

# **General Terms and Conditions (GTC)**

**SIXT rent a car s.r.l. with sole quotaholder**

**A. Vehicle condition, repairs, refuelling**

1. The rental agreement covers any damage known at the time of handover of the vehicle. The renter shall thoroughly check the vehicle for any further damages before starting the journey and report this to Sixt immediately.
2. The renter undertakes to treat the vehicle with due care and competence, following all technical rules and regulations for use, in particular checking the oil level in the engine, in the event of any vehicle reporting signal, always checking that the vehicle is in a roadworthy condition during the entire rental period, and finally to lock the vehicle regularly. Vehicles provided by Sixt are generally non-smoking vehicles.
3. If, during the rental period, a repair of the odometer or a repair to keep the vehicle operational and ensure road safety or a scheduled periodical inspection of the vehicle becomes necessary, the renter may engage a partner workshop for said work up to a maximum amount of the estimated repair costs of EUR 100.00 net. Should the estimated repair costs exceed this amount, the renter shall inform Sixt without delay in accordance with §§ G.2 and G.3 below.
4. Vehicles with combustion engines (including hybrid vehicles) shall be delivered to the renter with a full tank of fuel. At the end of the rental period, the renter is obligated to return the vehicle with a completely full tank of fuel. Should the vehicle not be returned with a full tank of fuel, Sixt shall charge the renter with the costs of the vehicle refuelling service and fuel in accordance with the rates in effect on the date of conclusion of the rental agreement, unless the renter can prove that significantly lower costs were incurred for refuelling or that no costs were incurred.
5. In the case of electric-only vehicles, the respective state of charge shall be recorded upon handover and inserted in the rental agreement. At the end of the rental period, the renter shall return the vehicle with a state of charge in accordance with the current rental information (available at <https://www.sixt.it/informazioni-sul-noleggior/#/>). If the vehicle is returned with a lower state of charge, Sixt reserves the right to charge the renter in accordance with the current rental information (available at <https://www.sixt.it/informazioni-sul-noleggior/#/>).
6. When charging an electric vehicle or plug-in hybrid vehicle, the renter 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 of the charging station regarding the use of charging points. It is forbidden to use charging cables or other accessories that (i) are not certified according to the applicable regulations (e.g. CE mark), (ii) do not comply with the respective vehicle or charging station according to the information displayed therein or (iii) are damaged. In the event of complaints against Sixt by the operator of the charging station due to improper use of, or damage to, the charging station, the renter shall be charged accordingly.
7. A public car park must be vacated as soon as charging is completed or the maximum permitted parking time is reached. Costs incurred by Sixt as a result of exceeding the maximum charging and/or parking time, as well as any costs incurred by Sixt due to fines or the use of vehicle removal services as a result of unauthorised parking, shall be charged to the renter.
8. In the case of rental agreements lasting longer than 27 days, the renter shall bear the costs for the purchase of top-up liquids (in particular engine oil, AdBlue®, windscreen wiper fluids and antifreeze additives) up to a maximum of 8% of the (net) monthly rental fee, should their purchase become necessary during the rental period.
9. In the case of rental contracts lasting less than 28 days, Sixt will fill up the AdBlue® tank additive for a lump sum, which will be charged to the renter on the basis of kilometres driven.
10. At the time of rental of vehicles equipped with an AdBlue® tank, the renter is obliged to ensure that the AdBlue® tank remains sufficiently full at all times. The renter and his auxiliaries shall be liable for violations of the aforementioned obligation committed during the rental period; the renter shall be obliged to indemnify and hold Sixt harmless from all claims by authorities or other third parties against Sixt due to the failure to refill the AdBlue® tank, in particular from any fines and fines related to the rental period.

**B. Reservations, prepaid rate**

1. Domestic and foreign bookings are only binding with regard to price categories and not for vehicle types. The booking obligation shall expire if the vehicle is not collected by the renter within a maximum of one hour after the time agreed with Sixt.
2. For bookings made exclusively by means of distance communication tools (e.g. via homepage, app, e-mail, telephone, etc.) or from places other than the points of sale, the right of withdrawal is excluded pursuant to article 59, letter n) of Legislative Decree 6.9.2005 No. 206 ("Consumer Code"), where applicable.
3. For bookings at a prepaid rate, the customer submits an irrevocable proposal to Sixt to conclude a rental agreement at the collection location and to take delivery of the vehicle within one hour of the agreed time. If Sixt accepts the proposal, the customer undertakes to pay a confirmatory deposit by credit card in accordance with article 1385 of the Civil Code corresponding to the amount of all services selected, including VAT. Sixt, in turn, sends the customer a voucher that must be handed over when the rental contract is signed. Upon collection of the vehicle, a rental agreement is signed under the agreed conditions and in accordance with the general terms and conditions in force. In the event of failure to collect the vehicle or in the event of failure to arrive at the agreed time and place by the customer, Sixt

shall retain the deposit in accordance with article 1385 of the Civil Code as a penalty. In the event of cancellation of a prepaid booking by the customer, Sixt shall retain part of the deposit paid by the customer in the amount of EUR 100.00 as a penalty. The remaining part of the deposit paid by the customer will be credited back to him. If, on the basis of the booking made, the amount of the deposit paid by the customer is lower than EUR 100.00, Sixt will retain the entire amount paid by the customer as a penalty.

