

General Terms and Conditions of Rental

Sixt rent-a-car AG

for digital rental of vehicles in the Sixt app

Sixt rent-a-car AG
Schwarzwaldallee 242
CH-4058 Basel
(hereinafter referred to as 'SIXT')

1. Parties

The lessor is Sixt-rent-a-car AG Switzerland with registered seat in Basel (hereinafter referred to as the "lessor" or "SIXT"). 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. 3 ff. of the Swiss Code of Obligations to conclude a vehicle rental contract. The contract is binding once it has been confirmed by the lessor to the lessee (conclusion of the contract).
- 2.2 By clicking on the relevant button in the Sixt App, the lessee indicates that he/she has read and understood the contractual terms together the displayed General Terms and Conditions of Rental via the Sixt App ("GTCs"), and thus expressly consents to the same. The contents of the concluded contract can be accessed via the Sixt App, are sent to the lessee by email, and are thus confirmed as binding for both parties.
- 2.3 The vehicle displayed in the reservation/booking step indicates the specific vehicle category and not the specific vehicle model. If the reserved/booked vehicle category is no longer available, the lessor reserves the right to offer a higher or lower vehicle category without adjusting the price, or to simply cancel the lessee's booking/reservation without having to provide compensation. In such cases, the lessee also has the option of cancelling the reservation/booking or selecting a vehicle from another category at the price offered.
- 2.4 SIXT is moreover entitled to cancel the contract without compensation for damages if the lessor fails to pay the rental fee and all other fees and costs for the entire rental period prior to the start of the rental period.
- 2.5 The lessee and any additional drivers are only permitted to use the rental vehicle for the purpose agreed, in particular only for private use as a means of transport for themselves and any passengers and their belongings.

3. Rebooking/cancellation by the lessee

3.1 With Flex tariffs

After conclusion of the contract, the lessee may cancel the contract or change the booking at all times free of charge until the agreed start time (i.e. when possession of the vehicle will be taken; "rental start"). The lessee must notify Sixt rent-a-car AG by post sent to Schwarzwaldallee 242, 4058 Basel, Switzerland; by fax sent to +41 (0)61 325 15 56; or by email sent to reservationch@sixt.com before the scheduled start of the rental. A change of booking is only possible if the vehicle category as requested by the lessee is available.

3.2 With early booking tariffs (Prepaid)

A booking may be changed before the start of the rental for a fee of CHF 40. Cross-border rebooking of already booked reservations are not possible. Any payment in advance already made towards the rental will not be refunded nor will any difference be refunded. Likewise, a booking can be cancelled before the start of the rental. In the event of cancellation, the payment already made towards the rental shall be refunded less a cancellation fee equal to no more than the tariff for three days' rental plus any extras booked, fees, and other costs, unless the lessee can demonstrate that the lessor has experienced lesser damages from the cancellation. The refund will be issued within ten business days after the cancellation.

Cancellations can be made online (www.sixt.ch/meinsixt) or in writing and must be addressed to: Sixt rent-a-car AG, Schwarzwaldallee 242, 4058 Basel, Switzerland; Fax: +41 (0)61 325 15 56, Email: reservation-ch@sixt.com. In the event that the booked vehicle is not collected at the time agreed or at all, no refund of the rental charge already paid will be issued.

4. Failure to collect the vehicle

- 4.1. If, for any reason whatsoever, the lessee fails to take possession of the vehicle within one hour of the time and date agreed, SIXT is no longer bound to the reservation.
- 4.2. The lessee agrees to pay the lessor a no-show fee of CHF 130 for each vehicle not collected. The no-show fee will be deducted from any rent already paid. The assertion of further damages is expressly reserved.

