

General Business Terms

Sixt rent-a-car AG

General Business Terms of Sixt rent-a-car AG, Basel

1. Parties

The Lessor is Sixt-rent-a-car AG Switzerland with registered seat in Basel (hereinafter referred to as Lessor). The Lessee is the respective natural person or legal entity entered in the rental agreement who rents a vehicle of the Lessor.

2. Conclusion of contract and tariffs

2.1. The reservation/booking of the requested vehicle group, which the Lessee carries out, is a binding offer within the meaning of Art. 4 ff. of the Swiss law of obligations. The contract shall be concluded through the confirmation of the Lessor to the Lessee (conclusion of the contract). The right is reserved to the full payment of the rent for the whole rental period before commencement of the rental period.

2.2. The Lessor reserves the right to offer a higher vehicle category if the booked vehicle category is no longer available.

2.3. Car Express / Master Agreement

With the conclusion of the Master Agreement these business terms shall apply to all rental agreements within the framework of the Agreement.

When the CarExpress Service is used the rental agreement shall be concluded between the parties when the Lessee takes over the vehicle keys at the Sixt Counter or at the Sixt key safe.

The Lessee undertakes to inform Sixt immediately about all changes to the details listed in the Master Agreement (address, credit card, etc.).

2.4. Applicable tariffs

The Lessee will be informed of the tariffs at the commencement of the rental period; they can be called in the Internet under www.sixt.ch. The Lessee shall confirm having acknowledged the tariffs which apply to the contract between him and the Lessor and these General Business Terms in advance through the conclusion of the contract.

3. Duties of the Lessee

3.1. Restrictions to use:

It is forbidden to use the vehicle:

3.1.1. for races, skid control courses, driving training courses or similar as well as driving school cars;

- 3.1.2. as a towing car, traction vehicle or for pushing;
- 3.1.3. by stating false personal details such as age, name, address, etc.;
- 3.1.4. under the influence of alcohol, drugs, medication and amphetamines;
- 3.1.5. in an overloaded or road unworthy condition;
- 3.1.6. for driving through river beds or similar conditions (in particular in cases of vehicles with 4x4 drive);
- 3.1.7. for the commercial use, in particular for the transport against payment of persons or goods and for further rental;
- 3.1.8 for the transport of inflammable, explosive, toxic or hazardous substances.

3.2. Maintenance

The Lessee undertakes to drive the vehicle carefully and to regularly check the levels of oil and water as well as the tyre pressure.

3.3. Repairs

Repairs during the rental period should, whenever possible, be carried out by the nearest authorized representation for the car type. Should the repair costs exceed CHF 200.- then the Lessor is to be asked in advance for the purpose of approving the costs. The Lessor shall reimburse the repair costs if the costs have been approved upon presentation of the receipt. Excluded from this are all those cases in which the Lessee has to assume responsibility for the costs e.g. based on Subclause 15.7 of these business terms. Replaced parts must be handed over to the Lessor by the Lessee.

4. **Rebooking / cancellation**

4.1. With Flexi tariffs

After conclusion of the contract the Lessee can cancel the contract or change the booking at all times free of charge until the agreed time for commencement of the rental period (take-over of the vehicle; hereinafter commencement of the rental period). The cancellation of the contract must be reported to Sixt rent-a-car AG, Euroairport, Basel-Mulhouse, CH-4030 Basel, Fax: +41 (0)61 325 15 56, E-Mail: reservation-ch@sixt.com before commencement of the rental period in writing, by e-mail or fax. A change of booking is only possible if the vehicle category as requested by the Lessee is available.

4.2. With early booking tariffs (Prepaid)

A booking can be changed before the rental begins in return for an alteration charge of CHF 30.-. Any payment in advance already made towards the rental shall not be refunded; nor shall any differential amount be refunded. Likewise, a booking can be cancelled before the rental begins. In the event of cancellation, the payment in advance already made towards the rental shall be paid back

subject to a cancellation charge, which will be withheld and shall be in the amount of the rental charge (in accordance with Subclause 9 including any extras and charges) for a maximum of 3 rental days. Cancellations can be made online (www.sixt.ch/meinsixt) or in writing and must be addressed to: Sixt rent-a-car AG, Euroairport, Basel-Mulhouse, CH-4030 Basel, Fax: +41 (0)61 325 15 56, E-Mail: reservation-ch@sixt.com. In the event that the booked vehicle is not collected or not collected at the agreed time the rental charge already paid shall be withheld in full.