4. Up to 48 hours prior to the start of the rental period, it is possible to change the booking under the charge of an administrative fee of EUR 29.99, plus any difference between the originally chosen rate and the changed rate, should the latter be higher. This difference must be paid by the end of the rental period. It is not consented to change from a prepaid to a non-prepaid fee. Furthermore, the collection and/or return location must be located in the country of rental and/or return indicated at the time of booking. Changes can be made e.g. by e-mail (reservation-it@sixt.com). In the unfortunate event that Sixt does not make a vehicle available to the customer at the agreed time, the customer shall be entitled to obtain an amount of twice the deposit paid in accordance with article 1385 of the Civil Code.
5. When using PayPal as a means of payments for a prepaid booking, the customer will be redirected to the website of PayPal S.à r.l. et Cie, S.C.A., a company in the form of a partnership limited by shares (société en commandite par actions), with its registered office at 22-24 Boulevard Royal, L-2449, Luxembourg and with registration number B118349 ("PayPal"). On the PayPal website, the customer General Terms and Conditions of Rental can log in with their PayPal access data and make the payment. The use of PayPal and the PayPal website is subject to the applicable PayPal terms and conditions. After making the payment, the customer is redirected back to the Sixt website and can confirm the reservation. If the reservation is made via the Sixt app, payment is made directly on the PayPal website or app, without further confirmation in the Sixt app. A credit or debit card must be presented at pick-up to secure the rental. If no credit or debit card is presented at pick-up, the reservation will be canceled. The renter must be a PayPal account holder. If the customer opens a PayPal buyer protection case ("dispute") before the pick-up time specified in the reservation, the reservation will be canceled and the amount will be credited to the customer's PayPal account. In such cases, Sixt reserves the right to charge a lump-sum compensation in accordance with the provisions of the current rental information related to Prepaid Bookings (available at Sixt Rental Information Italia Prepaid Rate) in the event of unlawfully or improperly opened disputes, unless the renter proves that Sixt has incurred no or significantly less expense and/or damage. A dispute decided by PayPal in favor of the customer does not preclude Sixt from asserting a claim for payment of the rental price and damages by means other than those provided by PayPal. All without prejudice to the burden of proof under the law and compliance with consumer protection legislation under the Consumer Code.

### **C. Documents to be presented when collecting the vehicle, authorised drivers, permitted uses, travel abroad**

1. When collecting the vehicle, the renter must present a valid national driving licence or permit entitling it to drive the rented vehicle, a valid means of payment accepted by Sixt (cf. items E.4. and E.5.) as well as a personal identity document or passport. Please note that a driving licence compliant with the European model or issued in paper format must be presented in accordance with the rental information (<https://www.sixt.it/informazioni-sul-noleggio/#/>).
2. If the renter is unable to present these documents when collecting the vehicle, Sixt may refuse to conclude the contract or may withdraw from the contract if it has already been signed. In such a case, the renter may not claim any breach of contract on the part of Sixt or claim any compensation or indemnification on any grounds whatsoever. In addition, specific restrictions apply to certain vehicle categories with regard to the age of the driver (drivers under 25 years of age are subject to a surcharge) and/or the duration of their driving licence. A list of age and driving licence rules can be accessed prior to booking on Sixt website, at the Sixt rental branch or requested over the phone.
3. The vehicle may only be driven by the renter or, in the case of corporate customers, by the driver specified in the rental agreement. Should the vehicle be driven by persons other than the person specified, an additional charge shall be applied for each additional driver. The rules on age and duration of the driving licence possession shall apply also to additional drivers. The rates applicable in this case can be viewed prior to booking on Sixt website, at the Sixt rental branch or requested over the phone. When collecting the vehicle, it is absolutely compulsory to present the original driving licence of any additional drivers. When opening the vehicle via the Sixt app ("Sixt Fastlane" service), the validity of the driver's licence of any additional drivers must be checked by the renter.
4. Corporate customers are required to autonomously verify the validity on the Italian territory of the driving permit of each driver who will use the vehicle under the rental agreement between the corporate customer and Sixt. In doing so, corporate customers shall use every means at their disposal and collect all necessary information. The rules governing age and duration of the driving licence possession apply here as well.
5. The renter shall be jointly and severally liable for the conduct of the driver as for its own. All rights and obligations arising from these GTC as well as from the respective individual rental agreements shall apply in favour of and against the driver using the vehicle within the scope of the rental agreement concluded between the corporate customer and Sixt.
6. The renter shall guarantee that the vehicle is used exclusively within the scope of the legal provisions applicable from time to time.