5. Lessee/driver requirements

- 5.1 Lessees for rentals in Switzerland must be at least 20 years of age.. 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/minimum possession of a driving licence:

- a) 21 years/ 2 years for vehicles in groups IDMR to LDAR and ETMR to ITMR
 - b) 25 years/ 3 years for vehicles in groups XDAR and all other special cars
 - c) 25 years/10 years for Maserati, Mercedes Benz7 AMG, and all other luxury cars
- 5.2 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 must also be presented;
 - b) The lessee has a visa in the passport which must be presented and at the time the vehicle is collected has not yet been in Europe for longer than 6 months.
 - 5.3 For driving licences in non-Latin alphabets, an international driving licence is also necessary.
 - 5.4 The lessor requires the lessee to provide proof of his/her current driving licence at regular intervals via the Sixt App. If the lessee would like to use services such as the digital rental service (e.g. SIXT fastlane), he/she must present his/her driving licence to the lessor before the rental period begins in accordance with the process outlined by the lessor in the Sixt App..
 - 5.5 Should the lessee not or no longer satisfy one of these prerequisites in this §5 at the time the contract is concluded or the rental starts, the lessor is entitled to cancel the contract and refuse to hand over the vehicle. This applies in particular also in the event that the lessee has provided false information (e.g. with regard to age) when making the reservation/booking. The lessor reserves the right in all cases to deduct damages for expenses already incurred from any rent already paid (cf. also §4).
 - 5.6 The vehicle may only be driven by the lessee. Having completed the booking via the Sixt App, one or more additional drivers can be booked at a Sixt station in return for a corresponding fee. Additional drivers are only permitted in the event of such a booking and must also meet the requirements in accordance with Clause 5.
 - 5.7 Should the lessee or the additional drivers fail to meet the requirements in accordance with Clause 5 , none of these persons shall be permitted to drive the rented vehicle. The lessee is obliged to immediately inform Sixt via email (fuehrerschein@sixt.com) of the revocation of his/her driving licence as well as regarding all circumstances placing a restriction on the driving licence (for example, restriction of the driving licence, temporary seizure or confiscation of the driving licence, or a judicial or official driving ban). Upon revocation of the driving licence or the occurrence of other circumstances placing a restriction on the driving licence (for example, restriction of the driving licence, temporary seizure or confiscation of the driving licence, or a judicial or official driving ban), the lessee is prohibited from using the Sixt App for renting vehicles. The rental relationship shall not otherwise be thereby affected.

In this case, the lessee is neither entitled to cancel the contract nor request a refund of any additional driver fees paid to the lessor.

6. Vehicle collection/rental start

- 6.1 Vehicles may be collected and rentals started only during the opening times of the relevant rental station, as well as 30 minutes before and after.
- 6.2 The lessee shall submit the following documents when registering in the Sixt App :
 - a) a valid driving licence and, as required, an international driving licence (cf. §5);
 - b) a valid credit card per §9;
 - c) a passport valid for at least three months after the end of the rental period, a Swiss identity card, or a personal identity card of an EU member state;

d) another ID showing the lessee's current home address if not already apparent from the document provided under c) above.

If any of these documents is not provided at the time the vehicle is to be collected, the lessor is entitled to refuse to have over possession. In this case the lessor reserves the right to indemnify itself for its incurred expenses from the rent already paid (§4).

- 6.3 If the lessee collects the vehicle at a time later than agreed, no refund will be issued for that rental period not used.
- 6.4 Vehicles are handed over to the lessee in safe operating condition and with a full tank of fuel. At the start of the rental period, the lessee must check the accuracy of the odometer reading stated by the lessor and the fill level of the vehicle's tank, as well as make a complete and correct inventory of accidental and other damages on the pre-rental inspection or on the rental agreement as well as declare that no other defects are present (such as missing registration papers, proof of insurance, tools, spare tyre, warning triangle, and first aid kit) and report any discrepancies to the lessor at the rental station. Failure to provide such notice constitutes acceptance of the vehicle as having been handed over in proper condition.

7. Deposit

- 7.1. The Renter is required to pay a deposit at the beginning of the rental period to safeguard any claims made by SIXT resulting from or in relation to the Rental Agreement. The amount of the deposit depends on which vehicle group the rental vehicle is assigned to and this amount is specified in the Rental Agreement. The vehicle group and the deposit generally charged for that group can be viewed online at any time by visiting www.sixt.ch/mietservice/mietinformationen/ or this information can be requested by calling or visiting any SIXT branch. However, it is only the vehicle group and deposit specified in the Rental Agreement that are legally binding for each individual case.
- 7.2. SIXT has the right to withhold some or all of the deposit to cover any claims resulting from or in relation to the Rental Agreement. If there are no costs to be covered, then the deposit is returned in full to the Renter after they have returned the rental vehicle.
- 7.3. SIXT is not obliged to keep the deposit separate from its assets. There is no interest on the deposit. SIXT is entitled to request payment of a deposit even after the rental period has begun.

