



# **GENERAL TERMS AND CONDITIONS OF RENTALS FOR SIXT+**

of

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- hereinafter referred to as  
« Sixt »

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## General terms and conditions for rentals with SIXT+

SIXT+ is a product ("SIXT+ Product") offered by Sixt SAS (hereinafter referred to as "Sixt") to its customers (hereinafter jointly referred to as "Customer") consisting of a flexible online subscription taken out on the sixt.fr website. In return for a subscription fee and a monthly payment, this subscription allows Customers to rent a vehicle of a chosen category for a 30-day period, which is renewed automatically, unless terminated at any time by the Customer, as well as to benefit from services associated with a SIXT+ product ("SIXT+ Services").

Subscriptions to a SIXT+ product can only be taken out on line on the Sixt website or application, with Customers required to install the Sixt application for the purpose of monitoring the subscription and to benefit from SIXT+ services.

### **A : Scope**

SIXT+ Product and Services are subject to these SIXT+ General Terms and Conditions of Rental ("SIXT+ GTC"), and to the SIXT General Terms and Conditions of Rental ("GTC"), in their current version at the time of the rental, and to the special terms and conditions resulting from the SIXT+ rental agreement provided to the customer at the time of subscription and at each renewal.

The SIXT+ GTC and the GTC in force in France can be viewed at any time on the sixt.fr website.

All other general terms and conditions pertaining to the Customer shall not apply.

Sixt may update and modify the SIXT+ GTC and/or the SIXT+ Services during the term of the rental agreement concluded with the Customer, provided that such changes do not unduly disadvantage the Customer. In this respect, Sixt shall only make changes during the term of the rental agreement under the following conditions: (i) when such changes are necessary for legal, regulatory or safety reasons, or (ii) to continue the development or optimisation of existing SIXT+ Services, or (iii) to take into account technological advances and make technical adaptations, or (iv) to keep Sixt vehicles operational, provided that such changes under points (ii) to (iv) do not result in a substantial reduction in the services agreed under the rental agreement.

## **B : Use of SIXT+ vehicle and services**

1. Purpose of the agreement: When entering into a SIXT+ agreement, the Customer may rent a vehicle from participating Sixt branches located in selected cities in France, under the conditions applicable at the time of signing the contract, with said vehicle being returned to participating Sixt branches located in France. The applicable terms and conditions, as well as an up-to-date list of participating cities, can be viewed in the online booking section at <https://www.sixt.fr/plus> or in the Sixt application.
2. Vehicle: The Customer rents a vehicle from the selected category for the duration of the contract. The Customer is not guaranteed to receive a particular model and has no right to a specific vehicle.
3. Swapping vehicles during the rental term: As Sixt is a premium provider, it only holds vehicles, including vehicles subject to these GTC, for a certain period of time and until a certain mileage is reached. Therefore, Sixt is entitled, during the term of the contract, to swap the vehicle provided to the Customer if the vehicle has been held by the company for a certain period of time or has reached a certain mileage. Depending on this holding period or the mileage, it may be necessary to swap a vehicle provided to a customer with another vehicle of equal value, i.e. belonging to the category agreed in the contract, during the term of the contract. The Customer shall be informed in a timely manner of the need to exchange the vehicle by the relevant Sixt branch. The Customer shall then be required to return the vehicle on the date, time and to the branch specified by the latter, and to comply with any other measures that may be required for the vehicle exchange.

Vehicle exchange during the term of the contract due to the mileage limit or the holding period of the vehicle provided to the Customer being reached may not be considered a vehicle return, as defined in point E.2 hereof, nor as an early termination of the contractual relationship.