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7. The vehicle may only be driven on public roads and may not be used for driving school purposes. Furthermore, the vehicle may not be used:
  - in sports competitions, in particular in driving events involving the attainment of top speeds or in test drives related to these;
  - in vehicle testing or safe-driving courses;
  - on racing circuits;
  - for transporting persons for commercial purposes,
  - for hire to third parties,
  - for committing crimes, even when these are punishable only under the law in force in the place where they are committed,
  - for transporting highly flammable, toxic or otherwise dangerous materials.
8. Sixt shall not be liable for any loss or damage suffered by the renter in relation to the goods transported, the care and possible insurance of which shall be the sole responsibility of the renter.
9. Depending on the vehicle category and on the specific booking, the use of rental vehicles in certain foreign countries may be prohibited. The restrictions in force are indicated in the rental agreement.
10. Violation or non-fulfilment of any of the regulations under 1., 2., 3., 4., 5. or 7. above. shall entitle Sixt to terminate the contract or to withdraw from the rental agreement without notice for a serious and justified reason in accordance with article 1456 of the Civil Code. Claims for compensation / damages on the part of the renter are excluded in this case. This shall be without prejudice to the right of Sixt to claim compensation for damages due to the breach of obligations under 1, 2, 3, 4, 5. or 7. above.

### D. Rental fee

1. In the event that the vehicle is returned to a rental branch different from the rental branch where the vehicle was collected, the renter shall reimburse Sixt for the retrieval costs or pay a shift surcharge unless otherwise agreed in writing.
2. The rental fee consists of a base fee, plus extra services and location-specific surcharges. Extras include, in particular, one-way travel surcharges, refuelling and fuel costs, recharging costs, assistance costs, tolls, accessories and extras such as child seats, snow chains at times and in areas where these are not required by law, snow tyres, navigation system/GPS, etc., as well as delivery and collection charges. Information on the costs of extra services and specific surcharges shall be provided at the time of booking. Special offers and rate reductions only apply in the event of payment made on time.
3. For delivery and collection of the vehicle, the agreed delivery and collection costs shall be charged.
4. In the rental agreement, a specific rental branch shall be agreed as the location for returning the vehicle at the end of the rental period. A one-way rental shall be defined as a rental agreement in which the parties agree that the car shall be returned at a different rental branch than where the vehicle was collected by the renter. If the vehicle is not returned at the contractually agreed rental branch, the renter shall pay a fee for the service as determined in the current rental information (available at <https://www.sixt.it/informazioni-sul-noleggio/#/>), unless the renter proves that Sixt did not incur any expenses and/or suffered any damages or incurred or suffered significantly lower costs or damages. Without prejudice to Sixt right to compensation for greater damages or to compensation for higher expenses.
5. If the rental period is extended or shortened by mutual agreement or the branch for returning the vehicle is changed by mutual agreement during the period of validity of the rental agreement, Sixt is entitled to charge a fee of EUR 5.95 (including VAT) for the relative operating costs. Without prejudice to any adjustment of the rental price and/or the occurrence of other costs.
6. If the renter does not return the vehicle or the vehicle keys to Sixt at the end of the agreed rental period, Sixt shall be entitled to claim compensation in the amount at least equal to the amount of the agreed daily rental fee for the entire duration of the violation. In addition, the renter shall be obliged to pay an amount of EUR 12.20 (including VAT) as reimbursement of the operating costs. Without prejudice to Sixt right to compensation for further damages.

### E. Deadlines, electronic invoicing, payment terms, deposit, cancellation without notice for late payment, passenger accident cover insurance

1. The rental fee (plus any agreed additional charges, e.g. for civil liability waivers, delivery charges, airport taxes, etc.) plus the applicable VAT rate must be paid in full in relation to the agreed rental period: i.e. there shall be no refund in the event of delayed collection or early return. The rental fee shall be due at the end of the rental period. For rental periods longer than 27 days, the rental fee shall be due at intervals of 28 days and at the beginning of each interval. If the rental period ends before an additional 28- day period has elapsed, the remaining rent due up to the end of the rental must also be paid in advance on a pro rata basis since the last statement of account when the rental ends.

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2. The renter agrees that invoices are issued electronically by Sixt to the recipient named on the invoice. The renter therefore agrees that it shall no longer receive invoices in paper form but shall receive an invoice from Sixt in electronic form, in accordance with legal regulations, sent to the registered e-mail address. In the cases provided for by the law, the renter may object to receiving invoices in electronic form. In this case, Sixt shall issue invoices to the renter in hard copy or pdf format and shall bear the additional costs arising from sending the invoice in hard copy and the associated shipping costs.