8. Mietpreis

- 8.1 Deemed as rent is principally the tariff which was agreed when the contract was concluded together with all other fees and charges. By signing the rental contract, the lessee declares that he/she is aware of this rental amount, fees, and other charges and expressly consents to the same (incl. mileage limits, fees for extras such as additional equipment, additional driver charges, liability cover per §§ 15.5 ff., collection and delivery service fees, etc.).
- 8.2 All fuel costs shall be borne by the lessee. If the vehicle is not fully refuelled when returned, the lessor will refuel the vehicle at the current average market price for the fuel plus a convenience fee as posted in the rental station.
- 8.3 The rental agreement will stipulate a specific station to which the vehicle must be returned at the end of the rental period. The rental will be considered one-way if the agreement stipulate a return to a station different from the one where the vehicle was collected. If the vehicle is delivered to a station other than the one stipulated in the one-way rental agreement, the renter will be charged a flexible location charge of CHF 19.99 (incl. VAT). If the vehicle is delivered to a station other than the one stipulated in the return trip rental agreement (i.e. where the collection and return stations are identical), the renter will be charged a flexible location charge of CHF 19.99 (incl. VAT).

9 Payment terms and electronic invoicing

9.1 Method of Payment

Payment may be made with a valid payment method such a credit card (issued by an internationally recognised credit card company, namely i.e. American Express, Diners Club, Eurocard/Mastercard, and Visa), debit card or Maestro/VPAY card. Not accepted are any prepaid cards such as Visa Electron.

9.2 Invoice due date

If choosing a flexi-tariff and if not otherwise expressly agreed the customer's chosen payment method will be charged the rental fee, all other agreed charges and the deposit on the rental start date.

If choosing a prepaid tariff, the payment method will be charged the rental price immediately after booking in accordance with paragraph 8 and all other prepaid services.

9.3 Authorisation to charge the payment method

By forming this agreement the lessee irrevocably authorises SIXT and its authorised collection agents to debit all hire car costs and all other charges for SIXT (especially also of fines, charges, administration fees and other costs resulting from violations of traffic regulations by the lessee that are charged to the lessor or bodies of the same (cf. fig. 13.2 and fig. 13.3 below) as well as any damage compensation claims in accordance with fig. 15 below) from the means of payment designated by the lessee at the time of formation of the rental agreement, presented subsequently or designated in addition.

At the time of handing over the vehicle and monthly for long-term rentals, the rental fee (excluding prepaid tariff) and deposit must be guaranteed in advance by an approval of the bank processing the payment. If approval is not provided, SIXT can refuse handover of the vehicle. If the vehicle has already been handed over and if approval is not provided for the following month, the customer will be considered in default of payment. In this case, SIXT is permitted to issue written notice and payment is still not received to cancel the rental contract.

9.4 Electronic invoicing

The lessee agrees not to receive printed invoices and that the lessor may instead send electronic invoices to the email address on file.

The lessee is responsible for ensuring that said invoices can be received and accepts liability for any failure to deliver the same. An invoice is deemed received once it has been received by the lessee's domain.

If the lessor only sends a note inviting the lessee to retrieve the invoice or the lessor makes the invoice available for retrieval, the invoice is received when thus retrieved. The lessee is obligated to retrieve the same within a reasonable timeframe.

The lessee may revoke this consent to electronic invoicing at any time. In this case, the lessor will send printed invoices instead. The lessee will be charged the additional costs thus incurred for printing and postage.

