT is nevertheless sued by a third party for actions or omissions on the part of the hirer (in particular by way of actions for trespassing or injunctive relief), SIXT will announce the dispute to the hirer in these proceedings in order to give him the opportunity to ward off the claims of the third party. If the proceedings show that there was culpable behaviour on the part of the hirer or persons for whom he is responsible, he must indemnify and hold SIXT harmless with regard to all damages and disadvantages (including the costs of the proceedings).
17. To simplify processing, SIXT is entitled to charge the hirer a one-time flat rate of EUR 50 for minor damage to the vehicle instead of assessing the damage and charging the actual costs for the assessment and repair of the damage if the minor damage arises during the rental period and is the fault of the tenant. This does not apply if the expected actual costs for the assessment and repair of the minor damage are significantly lower than this lump sum or if SIXT already knows the amount of the actual damage.

J: Return of the Vehicle

1. The rental contract ends at the agreed time (day and time) and can be extended within the scope of this contract with the prior consent of SIXT, provided that the hirer notifies SIXT of the extension three days before the end of the agreed rental period. If the vehicle is exchanged and the rental period is longer than 28 days, the initial rental contract applies.
2. Unless expressly agreed otherwise in the rental agreement, the hirer is obliged to return the vehicle to SIXT on the last day of the rental period at the agreed location during normal business hours, which are posted in SIXT's business premises (see also www.sixt.at). The vehicle must be cleared and cleaned of the hirer's own belongings or persons attributable to him when it is returned.
3. If the hirer does not return the vehicle or the vehicle key to SIXT at the end of the rental period – even through no fault of his own – SIXT is entitled to demand a fee for the duration of the withholding as compensation for use in excess of the agreed duration of hire, at the previously agreed amount. In addition, the hirer shall be obliged to pay the “flexi late return” fee according to point D.4. if, before the end of the rental period, he does not inform SIXT of this delay and the extent of this delay by telephone or in person (further details in point D.4). If the hirer is a consumer within the meaning of the Consumer Protection Act, he shall not be liable to pay this “flexi late return” fee if he is not at fault for failing to report the delay promptly. The assertion of further losses is expressly reserved. This does not apply in the event that the hirer is a consumer within the meaning of the Consumer Protection Act.
4. Special tariffs are only valid for the period offered and with payment in accordance with the agreement. If the hirer is responsible for exceeding the period of time or in default of payment, the normal rate applies from the agreed time for the provision according to the current price list available in the SIXT business premises, which can be requested by telephone from SIXT and can be downloaded from www.sixt.at. SIXT expressly reserves the right to claim any further damage. This does not apply in the event that the hirer is a consumer within the meaning of the Consumer Protection Act.
5. In the event of a delayed return of the vehicle - for which the hirer is responsible - any liability limitation agreed in the sense of point I. of these conditions is no longer effective from the originally agreed return date (since the fee paid by the hirer for the limitation of liability only covers the period up to the agreed return covers). This does not apply if the delayed return is due to reasons for which SIXT is responsible.
6. SIXT can terminate the rental agreement without notice if
 - the hirer is more than seven days in arrears with his payments from the contractual relationship with SIXT,
 - payments made using the means of payment presented by the hirer in connection with the contractual relationship with SIXT are not redeemed or are reversed,
 - the hirer uses the rented vehicle contrary to the provisions of this rental agreement.

Is the hirer a consumer within the meaning of the the meaning of the Consumer Protection Act, this right of early termination by SIXT only applies if the hirer is at fault for the above-mentioned circumstances and these circumstances are so serious that SIXT is at risk of serious damage that is not just minor if the tenancy continues.

If SIXT terminates a rental agreement, the hirer is obliged to immediately return the vehicle to SIXT together with the vehicle documents, all accessories and all vehicle keys.

7. In the case of long-term rentals (rentals with an agreed rental period of more than 27 days), the hirer has an obligation to return the vehicle when the mileage stated in the rental agreement is reached, but no later than on the last rental day stated in the rental contract. In the event that the hirer exceeds the mileage specified in the rental agreement by more than 100 km and/or returns the vehicle after the date specified in the rental agreement, he is obliged to pay a contractual penalty of EUR 500; this does not apply if the hirer proves that SIXT has suffered no damage or less damage. If the mileage stated in the rental contract is reached, the hirer will receive a replacement vehicle of equal value for the remaining rental period upon return of the vehicle. Reference is made to the judicial right to reduce this contractual penalty in accordance with Section 1336 (2) ABGB.
8. If the vehicle is returned in an excessively dirty or smelly condition, requiring special cleaning, the hirer shall be liable to SIXT for payment of the costs of the special cleaning. If the hirer is a consumer within the meaning of the Consumer Protection Act, he is liable for the costs of the special cleaning only if he is at fault for the dirt or smell.

K: SIXT Express Service/Master Agreement

1. With the conclusion of the Master Agreement, these General Rental Conditions of SIXT GmbH apply to all rental contracts within the framework of the SIXT Express Service in addition to the special conditions.
2. When using the SIXT Express Service, the hirer accepts the offer to rent by printing out a corresponding rental agreement and collecting the vehicle key either at the SIXT counter or at the SIXT key safe.
3. When using the SIXT Express Service, the hirer recognizes the rental contract that he receives with every rental as binding, even without having to sign.
4. The hirer expressly assures that he is in possession of a valid driver's license when the rental agreement is concluded. He undertakes to inform SIXT of all changes regarding his driver's license, his address and his means of payment (E2) named in the Master Agreement until the conclusion of the respective follow-up rental agreement.