5. Non-take over of the vehicle

If the Lessee does not take over the vehicle, no matter for what reasons, from the Lessor on the agreed, the Lessee is obligated without further ado to pay the Lessor a loss flat rate of CHF 130.– for each vehicle which was not taken over.

The loss flat rate will be deduced from a possible already paid rent.

6. Pre-requisites in the person of the Lessee / additional driver

6.1. The minimum age of the Lessee is 20 years old for rentals in Switzerland. The driver must have been in possession of a valid driving licence for Switzerland or an EU state for at least 1 year from the date of its issue.

In addition the following provisions apply in Switzerland for the minimum age and minimum duration of the possession of the driving licence:

- a) 21 years/2 years for vehicles of the groups IDMR to LDAR and ETMR to ITMR
- b) 25 years/3 years for vehicles of the group XDAR and all other Special Cars.

6.2. Valid driving licences issued in non-EU states will be deemed equivalent to a Swiss driving licence if

- a) no visa is entered in the Lessee's passport which is to be submitted;
- b) the Lessee has a visa in the passport which is to be submitted and at the time when he takes over the vehicle has not yet been in Europe for longer than 6 months;

6.3. For driving licences of which the writing cannot be read in Switzerland an international driving licence is also necessary.

6.4. Should the Lessee not or no longer satisfy one of the pre-requisites according to Subclause 6 upon conclusion of the contract or commencement of the rental period the Lessor is entitled to cancel the contract without further ado and refuse to hand over the vehicle. This in particular also applies for the event that the Lessee has provided false information (e.g. with regard to his age)

when making the reservation/booking. The Lessor reserves the right in all cases to indemnify itself for its incurred expenses from the already paid rent (cf. also Subclause 4).

6.5. The vehicle may only be driven by the Lessee. If one or several additional drivers were agreed when the reservation/booking was made then they must also satisfy the pre-requisites according to Subclause 6. Should the additional driver(s) no longer satisfy one of these pre-requisites according to Subclause 6 none of these additional drivers is entitled to drive the rented vehicle. The rental relationship shall otherwise not be affected thereby. In this case the Lessee is neither entitled to cancel the contract, nor to request repayment of the additional amount which was paid for the additional driver from the Lessor.

7. Hand-over of vehicle / commencement of rental period

7.1. A vehicle hand-over/commencement of the rental period is only possible during the opening times of the relevant rental station.

7.2. The Lessee undertakes to submit the following documents when taking over the vehicle: a) a valid driving licence and under certain circumstances an international driving licence (cf. Subclause 6); b) a valid credit card according to Subclause 10.1; c) a passport which is valid for at least three months after the end of the rental relationship or a Swiss identity card resp. a personal identity card of an EU country.

An approval amount of CHF 6,500.– is requested for the rental of a vehicle of the category X***.

Should one of these documents not be available when the vehicle is to be taken over the Lessor is entitled to refuse to hand over the vehicle without further ado. In this case the Lessor reserves the right to indemnify itself for its incurred expenses from the already paid rent (Subclause 4).

7.3. Should the Lessee only pick up the rental vehicle after the agreed time the pro rata rent for the period of time which was not used will still be owed.

7.4. Vehicles are handed over to the Lessee in a safe condition ready for operation and with a full tank of petrol. When he commences the rental period the Lessee must convince himself of the accuracy of the kilometre reading stated by the Lessor and the status of the vehicle's tank as well as of the complete and correct entry with regard to accident and other damages on the hand-over protocol or on the rental agreement as well as the absence of other defects (notably the absence of motor vehicle documents, proof of insurance, tools, spare tyre, warning triangle and first aid kit) and report any differences to the Lessor on site.

8. Cash deposit

The Lessor is entitled, no later than when the vehicle is handed over, to request a reasonable cash deposit in addition to the expected rent for the possible case of damages, the loss or the theft of the vehicle. The deposit will be reimbursed or credited to the Lessee when the vehicle is returned or in the event of damages, loss or the theft of the vehicle it will be offset against possible claims for damages of the Lessor.