10. Usage of the vehicle

10.1 The lessee is obliged to: (i) drive and handle the vehicle with care and comply with the operating instructions given by the manufacturer or the lessor; (ii) lock the vehicle when not in use, in particular the windows, roof openings, and bonnet; (iii) use the vehicle only in the approved countries and in accordance with the legal provisions; (iv) use the vehicle only for legally permissible purposes; and (v) interrupt the journey if a defect occurs in the vehicle as soon as possible without causing further hazard and with immediate notification to the lessor

10.2 Restrictions on use

It is forbidden to use the vehicle (i) for races, skidding courses, driving courses, or the like or to give driving lessons; (ii) to tow, push, or pull over vehicles or other objects; (iii) if false personal data such as age, name, address, etc. has been provided; (iv) under the influence of alcohol, drugs, medications, and stimulants; (v) in an overloaded or non-roadworthy state; (vi) to cross waterways of any kind (especially in the case of 4x4 vehicles); (vii) for commercial use, in particular for the transport of persons or goods for remuneration or rental to third parties; or (viii) to transport flammable, explosive, toxic, or hazardous substances.

10.3 Care

The lessee agrees to check the oil and water levels in the vehicle as well as the tyre pressure on a regular basis and make any corrections necessary.

10.4 Repairs

Repairs during the rental period should, whenever possible, be done by the closest garage operated by the maker of the vehicle. Should the repairs cost more than CHF 200, the lessor should be contacted in advance to coordinate credit for the costs incurred. The lessor will reimburse the cost of repairs if coordinated as described above and with the submission of the repair invoice. Excluded are any situations where the lessee is responsible for such costs under these terms, e.g. on the basis of §15.6. Parts replaced must be returned to the lessor for its inspection.

10.5 Virtual vehicle key

When the lessee registers for the digital rental service in the Sixt App, his/her smartphone becomes a virtual vehicle key. The lessee must ensure that third parties do not gain access to the vehicle, i.e. in order to drive it, via their smartphone.

11. Limitation on lessor liability

The lessor and its agents hereby waive, to the extent permitted by law, any liability to the lessee and any approved additional drivers for any and all personal or property damage, including any indirect damages, missed profits, damages resulting from defects, damages due to delay or the unusability of the vehicle, missed connections, missed opportunities for business deals, etc. The lessor also waives liability for any such damages described in §11.1 such as may be caused by its agents.

12. Lessee duty of car and notification

- 12.1 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 such as may be necessary and useful to clarify the situation and minimise the damages. In particular, the lessee must notify and involve the police in case of each accident immediately. This shall also apply to slight damage and accidents caused by single-vehicle incidents. If the police refuse to file a report for the accident, the lessee must notify the lessor immediately and supply proof of the same. The lessee is not permitted to recognise or satisfy a claim in full or in part unless such refusal would be obviously grossly unreasonable according to the circumstances.
- 12.2 If the lessee is in breach of the obligations undertaken in §12.1, he/she is fully liable for any damage caused and all limitations on liability or insurance cover is forfeited (cf. § 15.6). The lessee herewith authorises the lessor to view the police report or that of any other authorities in case of a loss.

13. Traffic violations

- 13.1 The lessee is obliged to observe all traffic regulations and to keep informed of any special traffic rules applicable in the country where the vehicle is collected and any countries through which the vehicle will be driven during the rental period.
- 13.2 The lessee is solely responsible for all infringements of the law caused while operating the rental vehicle including while an additional driver was at the wheel until such time as the vehicle has been returned. If claims are asserted against the lessor for such infringements, SIXT is entitled to charge the lessee for any fines, fees, or other costs thus incurred.
- 13.3 As the legal owner of the rental vehicle, the lessor is required by law to pass on the personal data of the driver or lessor to the proper authorities. The lessee agrees to pay the lessor a fee of CHF 35 for each report for its administrative costs thus incurred.

14. Travel to foreign countries and entry restrictions

The lessee must comply with any given special instructions or conditions given upon collection such as may concern customs, customs declaration duties and/or conduct when crossing the border or with regard to the place of return. If it is not possible for the lessee to follow said instructions for any reason, he/she must inform the lessor immediately. Should the lessee be in breach of these provisions, he/she shall compensate the lessor for the damages thus caused, in particular any customs duties, import duties, and fines.

15. Liability and protection

- 15.1 The liability of the lessee towards the lessor
Regardless of fault, the lessee is liable to the lessor for any and all damage, deterioration, or loss/theft incurred with the rental vehicle. The lessee is particularly liable for the conduct of any additional drivers or others called to assist. Their conduct shall be considered the lessee's who shall be fully liable to the landlord for any resulting damages. Multiple lessees for a single rental contract have joint and several liability.