If the Customer fails to return the vehicle or fails to return the vehicle on time at the specified date, a service fee (standardised compensation) shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Germany under <https://www.sixt.fr/autres-services/informations-generales/>. 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

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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. Change of vehicle category at the Customer's request during the rental period: If the customer wishes to change to another vehicle category or to another vehicle model of the same vehicle category during the term of the contract, he can submit a request to Sixt once per billing period ("desired exchange"). Sixt will check the request accordingly and, if necessary, make the customer an appropriate offer for a vehicle exchange. Sixt reserves the right to reject the customer's request without giving reasons. If the vehicle exchange results in a price difference between the vehicle category previously driven and the new vehicle category, price surcharges will always be calculated for the current billing period and all subsequent periods. Should a price reduction result from the vehicle exchange, the reduced price will only apply from the next billing period (in 30 days at the latest). For this desired exchange, a processing fee will be charged in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in Germany under <https://www.sixt.com/rental-information/> regardless of whether it is the same or a higher/lower vehicle category.
  
5. Cross border travel: The Customer is authorised to drive the rented vehicle in France. Use of the vehicle in Zone 1 countries (the list can be viewed in the appendix to the Sixt SAS General Terms and Conditions of Rental) is possible by paying additional fees in the form of a monthly supplement, in addition to the rental amount agreed under the contract.  
The vehicle may not be brought into countries other than those listed in Zone 1. Any breach of this prohibition shall be subject to a contractual penalty, as defined in the table of applicable fees, which can be viewed in Sixt's Rental Information for France at <https://www.sixt.fr/autres-services/informations-generales/>.
  
6. Reporting the number of kilometres driven (mileage): The SIXT+ agreement provides for a number of kilometres included in the rental amount per 30-day contractual period. To check the safety of the vehicle and the number of kilometres actually driven, the Customer is required to inform Sixt of the rental vehicle's current mileage once every 30 billing days, throughout the term of the contract. The Customer receives a request from Sixt to declare the mileage (e.g. via e-mail or in the application). This mileage declaration must be provided by the Customer no later than the last day of the billing period during which the notification was sent. If the Customer exceeds the contractually agreed mileage

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for a 30-day billing period, they will be invoiced for the additional kilometres driven, in accordance with the agreed rate. Any mileage included in the rental but not used during a billing period is credited to the Customer and can be used during a subsequent billing period.

If the Customer does not inform Sixt of the mileage driven, additional service fees may be invoiced to them, in accordance with the table of applicable fees (available at <https://www.sixt.fr/autres-services/informations-generales>). This is to compensate Sixt for the costs incurred in contacting the Customer and recording the distance driven retrospectively during the following billing period. These service fees shall not be invoiced if the Customer demonstrates that they are not responsible for the failure to declare the mileage driven.

7. Additional driver: In general, the vehicle may only be driven by the customer. However, the customer has the option to add one or more additional drivers for a fee. If the vehicle is also driven by persons other than the customer, a fee will be charged for each additional driver per billing period. The fee will be communicated to the customer in advance as part of the booking of an additional driver.

The prerequisite for the registration of an additional driver is the presentation of the original driver's license of the respective additional driver. The presentation of the original driver's license can be made at any time physically at a Sixt station or digitally via the Sixt app. In order to add an additional driver via the Sixt app, the additional driver must be registered and activated for the digital rental in the Sixt app. In the Sixt app, the additional driver will be asked to provide proof of a current driver's license during registration and at regular intervals thereafter. The supplementary provisions for the use of the Sixt App apply in accordance with the General Rental Terms and Conditions (GTC) of Sixt France.

From the time of entry, the added additional drivers will be shown as additional drivers in each billing period and charged to the customer until the entry is removed by the customer via the app or the supervising station. Upon removal of an additional driver, the customer will be charged in full for the applicable additional driver until the end of the billing period in effect at the time of removal.