The renter shall be liable for possibly receiving invoices sent to it in electronic format and for the possibility of downloading them, where agreed, in electronic format. Any faults in the receiving systems or other circumstances preventing access to the documents shall be the responsibility of the renter. An invoice shall be deemed to have been served as soon as it enters the renter's domain. If Sixt merely sends a notification and the renter has the possibility of downloading the invoice directly, or if Sixt makes the invoice available for downloading, the invoice shall be deemed to have been notified when it has been downloaded by the renter. The latter undertakes to proceed with the download of the prepared invoice within an appropriate period of time.

If an invoice does not arrive at its destination or cannot be downloaded, the renter shall promptly notify this to Sixt. Sixt shall re-send a copy of the invoice, indicating it as such.

If Sixt makes access data, usernames, or passwords available to the renter, these shall be protected from access by unauthorised third parties and treated confidentially. Should the renter become aware that his or her information has been accessed by unauthorised parties, it shall notify Sixt thereof without delay.

3. The renter shall be obliged to pay a security deposit at the beginning of the rental period to ensure the fulfilment of his contractual obligations. The amount of the security deposit depends on the vehicle group to which the rented vehicle belongs and can be found in the Rental Information available at <https://www.sixt.it/informazioni-sul-noleggior/#/>. The vehicle group can be identified online at [www.sixt.it/](http://www.sixt.it/) or requested by telephone at any Sixt rental branch. The vehicle group is also specified in the booking confirmation and in the rental agreement.

Sixt is not obliged to transfer the security deposit to an account set up by it for this purpose. No interests shall accrue and be paid on the security deposit. Sixt may claim its right to the security deposit even after the start of the rental period, if during the rental the customer decides to extend its duration.

4. Unless otherwise agreed, Sixt shall request payment or a pre-authorisation on the customer's credit card in the amount of the due rental fee, all other agreed charges together with the amount due as security deposit. All credit and debit cards of internationally recognised companies (Visa, MasterCard, American Express, Diners Club, Discover, JCB, CUP) as well as Airplus and Amex BTA/iBTA cards are accepted, whilst prepaid cards of any kind are not accepted. The credit cards used must be valid until at least 30 days after the date of the scheduled return of the vehicle.
5. Sixt accepts Maestro/V PAY cards only for van and truck rentals and for vehicles up to F\*\*\* group (except Sports & Luxury Cars). The card used for payment must be in the name of the main driver, whose name and surname must be printed on it. Payment by Maestro/VPAY card is not permitted for long-term rentals.
6. As an alternative to charging the renter's credit card, Sixt can request a pre-authorisation in its favour on the same credit card in the amount of the aforementioned security deposit.
7. The security deposit is returned as follows:
  - (i) in the event of a credit card charge or cash deposit, it shall be set off against the rental fee due by the renter and any excess shall be returned within 30 days from the end of the rental by crediting the customer's credit card;
  - (ii) In the event of a pre-authorisation on the credit card, the respective amount shall be released within 30 days from the end of the rental period in order to allow Sixt to carry out any appropriate verification in connection with any breach incurred by, and with any contractual obligations of, the renter.
8. Sixt shall charge the renter a penalty for costs arising from the handling of payment reminders. In particular:
  - a) In the event of non-payment of an invoice by a private customer, Sixt shall send an initial payment reminder. If, following this first payment reminder, the renter persists in defaulting, Sixt shall send a second and additional reminder. In any event of payment reminders, the private customer shall be charged the amount of EUR 5.00 as a penalty;
  - b) In the event of non-payment of an invoice by a professional, as defined in article 3, letter C) of Legislative Decree 206/2005, Sixt shall send an initial payment reminder and shall charge the renter a penalty of EUR 10.00. If, following this first payment reminder, the renter persists in defaulting, Sixt shall send a second and further reminder, at the same time charging a further penalty sum of euro 40.00.

If the renter persists in defaulting despite the payment reminders under a) and b) above, Sixt shall withdraw the amounts due from the renter's credit card. However, if the charge is rejected due to a reason attributable to the renter, Sixt shall, upon notification to the renter, charge a penalty of EUR 15.00. If, despite the notification by Sixt, the renter still fails to comply, Sixt shall attempt again to debit the credit card and at the same time charge an additional penalty of EUR 30.00

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9. In the event of default of the renter in paying the due rental fee, Sixt shall be entitled to terminate the rental agreement without notice in accordance with article 1456 of the Civil Code, terminating the rental agreement even without prior reminder. For rentals longer than 28 days, if the renter is late in paying the rental fee due for the period, Sixt may terminate the rental agreement without notice, even without prior reminder, pursuant to article 1456 of the Civil Code for late payment.