The lessee may opt to purchase liability limitation cover (see § 15.5) up to a certain amount of cover.

- 15.2 Scope of the liability
The lessee shall be liable for the actual damage (e.g. minimum value of the vehicle, or repair costs, transport, deductible, and loss of bonus), plus the cost of an appraiser's professional opinion, and a flat processing fee of CHF 150 per incident.

If the Renter loses or damages the charging cable for electric vehicles, the Renter must reimburse SIXT the costs of procuring a replacement cable and also pay an administrative fee in accordance with the above paragraph regarding the replacement of lost or damaged goods. SIXT is free to claim further damages.

The lessor is entitled to have the cause, scope, and detailed listing of the damages determined by an expert it appoints, the costs of which shall be borne by the lessee. The lessee declares that the expert's findings shall be binding as the basis for calculating the amount of damages to be settled as stipulated in Art. 189 of the Swiss Code of Civil Procedure. If the vehicle is not usable by the lessor as a result of such damages, it may charge the lessee for the loss of use for the duration of the repairs at the daily rate used for the rental contract with the lessee. In case of total loss, the lessor may charge the lessee one week's rent for loss of use.

SIXT will issue the Renter responsible for such damages an invoice that must be paid within 14 days. If the damages are not reimbursed in a timely manner, a fee of CHF 18 will be charged for each reminder. All further costs incurred as a result of this claim will also be borne by the lessee.

15.3 Liability cover for damage to third-parties

The lessee and each authorised driver are covered by a motor vehicle liability policy. This liability covers physical injuries and property damages caused to third parties up to a maximum of CHF 100,000,000, but only for incidents within Europe.

15.4 Personal Accident Protection (PAP)

By taking out additional personal accident protection, the lessee shall receive cover for physical injuries to him/herself and other passengers in the rental vehicle resulting from an accident. The PAP cover 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)

15.5 Liability limitation for vehicle damage /theft

On rental commencement by concluding a liability limitation and theft protection the lessee can limit to an excess his/her liability to the lessor for vehicle damage (excluding damage to the interior), destruction of the vehicle and theft. A reduction or complete exemption from the excess may additionally be contractually agreed on payment of a special fee. The amount of the excess is calculated from the current price list of the lessor for each vehicle class at the time of formation of the agreement and stated explicitly in the rental agreement.

An "interior" protection package above and beyond the protection of the liability limitation in accordance with the paragraph above can be booked on payment of an additional fee. If this protection package is booked and paid for then there is no liability for:

Damage and dirt on the inside of a load compartment / boot / box body during vehicle operation as well as during loading and unloading of the vehicle;

Damage and dirt on the inside of the vehicle or on the inside of the driver's and/or passenger compartment as a result of normal use of the vehicle.

This remains subject to the cases in which the liability limitation is excluded or omitted in accordance with fig. 15.6 below.

15.6 Exclusion, lapse of insurance cover/collision damage waiver

Intentional or grossly negligent damage (cf. § 15.7 below) will in either case, regardless of the nature of the damage, cause the collision damage waiver and any insurance cover per §§15.3, 15.4, and 15.5 to lapse and thus render the lessee fully liable to the lessor and all third parties for any damage caused. In addition, regardless of the fault, any collision damage waiver or insurance cover does NOT apply to any of the following circumstances and the lessee is fully liable to the landlord and third parties for unlimited damages:

- The case of incorrect refuelling, improper use of snow chains, ski and luggage racks, incautious loading of ski and luggage racks, careless treatment of the vehicle interior (cigarette holes, tears and stains in the upholstery or other interior decoration other than if the "interior" protection package is concluded), cigarette holes and slits in the interior, consequences of offroad driving, improper operation of 4x4 vehicles (mechanical damage to the clutch, gearbox, suspension etc. not included in the guarantee), improper handling of convertible roofs, failure to close the roof in case of rain, wind etc.;
- insufficient vehicle maintenance and service during the rental period;
- roof and other damage resulting from failure to observe height and width restrictions for vehicles on roadways, entrances, tunnels, bridges, etc.;
- the transport of prohibited or dangerous goods;
- the carriage of passengers or goods in exchange for remuneration;
- non-compliance with the lessee's obligations per the rental agreement and these terms (in particular, the rules of use per §10. and the due care and notification obligations per §12.) as well as handing over possession of the vehicle to an unauthorised third party or one who does not have a valid driving licence;
- failure to comply with statutory requirements concerning border crossings, customs, and import regulations;
- damage to tyres, rims, or windows, unless the lessee has purchased a damage waiver for the same.