## C : Conclusion of an online contract without right of withdrawal

1. Conclusion of a contract: As part of the booking process for a SIXT+ Product, the Customer either identifies himself/herself using his/her existing login credentials (email address), or registers for the first time and provides the required information. By completing the registration information, and in submitting the order by clicking on "Finalise and pay", the Customer submits a binding offer to Sixt to conclude a contract. The contract between Sixt and the Customer takes effect following a confirmation being sent (e.g. by email), usually within a short time of the Customer submitting their binding offer. In this confirmation, Sixt confirms the receipt of the Customer's order (confirmation of receipt) and the conclusion of the contract. The contract is drawn up in French.
2. Exclusion from the right of withdrawal : In accordance with Article L221-28 of the French Consumer Code, the Customer does not have any right of withdrawal. The commitment to Sixt is made as soon as the order is sent.

However, the Customer remains free to terminate the contract prior to picking up the vehicle at the branch. In this case, early cancellation fees are invoiced to the Customer. The amount of these fees can be viewed at <https://www.sixt.fr/autres-services/informations-generales>. The difference between the first rental amount paid and the cancellation fees invoiced to the Customer is reimbursed to the latter by Sixt.

## D: Picking up the vehicle

1. Upon confirmation of the contract, Sixt informs the Customer of the exact location, date and time at which the Customer can collect the vehicle. The contract takes effect at this date and time. It is not possible to change or amend the place, date and time of delivery, as confirmed by Sixt. If the Customer does not collect the vehicle at the confirmed pick-up date and time, the contract between Sixt and the Customer remains unchanged and is not terminated. The Customer has a period of 29 days following the initially confirmed pick-up date to take possession of the vehicle at the relevant Sixt branch. If the Customer does not collect the vehicle during this period, the SIXT+ contract will automatically end at the conclusion of the first 30-day billing period, without the need for a specific notice of termination.

The Customer is required to present the payment method used in their online booking when taking possession of the vehicle. The payment method must be issued to the surname and first name of the SIXT+ contracting party. If the Customer is unable to present the corresponding payment method when taking

possession of the vehicle, and if it is not possible to agree on an alternative payment method at that time, Sixt may refuse to hand over the vehicle to the Customer. In this case, the Customer may present a valid payment method within 29 days. If the Customer does not present a valid payment method within this time frame, Sixt shall have the right to terminate the contract. In this case, the Customer may not submit any claim for non-performance and may not recover any prepaid rental and subscription fees.

#### **E: Contract term, termination, billing period, rental payments and payment terms**

1. Contract term: The contract is entered into (depending on the contract model chosen) either (i) for an indefinite period or (ii) for the minimum period agreed in the contract and commences on the date the vehicle is made available, as notified to the customer when the contract is confirmed by Sixt. Once the agreed minimum period has expired, the contract period will automatically be extended for an indefinite period at the price agreed when the contract was entered into, unless the contract is terminated by either party in accordance with the provisions set out in these SIXT+ T&Cs.
2. Subscription pause: The subscription can be paused by the customer for a period of 7 days up to a maximum of 90 days with effect from the next billing period ("subscription pause").
  - Announcement and start of the subscription pause: A subscription pause must be announced in advance by the customer to Sixt via the corresponding button on the SIXT application. The prerequisites for a subscription break are:
    - A date must be set for the subscription to be resumed.
    - The vehicle must be returned before the subscription is renewed, i.e. before the end of the customer's current contract. The date is specified in the application before the break is validated.

Once the subscription pause has been announced and validated, the customer may return the vehicle to a Sixt branch in France no later than the end of the current billing period. If the customer returns the vehicle before the end of the current billing period, the subscription pause begins with the billing period following the return of the vehicle. A new reservation is then created in accordance with

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the customer's request. Periods in which the subscription is paused do not reduce the contractually agreed minimum term.

It is hereby clarified that an early return of the vehicle before the end of the current 30-day billing period does not result in an immediate pause in the subscription and Sixt is entitled to charge the customer for the rental until the end of the current billing period.

If a subscription pause is announced via the SIXT application, but the rented vehicle is not returned by the customer before the start of the next billing period, the subscription pause option announced by the customer expires and the SIXT+ contract is automatically extended for a new 30-day billing period.