### F. Insurance

1. The rented vehicle insurance includes civil liability insurance with a maximum cover for personal injuries in the amount of EUR 22.5 million and property damage in the amount of EUR 2.5 million.
2. The insurance cover excludes any use of the vehicles for hazardous substances transportation which is subject to authorisation pursuant to the applicable regulations on the transport of hazardous substances.
3. Neither the renter nor the driver are entitled to accept or satisfy in whole or in part any third-party claims for liability damages without Sixt's prior consent.
4. The renter and the driver shall limit and reduce the effect of the damage, as far as possible, when the event giving rise to the accident occurs. The renter shall follow Sixt's instructions as far as possible and support Sixt in processing and settling the damage claim.
5. Sixt shall be entitled to satisfy or reject claims made against the renter or the driver in their name and behalf and to make all declarations deemed appropriate to this purpose at its own discretion. In the event of out-of-court or judicial claims, the renter or the driver shall give immediate notice thereof soon after the claim is filed. In the case of judicial claims in court, Sixt shall be responsible for the dispute management. Sixt shall be entitled to appoint a lawyer in the name and behalf of the renter or driver, to whom the renter or driver shall grant power of attorney, providing any necessary information and required documents.

### G. Accident, theft, obligation to report, formalities

1. After an accident, incident, theft, fire, impact with wild animals, or other damage, the renter shall be obliged to inform the police without delay (by telephone or by going directly to the nearest police station) and request their intervention. This obligation shall also apply in the case of minimal damage to the vehicle and also in the case of accidents caused through one's own fault without the involvement of third parties.
2. For any damage to the vehicle that occurs during the rental period, the renter is obliged to inform Sixt immediately in writing (also by e-mail to [damage-it@sixt.com](mailto:damage-it@sixt.com)) of all details of the event that resulted in the damage to the vehicle. This shall also apply in the event of theft of the vehicle or parts thereof. For this purpose, the renter shall complete the pre-printed accident report form enclosed with the vehicle documents, filling it in carefully and accurately in all its parts, in particular: place, time, description of the accident, full name and address of the driver of the accident. The form can also be requested by telephone at any time from Sixt or downloaded from the relevant web pages.
3. The renter or driver of the vehicle shall be obliged to take all useful and necessary measures to investigate the cause of the event. This implies in particular the obligation to answer Sixt's enquiries regarding the circumstances of the occurrence faithfully and in detail and not to leave the place where the occurrence took place before all necessary investigations have been carried out and, in particular, of relevance to Sixt for the assessment of the incident, or without having allowed Sixt to carry them out.

### H. Anti-abandonment devices

1. Pursuant to the provisions on devices to prevent the abandonment of children in enclosed vehicles set out in I. 117/2018, which introduced the obligation of such devices, and its implementing decree, the renter is solely responsible for the correct installation and verification of the full effectiveness of such devices, at the time of taking charge of the vehicle.
2. In cases expressly provided for by law and where requested by the renter, Sixt shall equip its vehicles with the aforementioned devices and provide the renter with the corresponding certificates of conformity issued by the manufacturer of the devices.
3. However, it is the responsibility of the renter and any other authorised drivers to ensure that they are correctly installed and fully effective, in accordance with the relevant provisions of the Highway Code.
4. In the event of a malfunction or defect in the device before the vehicle is taken over, the renter shall notify Sixt thereof immediately.
5. Sixt is in no way liable for damage resulting from incorrect installation and/or failure of the device.

### I. Sixt Civil Liability

1. Sixt shall not be liable for items left in the vehicle upon its return; this exemption shall not apply in the event of willful intent or gross negligence on the part of Sixt, its representatives or agents.

### J. Renter's Civil Liability



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1. In the event of damage to the vehicle, loss of the vehicle, and breaches of the rental agreement, the renter shall be liable in accordance with the general civil liability rules. In particular, the renter and/or driver of the vehicle shall not be liable in the event of a breach of contract due to causes beyond their control.
2. The renter - by paying a specific and/or additional amount - is entitled to limit or exclude his liability for damages arising to Sixt in the event of accidents. In this case, the renter and/or additional drivers who are covered by the contractual limitation and/or exclusion of liability shall be liable only for damage up to the pre-determined amount. This contractual limitation and/or exclusion of liability shall not apply if the damage was caused wilfully, i.e. if the renter and/or additional driver have wilfully breached an obligation incumbent upon them. The contractual exclusion/limitation of liability applies only to the rental period and the excess is applied per damage event and in the event of several damage events during the hire period, the excess is applied several times.
3. The maximum amount chargeable per damage to be borne by the renter shall be the pre-determined deductible as set forth in the price lists displayed and in force at the time of conclusion of the charter.

The renter is obliged to reimburse Sixt, depending on the extent of the damage, an amount for processing the accident. In the event of an agreed limitation of liability, a processing fee shall be charged in addition to the pre-determined deductible.