L: Direct debit authorization of the tenant

The hirer authorizes SIXT to debit all rental car costs and all other claims associated with the rental agreement (including claims for damages and deductibles) from the means of payment (E2) presented upon conclusion of the rental agreement, named in the rental agreement or subsequently presented or additionally named. Is the hirer a consumer within the meaning of the Consumer Protection Act, this only applies to the agreed rental fee and the deposit in the sense of point E.3 of these conditions.

M: Data protection clause

1. In the course of initiating and processing contracts, SIXT processes personal data of the hirer and additional drivers within the meaning of point C.2. More information about this data processing and your resulting rights can be found at <https://www.sixt.at/information/data-protection-notes/> or you can get the same at any SIXT station. Please address your questions on the subject of data protection to dataprotection@sixt.com.
2. The name, address and rental data of the hirer will be transmitted by SIXT to the respective authority in the event of justified official inquiries, or to this third party in the event of an alleged infringement of the rights of third parties (e.g. in the event of trespassing).
3. As a result of the use of a navigation device, the navigation data entered during the rental period may be stored in the vehicle. If cell phones or other devices are paired with the vehicle, data from these devices may also be stored in the vehicle. The hirer/driver is responsible for deleting the aforementioned data before returning the vehicle. Such deletion can be accomplished by resetting the vehicle's navigation and communications systems to factory defaults. Instructions for this can be found in the

operating instructions located in the glove compartment. If the hirer omits such a deletion, this data can possibly be viewed by subsequent hirer's of the vehicle. SIXT is not obliged to delete or back up the aforementioned data. The hirer must indemnify and hold SIXT harmless in the event of misuse of such data by third parties.

N: General Provisions

1. This contract is subject to Austrian law to the exclusion of its international reference standards. The hirer's obligation to comply with the locally applicable law when traveling abroad remains unaffected.
2. Offsetting against claims by SIXT is only permitted with undisputed, legally established claims or claims of the hirer that are in direct legal connection with the rental agreement.
3. Several tenants are jointly and severally liable for SIXT claims arising from this contractual relationship (i.e. each is liable up to the full amount of the claim). The hirer is also liable to SIXT for the actions of the persons to whom he leaves the vehicle - with or without the consent of SIXT - for use (or to whom the persons to whom he has left the vehicle leave the same) as well as for damage caused by these persons jointly handed, insofar as this action or this damage is related to the transfer or use of the vehicle (see also point C3).
4. Where personal expressions are used in these terms, they apply equally to men and women.
5. Should a provision of the rental agreement or these conditions be or become invalid, this does not affect the validity of the remaining provisions. This does not apply in the event that the hirer is a consumer within the meaning of the Consumer Protection Act.

O: Jurisdiction, written form

1. Verbal subsidiary agreements do not exist or cease to apply once the contract has been signed. Changes, including this provision, must be made in writing. However, this does not apply to consumers within the meaning of the Consumer Protection Act.
2. Sole place of jurisdiction is the competent court for Vienna, Inner City. If the hirer is a consumer within the meaning of the Consumer Protection Act, the place of jurisdiction is the court responsible for the hirer's place of residence. The hirer can also bring an action against SIXT at the aforementioned court.

P: Supplementary provisions for digital rental with the Sixt app

1. The provisions of this point "P" apply to rentals in which the hirer does not take over a vehicle by means of digital rental from an employee of a Sixt station, but starts the rental via the Sixt app (Smartphone-app or mobile web application) and takes over the vehicle using the Sixt app (e.g. Mobile Check-in).
2. The term of the individual rental contract for the digital rental of a vehicle begins when the hirer starts it via the Sixt app. Any previous damage to the vehicle can be seen via the app. Before starting the journey, the hirer is obliged to check whether any damage to the vehicle has already been documented. In the event of new damage, the hirer must inform Sixt in the Sixt app using the relevant function.
3. By registering for digital rental in the Sixt app, the hirer's smartphone becomes a virtual vehicle key, unless it has been agreed that the hirer will receive the vehicle keys in another way.
4. 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. As soon as the hirer has ended the rental via the Sixt app (if it has been agreed that the hirer can end the rental via the Sixt app), the vehicle can no longer be started.
5. The hirer may not disclose the access data (e.g. login, PIN, username, password, etc.) for the services provided by SIXT (e.g. for the Sixt App, user account, etc.) to third parties and must ensure that these are not accessible to third parties. Written records of access data must not be kept in close proximity to the access data and must not be stored unsecured on the smartphone. The loss of access data must be reported to SIXT immediately by email (fuehrerschein@sixt.com). The access data is not transferrable.
6. For specific services, SIXT requests the hirer at regular intervals to verify that he/she holds a valid driving licence. If the hirer wishes to use services such as digital renting (e.g. Mobile Check-in), he/she has an obligation to present his/her driving licence to SIXT prior to starting the rental, corresponding to the processes specified by SIXT.

7. The hirer is obliged to notify Sixt immediately by e-mail (fuehrerschein@sixt.com) of the withdrawal of the driver's license and all circumstances restricting the driver's license (e.g. restriction of the driver's license, temporary seizure or confiscation of the driver's license or a judicial or official driving ban). In addition to clause <mailto:fuehrerschein@sixt.com>, the use of SIXT's digital services for the rental of vehicles is prohibited if the hirer's driving licence is revoked or if other circumstances restricting the driving licence occur (e.g. restriction of the driving licence, temporary seizure or confiscation of the driving licence or a driving ban imposed by a court or the authorities). If one of these circumstances arise, the hirer is prohibited from continuing the hire of a vehicle, or the entitlement to drive a hired vehicle ends or is suspended with immediate effect.