- Resumption of the subscription after the subscription break: After the subscription break has expired, the customer will collect a vehicle from the chosen vehicle group from their Sixt home branch (the branch where a SIXT+ vehicle was initially picked up at the start of the SIXT+ contract) on the agreed booking date. When the vehicle is collected, the SIXT+ contract continues under the conditions and at the price agreed before the start of the subscription break and is extended for a further 30-day billing period. If the vehicle is not collected from the SIXT station in due time on the announced continuation date, the SIXT+ contract ends automatically at the end of the agreed continuation date, provided that the contractually agreed minimum term has expired. In the event that the contractually agreed minimum term has not yet expired on the agreed continuation date, the provisions of 3. shall apply.
- Charges during the subscription break: During the subscription break, the main obligations of the parties to the SIXT+ contract are suspended, i.e. Sixt is not obliged to provide the customer with a vehicle from its reserved vehicle group during the subscription break and the customer is not obliged to make rental payments to Sixt during the subscription pause.

A one-off fee may be payable for a subscription pause in accordance with the conditions valid at the time the contract is concluded and set out in the booking process. This fee will be



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charged on the last period/contract prior to the start of the subscription pause.

3. Cancelation by the customer: The customer is entitled to terminate the contractual relationship by returning the vehicle to a SIXT station. Returning the vehicle to a SIXT station is deemed to be an ordinary declaration of cancellation. If the vehicle is returned after the agreed minimum term has expired or if no minimum term has been agreed, the SIXT+ contract ends with effect from the end of the 30-day billing period running on the respective return date. The provisions of Section E: Clause 7 (Vehicle return) apply to the return of the vehicle.

If the customer culpably returns the vehicle before the end of the agreed minimum term of 6 or 12 months, the SIXT+ contract shall end with effect from the end of the 30-day billing period running on the respective return date and a contractual penalty of 50% of the rental sum still outstanding for the remaining term, i.e. until the end of the contractually agreed minimum term, shall become due.

4. Termination by Sixt: Sixt has the right to terminate the contract by giving 14 days' notice before the end of the current 30-day billing period. Termination by Sixt must be sent in writing at the very least (an e-mail will suffice). However, termination by Sixt is only possible after a period of three months has elapsed since the start of the contract.
5. Subscription fee: A one-off subscription fee will be charged on completion of the online booking in accordance with the applicable terms and conditions described in the booking process and is payable together with the contractually agreed rental payments for the first billing period, irrespective of the duration concerned. Under no circumstances may the Customer claim a refund of the subscription fee, except in cases specified by law.
6. Customer tariff and price mark-up: The contractually agreed rental fee and any options selected must be paid in full. The contractually agreed rent is invoiced in advance for each subsequent 30-day billing period. The subscription fee is due when the first rental is invoiced. The rent for the first 30 days (minimum period) must be paid immediately after receipt of the online booking confirmation.

Sixt reserves the right to adjust the rental charge due to changes in cost factors that are decisive for pricing, in particular in the case of increased costs for the purchase of vehicles, energy, operating materials, wages or in the event of a

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persistent shortage of vehicles, even during the term of the contract. An adjustment to the rental price will be announced to the customer at least 8 weeks before the change comes into effect. If an increase amounts to more than 5%, the customer is entitled to terminate the contract if the increase is unacceptable to him. Claims for damages by the customer are excluded in this case.

7. Methods of payment accepted: The Customer must provide a valid credit card during the online booking process in order to pay the contractually agreed rental price of the subscription fee and any additional charges. The Customer authorises Sixt to debit the credit card for the contractually agreed amount (rent, subscription fee, additional charges, etc.). If a payment cannot be processed successfully because the credit card provided has expired, does not have sufficient credit or if the payment fails for any other reason, and the contract has not been duly terminated, the Customer will receive a notification (e.g. an e-mail or a push message in the application) from Sixt asking him/her to add a new valid method of payment to the application. The Customer then has 24 hours after receipt of the aforementioned notification to add a valid payment method to the SIXT application, allowing the contractually agreed payments to be debited or credited. If the Customer does not comply with this obligation within the aforementioned period, Sixt is entitled to demand the immediate return of the Customer's vehicle and to block access to the SIXT+ Products and Services until a valid method of payment has been successfully debited.