Amount of damage without processing cost	Processing cost
€0- € 500	€ 30 + VAT
€500,01 - €1500	€65 + VAT
€1500,01 and over	€90 + VAT

4. The renter shall be liable without limitation for all violations of traffic regulations and public order and any other legal provisions, as well as for all damage and nuisance to property caused by him or by third parties to whom the renter has entrusted the vehicle. The renter releases Sixt from the payment of all fines and/or administrative fines, charges, or other costs demanded by authorities and/or other parties in connection with such violations.
5. In the event of loss of or damage to the charging cable for electric and hybrid vehicles, Sixt shall charge the renter the costs of the cable replacement service in the flat rate amount of EUR 270.00 net, unless the renter proves that Sixt has not incurred and/or suffered any expenses and/or damage or has incurred and/or suffered significantly less. This shall be without prejudice to Sixt's right to compensation for further damage.
6. A loss event is defined as an event that suddenly strikes the vehicle from the outside with a mechanical force. Damage affecting the brakes, vehicle operation and mere breakages shall not be considered loss damage; this shall apply in particular to damage due to slipping of the load, misfuelling, damage caused by cables, twisting, operating errors, overloading of the vehicle, as well as damage occurring between the towing vehicle and the towed vehicle or trailer without an external factor. By paying an extra fee, it shall be possible to purchase an "Interior Protection" package that provides additional protection over and above the renter's liability limitations pursuant to Section J no. 2 above. By purchasing the "Interior Protection" package, the renter's liability shall be excluded in the event of:
  - damages to the interior and contamination of the interior of a load compartment/box during the usage of the vehicle as well as during loading and unloading;
  - damage to and contamination of the interior of the vehicle or the of the driver's and/or passenger's seat.
7. When using toll roads, the renter is obliged to pay the relevant toll fees in full and on time. The renter shall release Sixt from the payment of any toll due to the driving behaviour of the renter or of third parties to whom it entrusts the vehicle.
8. For trucks with a permissible total load limit of 7.5 and 11.99 tonnes, no trailer surcharge shall be paid by Sixt for the use of a trailer. If a trailer is attached to a rented vehicle, the renter shall therefore ensure that the trailer road tax (i.e. trailer surcharge) is paid on time and in full. The renter shall indemnify Sixt from all claims for payment of taxes (including interest, surcharges for arrears and other ancillary charges), fees, fines, and fines made against the rental company by the authorities for breach of the aforementioned obligation.
9. These rules shall apply not only to the lessor but also to the authorised driver, it being understood that the contractual exemption from liability shall not apply in favour of persons not authorised to use the leased item.
10. Several renters shall be jointly and severally liable for claims arising out of or in connection with the charter party.
11. Throughout the duration of the rental period, in the event of vehicle breakdown, the renter may make use of the roadside assistance service by contacting the telephone number specified in the rental agreement.
12. Irrespective of the conclusion of or adherence to an insurance policy pursuant to section F of these GTC, in the event of mechanical failure of the vehicle that is not attributable to the renter's negligence, the renter shall not be charged for roadside assistance services.

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13. If the renter has not taken out special TG Extra (Tyre & Glass Protection) insurance, it shall be charged a towing fee of EUR 135.00 in the event of tyre damage and/or glass breakage that requires the vehicle to be towed, plus a flat-rate amount of EUR 30.00 for incidental expenses, as well as EUR 2.00 for administration and stamp duty.
14. If the renter has not taken out any insurance policy with deductible coverage or BF (Super Top Cover LDW), the renter shall be charged the full cost of the roadside assistance service in the event of breakdowns other than those stipulated in Section 12 above, which nevertheless involve towing the vehicle.
15. If the renter has not taken out any type of insurance policy, the renter shall always be charged the towing service fee in the event of mechanical failure of the vehicle as a result of the renter's negligent use of the vehicle. In the event that the mechanical failure of the vehicle does not require towing, but can be repaired on-site, the renter shall be charged for the Sixt assistance service, the flat-rate amount of which shall be determined on the basis of the objective and specific conditions of the occurred incident (including, but not limited to, the location of the incident and accessibility of the incident).