9. Rent

9.1. Deemed as rent is principally the tariff which was agreed when the contract was concluded (incl. registration fee, road use fee, kilometre limits and liability insurance, etc.) in addition to the agreed fees for extras such as additional accessories, additional driver fees, additional agreement of a liability restriction (LDW, TP, PAI; Subclause 15.5, 15.6, 15.8 below), fees for delivery and pick-up service, etc..

9.2. All fuel costs shall be borne by the Lessee. If the vehicle is not filled with petrol when it is returned the subsequent filling of petrol will be settled at the average market price for fuels plus a petrol filling fee. The actual fee can be requested in the rental station at all times.

10. Terms of payment

10.1. Flexi tariff

The payment is possible with a valid credit card of an internationally recognised credit card company, notably American Express, Diners Club, Eurocard/Mastercard and Visa. Not accepted are among others all prepaid cards as well as debit cards e.g. Visa Electron.

Cash payments are only accepted with rental up to the vehicle group CLMR (with approval of the branch manager) and transporters and only up to a maximum rental amount of CHF 600.–.

10.2. Early booking tariff

The payment is possible with a valid credit card according to Subclause 10.1.

If an early booking tariff is booked the credit card will be debited in this respect directly after the booking with the total rent according to Subclause 9.1.

10.3. Authorization to debit the credit card:

Upon conclusion of the contract the Lessee irrevocably authorizes Sixt to debit all rental car costs and other claims associated with the rental agreement from the credit card named by the Lessee. The total payment processing of the relevant rental agreement must be carried out with the credit card which was named upon conclusion of the contract.

11. Use of the vehicle as per contract

The Lessee and additional drivers may exclusively use the rental object for the agreed use, in particular only for private use as a means of transport for themselves and possible passengers together with travel luggage. They are obligated to observe all traffic regulations and to inform themselves about possible special traffic regulations which apply in the country where the rental period is commenced or the countries which are passed through during the journey.

12. Limited liability of the Lessor

12.1. All liability of the Lessor towards the Lessee and possible additional drivers for all kinds of contractual and/or non-contractual physical injuries and/or property damages is expressly excluded including the liability for indirect and/or indirect damages, for missed profits, follow-up damages from defects, damages due to delay, missed connections and opportunities for concluding business transactions, etc.

12.2. The Lessor shall not be liable for damages within the meaning of Subclause 12.1 in this respect which were caused by its assistants.

13. Duties to show care and notification duties of the Lessee

In the event of an accident, theft, fire, or damages due to wild animals or other damages to the vehicle the Lessee must inform the Lessor immediately and do everything possible which is necessary and useful for clarifying the facts and minimising the damages. In particular he must inform and involve the police in case of each accident immediately. This shall also apply with slight damages and accidents it causes itself without the involvement of third parties. If the police refuse to record the accident the Lessee must report and prove this to the Lessor immediately. The Lessee is not permitted to recognise or satisfy a claim in full or in part unless the refusal of the recognition or satisfaction by the Lessee would have been obviously grossly unreasonable according to the circumstances.

Violations of traffic regulations

The Lessee or possible additional drivers are exclusively and personally responsible for all violations of law, notably road transport law, caused with the rented vehicle until the vehicle is returned.

The Lessor as registered owner of the rented vehicle is obligated by law to report the personal details of the vehicle driver or the Lessee to the authorities in case of traffic violations. In this case the Lessee undertakes to pay to the Lessor a fee of CHF 30.– for its administrative costs.

14. Journeys overseas and entry restrictions

14.1. Journeys overseas are permitted in the following countries: Belgium, Denmark, Germany, Estonia, Finland, France, Great Britain, Ireland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, The Netherlands, Norway, Austria, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Czech Republic, Hungary.

The Lessee is not allowed to drive to Estonia, Croatia, Latvia, Lithuania, Poland, Slovakia, Slovenia, Czech Republic and Hungary with Audi, BMW, Mercedes, VW vehicles and jeeps/offroaders. The Lessee may drive in countries of the latter-mentioned group with all vehicles of the groups IVMR, SVMR and FVMR (including Mercedes Vito, Viano, V-Class) and transporters.