In addition, in the event of late payment, the customer may be charged a payment incident management fee. The amount of these charges is available at <https://www.sixt.fr/autres-services/informations-generales>.

The Customer may update his/her payment method in the Sixt application at any time. Following each update, the Customer authorises Sixt to debit the payment method loaded in the Sixt application.

8. Deposit: The Customer is required to pay a deposit in addition to the rental price when picking up the vehicle as a guarantee for the fulfilment of his/her obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and can be found in the rental information at <https://www.sixt.fr/autres-services/informations-generales>. The vehicle group of a vehicle can be determined at any time online at <https://www.sixt.fr/vehicules/#/> or requested by telephone or at any Sixt branch.

9. Returning the vehicle: Notwithstanding the possibility given to the Customer to terminate the contract at any time by returning the vehicle to the pick-up location, the Customer must use the Sixt application to make an appointment to return the vehicle during the opening hours of the Sixt branch and at least seven days before the end of the current billing period. The customer must respect the agreed return date, which is binding.

An additional service fee (available at <https://www.sixt.fr/autres-services/general-information>) will be charged if:

- (i) the Customer does not make an appointment for the return and returns the vehicle to a Sixt branch without prior notice or
- (ii) the Customer accepts a return date but fails to keep it or
- (iii) if the Customer makes an appointment to return the Vehicle but then returns the Vehicle to a different Sixt branch from the one to which the appointment was made.

The aforementioned service charges will not be invoiced if the Customer demonstrates that he/she is not responsible for the circumstances which led to the invoicing of the aforementioned service charges. Sixt is also entitled to make an additional claim for damages. In this case, the service fee charged will be set off against the claim for additional compensation.

10. Termination for cause: The right of both parties to terminate the contract for cause remains unaffected.

Sixt is entitled to terminate the contract for cause, in particular in the following cases:

- The method of payment provided by the Customer is not sufficiently credited
- The Customer violates applicable laws and regulations
- The Customer drives without a driving licence or attempts to enter a country belonging to an area where cross-border travel is prohibited for the rental category
- The Customer uses the Sixt vehicle in a way that contravenes the contractually agreed and authorised use.
- The Customer damages the value of the Sixt vehicle by neglecting their obligation to take care of it.
- The Customer hands over the vehicle to an unauthorised third party, i.e. a person who has not been authorised by Sixt to drive the vehicle
- The Customer does not return the Sixt Vehicle to Sixt on Sixt's instructions

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- The Customer seriously or repeatedly breaches these SIXT+ GT&C or the General Terms and Conditions of Hire (GT&C) and does not promptly remedy the breach despite warnings from Sixt.

### F: Reserving additional options

1. Options when booking online or when collecting the vehicle from the Sixt branch: If the Customer books options that are not included in the rental price (e.g. satellite navigation, child seat, etc.) when concluding the contract online or when collecting the vehicle from the Sixt branch, these options will be invoiced during the next 30-day billing period. The additional rent in question will be blocked on the corresponding payment method until the next invoice due date.
2. Options during the term of the contract: The Customer can check the options (e.g. mileage packages) booked via their user account in the Sixt application at any time during the term of the contract and adjust them for future billing periods. The availability and rates displayed in the Sixt application are those applicable to the desired adjustments. Options booked during a 30-day billing period will appear on the invoice for the following period, and will be charged each period until cancelled by the Customer. Options are always booked for a full 30-day billing period.

### G: Final provisions

1. Applicable law: French law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.
2. Severability clause: Should any of the above general terms and conditions be or become invalid or void in whole or in part, the validity of the other provisions shall not be affected.