### **K. Vehicle return, data in navigation and communication systems, vehicle exchange**

1. The rental agreement shall terminate at the end of the agreed rental period. Should the renter continue to use the vehicle after expiration of the agreed rental period, the rental relationship shall not be deemed extended. Should the Charterer return the vehicle prematurely, i.e., prior to the end of the agreed rental period, this shall not result in premature termination of the rental agreement. Notwithstanding the foregoing, the return of the vehicle to Sixt by the renter shall result in the transfer of risk and liability back to Sixt.
2. At the end of the rental period, the renter shall return the vehicle to Sixt in accordance with the contractual conditions and at the agreed return place and time. In the event that the vehicle is excessively dirty, such that it requires special cleaning, or if the vehicle is returned affected by unpleasant odours, Sixt shall charge therefor the costs of the special cleaning service, calculated on a final account basis. If the renter returns the vehicle prior to the deadline agreed in the rental agreement without informing Sixt of the early return, Sixt shall check the possibility of reimbursing the renter for unused rental days. In this case, Sixt may charge an amount of EUR 12.20 (incl. VAT) for the costs incurred.
3. By using a navigator, navigation data entered during the rental may remain stored in the vehicle. By connecting a mobile device or other devices to the vehicle, data from these devices may remain stored in the vehicle. If the renter/driver do not wish this data to remain stored in the vehicle after its return, the renter/driver must arrange for it to be deleted before returning the vehicle. The deletion can be done by resetting the default settings of the vehicle's navigation and communication systems. To find out how to do this, please refer to the navigation system's operating instructions stored in the vehicle's glove compartment. The renter is not obliged to delete this data.
4. Special rates are only valid for the period of the offer and assume that the rental is made for the entire rental period agreed upon at the conclusion of the contract. In the event of a longer or shorter duration than agreed, the normal rate shall be applied to the entire period instead of the special rate.
5. When the contract is agreed with several lessors, they shall be jointly and severally liable in the event of breach of the obligation to return the vehicle.
6. In the event that the renter wilfully fails to return the vehicle or the vehicle keys to Sixt at the end of the agreed rental period, Sixt shall be entitled to demand a lump-sum compensation in accordance with the current rental information (available at <https://www.sixt.it/informazioni-sul-noleggio/#/> under "Other Charges and Fees") for the use during the non-agreed rental period. The renter shall also be obliged to pay lump-sum compensation in accordance with the current rental information (available at <https://www.sixt.it/informazioni-sul-noleggio/#/> under "Other Charges and Fees") for the associated operating costs unless the renter proves that Sixt has not incurred any expenses and/or suffered any damages or has incurred and/or suffered significantly less. This shall be without prejudice to Sixt's right to compensation for further damage.
7. In the case of long-term rentals (rentals with an agreed rental period of more than 27 days), the following shall apply in addition to items 1 to 7 of this Section K:
  - a) In the event that the permitted mileage specified in the rental agreement is reached, the renter shall be obliged to return the vehicle even before the expiry of the agreed rental period. In the event that the renter exceeds the permitted mileage specified in the rental agreement by more than 100 km, the renter shall pay a contractual penalty in the amount of EUR 500. This is without prejudice to Sixt's right to compensation for further damages. If the mileage specified in the rental agreement is reached before the end of the agreed rental period, the renter shall receive an equivalent replacement vehicle of the same category as the booked vehicle for the remainder of the rental period.
8. Under valid reasons, upon request of Sixt and according to Sixt's instructions, the renter shall be obliged to return the vehicle to Sixt early, even during the rental period. Valid reasons shall be, in particular, inspection, maintenance, or repair work, a malfunction, a manufacturer's recall, the attainment of a certain mileage, or a certain operating period. In this case, upon return of the vehicle, the renter shall receive a replacement vehicle for the remaining rental period in accordance with the booked vehicle category.



## General Rental Conditions

If the renter does not return the vehicle to Sixt or does not return it on time in violation of the above instructions, Sixt shall be entitled to terminate the contractual relationship without notice if it has not received feedback after a previous notice and to demand compensation for damages from the renter accordingly.

9. At the time of return, the vehicle must still have a remaining range of at least 40 km according to the on-board computer display.

### L. Termination of contract

1. The parties are entitled to demand the termination of the rental agreements in accordance with the applicable law.
2. Notwithstanding the foregoing, Sixt shall be entitled to terminate rental agreements without notice pursuant to and for the purposes of Article 1456 of the Civil Code if one or more of the following circumstances occur:
  - failure to take care of the vehicle,
  - improper and unlawful use of the vehicle,
  - violation of the rules on the use of motor vehicles in goods transport,
  - the inability to continue the rental agreement, e.g. due to damages caused to the vehicle that prevent its proper use on the road.
3. In accordance with Article 1461 of the Civil Code, Sixt is also entitled to suspend the execution of the contract in the event of:
  - significant deterioration of the financial condition of the renter such that the renter's performance of its obligations under these GTC and the rental agreement is manifestly endangered,
  - initiation of enforcement measures against the renter which clearly jeopardise the performance by the renter of its obligations under these GTC and the rental agreement,
4. If more than one rental agreement exist between Sixt and the renter, if Sixt terminates one rental agreement without notice for a serious and justified reason, Sixt may also terminate the other rental agreements between the parties without notice if Sixt determines that continuation of the same is not possible due to the bad faith and/or seriousness of the breach and/or conduct of the renter. This clause shall apply in particular when the renter
  - intentionally damaged a rented vehicle,
  - culpably conceals damage to the vehicle from the rental company or attempts to hide it;
  - maliciously causes damage to the rental company;
  - is in arrears by at least five working days in the payment of fees totalling at least one week's rent;
  - uses a rented vehicle to intentionally commit crimes or within the scope of such crimes.
5. In the event of termination or cancellation of the contract, the renter shall be obliged to return the vehicles to Sixt without delay complete with all accompanying documentation, all accessories, and the keys.