It is prohibited to transport the vehicle on a ferry on inshore waters or by sea. All insurances will cease to apply in case of a breach of the conditions for journeys overseas or relating to the use of ferries.

14.2. If the Lessee is given special instructions or conditions relating to customs, customs declaration duties and/or conduct when crossing the border or with regard to the place of return when he takes over the vehicle from the Lessor these must be strictly observed by the Lessee. If it is not possible for the Lessee to follow the received instructions for any reason he must inform the Lessor thereof immediately. Should the Lessee breach these provisions he shall be liable to compensate the Lessor for the damages caused thereby, in particular for customs duties, import duties and fines.

15. Liability and insurance

15.1. The liability of the Lessee towards the Lessor

The Lessee shall be liable towards the Lessor in full with each fault for all damages, notably damages to the rental car and for theft.

15.2. Liability when handing over the vehicle to third parties

If the Lessee hands over the vehicle to a third party the conduct of said third party shall be attributed to the Lessee as his own conduct and he shall be liable towards the Lessor in full for the ensuing damages.

15.3. Scope of the liability:

The obligation of the Lessee for damages comprises the costs of an expert's opinion and a processing flat rate of CHF 100.- besides the actual damages (e.g. vehicle value or repair costs, transport, liability excess and loss of bonus).

In a damaging event the Lessor is entitled to have the cause of the damages, the scope and the amount of the damages determined by an expert at the Lessee's costs. The Lessee declares that it agrees that the findings and the amount of the damages of such an expert's opinion shall be used as a basis for settling the damages with binding effect for him.

If the vehicle cannot be used by the Lessor as a result of a damaging event it can invoice the loss of use for the duration of the repair at the flat rate per diem rates agreed with the Lessee. In case of total damages a loss of use of one week shall be invoiced as a flat rate.

15.4. Liability insurance for third party damages

The Lessee and each authorized driver are insured under a motor vehicle third party insurance. This third party insurance covers physical injuries and property damages of third parties up to a maximum sum insured in the amount of CHF 100,000,000.- and is limited to Europe.

15.5. Liability limitation comprehensive insurance/theft

Upon commencement of the rental period the Lessee can indemnify himself from his liability towards the Lessor for vehicle damages, theft etc. through the conclusion of suitable comprehensive and theft insurance. In this case his liability is limited to the excess of CHF 1000.- (LDW and TP) for the vehicle groups Economy to Standard and trucks, of CHF 1300.- for the vehicle groups Full Size to Xtraordinary and of CHF 1500.- for Special Cars.

The right is reserved to the cases of exclusion, lapse or reduction in the insurance cover according to Subclause 15.7 below.

15.6. Passenger insurance (PAI)

By additionally taking out passenger insurance (PAI) the Lessee shall receive insurance cover for physical injuries to the Lessee or other passengers of the rented vehicle as a consequence of an accident.

The sum insured of the PAI is: CHF 40,000.- in the event of invalidity, CHF 20,000.- in the event of death, unlimited for medical expenses (limited to a max. 5 years).

15.7. Exclusion, lapse of the insurance cover

In the following cases no insurance cover exists in this respect under the insurances according to Subclauses 15.4, 15.5 and 15.6 and the Lessee shall be liable towards the Lessor and third parties for the full damages to an unlimited extent. It in particular concerns damages as a result of:

- wilful or grossly negligent cause of damages;
- false filling with petrol, improper use of snow chains, ski and luggage racks, careless loading of ski and luggage racks, careless handling of the vehicle interior (cigarette holes, tears and stains

in the upholstery) and exterior (damages to the body, tyres and rims), journeys off the road, false manipulation of 4x4 vehicles (mechanical damages to the clutch, gearbox, suspension etc., which are not taken over under guarantee by the authorized garages), false handling of Cabriolet hoods, failure to close the hood in case of rain, wind etc.;

- insufficient service during the rental relationship;
- non-observance of statutory regulations (speed, regulations governing the distance to other vehicles, driving while intoxicated, consumption of narcotics, customs and import provisions, etc.);
- non-observance of the max. height and width of the vehicle (overhead clearances, entrances, tunnels, crossing of bridges, etc.);
- transports of forbidden or hazardous goods (dangerous goods);
- transport of passengers or goods against payment.