### M. Renter's debit authorisation

1. The renter hereby irrevocably authorises Sixt and the persons authorised by Sixt for collection to debit the means of payment indicated at the conclusion of the rental agreement, or specified in the rental agreement, or subsequently provided or otherwise indicated, with all rental charges for the vehicle and further charges arising from the rental agreement in accordance with Sections E.4 and E.8 above. The renter shall provide Sixt with a specific authorisation for the use of a credit card in his name. It is hereby stipulated that, should the amount charged to the credit card exceed the amount that the renter could reasonably have expected, taking into consideration his previous spending pattern, the conditions of the payment service framework agreement of the card-issuing institution, and the relevant circumstances of the case, the renter shall be entitled to make a claim for reimbursement against the card-issuing bank within eight weeks of the charge of the payment amount.

Upon receipt of the refund request by the card-issuing bank, the renter shall be entitled to a review period of 14 days. The reimbursement to the renter's credit card shall take place as soon as possible after the expiry of this review period.

2. Offsetting against claims by Sixt is only permitted for claims asserted by the renter or an authorised driver that are undisputed or have been finally established.

### N. Right of objection; Direct advertising

The renter/driver may object at any time to any processing or use of his/her data for advertising, market research or opinion polling purposes. The objection should be sent to: Sixt Rent a Car S.r.l. a socio unico, Via Bolzano 63, 39057 Appiano sulla Strada del Vino (Frazione Frangarto) (BZ), Italy or via E-Mail to: [dataprotection@sixt.com](mailto:dataprotection@sixt.com).

### O. Written form, settlement of disputes, place of jurisdiction, language of contract, severability.

## General Rental Conditions

1. There are no oral agreements other than and/or ancillary to these GTC, which are governed by and construed in accordance with Italian law.
2. The European Commission has set up an online platform (<http://ec.europa.eu/consumers/odr/>) for out-of-court dispute resolution, available in all EU languages.
3. The place of jurisdiction shall be the Court of Bozen/Bolzano when the renter is a commercial or legal entity. In the case of customers who are considered consumers pursuant to the Consumer Code, the place of jurisdiction shall be the place of residence of the customer.
4. The language of the contract is Italian. If Sixt makes an English version of the GTC and other contractual agreements available to the renter for the purpose of concluding the rental agreement, this shall have the value of a courtesy translation only by Sixt and shall not anyhow be binding. In the event of any differences, ambiguities or contradictions between the version in Italian and the version in other languages of the GTC or other contractual agreements, the version in Italian shall prevail over the other translations.
5. The nullity or invalidity in whole or in part of any of the provisions contained in these GTC shall not affect the nullity or invalidity of the remaining provisions. Article 1419 of the Civil Code shall not apply.

### P. Various

1. The renter may not disclose access data (e.g. login, pin, user name, password, etc.) to Sixt's services (e.g. to the Sixt app, user profile, etc.) to third parties and must ensure and guarantee that these are not accessible to third parties. It is not permitted to make written notes of access data that could allow third parties access to Sixt's services. Loss of access data must be reported to Sixt immediately by e-mail ([customerservice-it@sixt.com](mailto:customerservice-it@sixt.com)). Access data are not transferable.
2. For certain services, Sixt may periodically require the renter to prove that it is in possession of a valid driving licence. Should the renter wish to make use of services such as digital rental (e.g. Sixt Share or Mobile Check-in), the renter shall be required to present his or her driver's licence to Sixt prior to the start of a rental in accordance with the process specified by Sixt.
3. The renter is obliged to notify Sixt immediately by e-mail ([driving-license@sixt.com](mailto:driving-license@sixt.com)) of any withdrawal of the driving licence as well as any circumstances restricting its use (e.g. driving licence restrictions, temporary withdrawal or confiscation of the driving licence or judicial or administrative prohibition from driving). In the event of withdrawal of the driving licence or other circumstances restricting its use (e.g. driving licence restrictions, temporary withdrawal or confiscation of the driving licence or judicial or administrative driving prohibition), the renter is prohibited from renting vehicles. The right to drive a rented vehicle shall immediately cease to exist or shall be immediately suspended upon the occurrence of one of the aforementioned events.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the customer, having taken careful and specific knowledge and vision thereof, expressly approves and accepts the following clauses:

1. A.10 - Renter's Indemnity Obligation
2. B.2 - Exclusion of the right of withdrawal from the contract
3. B.3 - Confirmatory Deposit
4. C.10 - Right of Withdrawal. Termination clause
5. D - Rental fee
6. E.3 - Security Deposit
7. F - Insurance
8. I – Sixt Civil Liability
9. J - Renter's Civil liability
10. K.2, K.6, K.7, K.8 - Vehicle return, data in navigation and communication systems, vehicle exchange
11. L - Termination of contract
12. M.2 - Set-off of claims