The non-compliance with the duties listed in this contract and the general business terms (use regulations, reporting duties, etc.) as well as the handing over of the vehicle to an unauthorized third party or third party who does not have a valid driving licence irrespective of the type of the suffered damages leads to the lapse of possible insurance cover and therefore to the unlimited liability of the Lessee towards the Lessor and third parties for all damages associated with the rental relationship.

Insurance cover will not exist in any way for damages owing to improper use of the rental object or owing to the breach of contractual duties; they are to be borne by the Lessee in all cases.

15.8. Further contractual liability restriction towards the Lessor

A liability restriction can be agreed for damages as a result of collisions, parking damages or for damages through martens by means of contract and against an additional payment. In these cases the Lessee's liability is restricted as follows: his liability is limited to the amount of the excess according to the tariff list of the Lessor which applies when the contract is concluded. Damages beyond this shall be taken over by the Lessor. The exemption from the excess can additionally be agreed by means of a contract and against the payment of a special charge. All indemnification from liability as well as the exemption from the excess shall cease to apply if the damages are due to a wilful or grossly negligent conduct of the driver or additional driver. In such cases the Lessee shall be responsible for all incurred damages to an unlimited extent.

15.9. Gross negligence:

Deemed as grossly negligent conduct which substantiates in all cases the full and unlimited liability of the Lessee towards the Lessor is in particular for example, however not only:

- The non-compliance with the statutory regulations (e.g. excessive speed, non-observance of stop signs, red lights, bans on overtaking, excessive alcohol, drugs and medication consumption, reporting duty when crossing a bridge);
- The non-observance of the height and width of the vehicle (e.g. roof damages or body damages through collisions when crossing bridges, collisions in entrances, etc.);
- The non-control of the vehicle (e.g. in case of overfatigue, falling asleep at the steering wheel, non-adjusted manner of driving, etc.)
- False filling of petrol in the vehicle;
- Insufficient vehicle security (e.g. failure to lock the vehicle, leaving the key in the lock);
- Leaving valuables in the vehicle.

16. Return of the vehicle

16.1. The Lessee undertakes to return the vehicle according to the details stipulated in the rental agreement relating to place, date and time of the return, or with premature termination of the rental agreement for an important reason at an earlier time at the request of the Lessor.

It is only possible to return the vehicle during the opening hours in the rental stations of the Lessor.

16.2. After termination of the rental agreement or after the exceeding of the agreed rental period the Lessor is entitled to take possession of the vehicle at all times or to procure it at the costs of the Lessee and to charge the if applicable additional use of the rental agreement. This shall also apply in case of longer-term rents for the event that the Lessee is in arrears with the agreed rent for more than two weeks or it can be seen that he can no longer satisfy the obligations of the rental agreement.

16.3. The rental agreement shall end at the agreed time. By agreement with the Lessor the contract can be extended if this is requested by the Lessee at least three days before expiry of the agreed rental period. In the absence of a contrary agreement the same conditions shall apply to the extended rental period as to the originally agreed rental duration or the conditions which were adjusted to the rental period. The rental period may only be extended in writing at the relevant station of the Lessor and only by the Lessee himself.

17. Personal data of the Lessee

The Lessee agrees with the storage of his personal data by the Lessor by complying with provisions under data protection law.

18. Applicable law and place of jurisdiction

Swiss law shall apply exclusively to the rental agreement under the exclusion of international private law.

The place of jurisdiction for all disputes between the Lessee and additional drivers on the one hand and the Lessor on the other hand in connection with the rental relationship is Basel-city. However, the Lessor remains entitled to bring the matter before any other court of jurisdiction.

19. Nullity or partial nullity; language

Partial or full nullity or invalidity of one or several provisions of the contract, including these general business terms, shall have no affect on the validity of the other provisions. Possible invalid provisions or provisions which have become invalid are to be replaced when applying the contract by those which shall as far as possible satisfy the intended aim of the invalid provisions. In the case of doubt the German text of the contract shall be decisive.