15.7 Gross negligence

Gross negligence which per §15.6 will result in the full, unrestricted liability of the lessee towards the landlord or third parties, even if the lessee has purchased a collision damage waiver or insurance cover includes, but is not limited to:

- any gross breach of traffic regulations within the meaning of Art. 90 (2) of the Swiss Traffic Code;
- any type of driving where the driver is aware of the generally dangerous nature of the unlawful driving style or has failed to consider the same;
- any type of driving in which the driver is in breach of essential precautionary principles and thereby disregards what should have been apparent to any intelligent person in the same situation and in the same circumstances in order to avoid foreseeable damages in the ordinary course of events;

- any type of driving under the influence of alcohol, narcotics, or medications that would reduce his/her ability to drive safely;
- any type of driving in a state of fatigue or exhaustion, momentary falling asleep, or other drowsiness;
- the following traffic code violations if they have resulted in or contributed to an accident: excess speed or speed not appropriate to current road conditions, failure to control the vehicle, following vehicles too closely, failure to comply with overtaking bans and stoppages and disregard of light signals, disregard of stated direction of travel, inattentiveness and diversion at the wheel, e.g. resulting from the use of mobile phones, radios, or navigation devices, etc., switching off safetyrelevant vehicle features such as ABS and ESP and other driving stabilising systems, driving the vehicle in a state that is against the traffic code or otherwise unsafe to operate (e.g. inadequate securing of a load, inadequate cleaning of the vehicle windshields from snow, ice, or dirt, etc.);
- insufficient securing of the vehicle (e.g. failure to use the handbrake when parking the vehicle on a slope, not locking the car, 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 in accordance with the details recorded in the rental agreement with respect to location, date and time of return. If the lessee returns the vehicle prematurely i.e. before the end of the rental period then this shall not result in premature termination of the rental agreement. There shall be no reduction in the agreed rental price in the event of premature vehicle return or delayed collection.
- 16.2 The lessee is obliged to return the vehicle to an employee responsible for return at the rental station agreed for the return. By locking the vehicle via the Sixt App (“virtual return”) or upon receipt of the keys and vehicle including inspection of its condition by the lessor (“registration”), the vehicle is deemed to be returned to the lessor.. If the lessee returns the vehicle to a station other than the one agreed then a service charge of CHF 19.99 (incl. VAT) shall be incurred unless the lessee has informed the lessor of this in advance and the lessor has agreed to it. . If the vehicle is returned virtually or outside the opening hours of the rental station, the lessee shall remain responsible for said vehicle until it has been registered by the lessor in the time frame as outlined in Clause 16.6 below. The same applies if the lessee leaves the rental station, when a responsible employee is present, before the vehicle has been registered.
- 16.3 Should the lessee fail to return the vehicle or the keys of the vehicle – even without the lessee being at fault – to the rental company at the end of the agreed rental period, then the rental company shall be entitled to demand compensation for the duration of the withholding at least equal to the amount of the previously-agreed rent. The lessee shall also be required to pay a fixed compensation fee of CHF 10,77 (including VAT) for the associated processing costs, unless the lessee is able to prove that the rental company has incurred less work and/or damage. The assertion of further damage claims is not excluded.
- 16.4 The lessee must return the vehicle as well as any extras in a condition that corresponds to the contractual use. In the case of damage, excessive wear or dirt on the vehicle the customer must provide compensation for such. A liability limitation concluded in accordance with fig. 15.5 does not provide exemption from damage compensation for excessive wear or dirt on the vehicle unless this relates to the interior in the case of conclusion of the relevant protection package and is the result of normal use of the vehicle.
- 16.5 Data may be stored in the vehicle if the navigation system is used or a mobile phone or other device is connected to the vehicle. If the Renter/driver does not want this data to be accessible after they have returned the vehicle, they must make sure to delete the data before returning the vehicle. The data can be deleted by restoring the factory settings of the vehicle’s navigation and communication system. Instructions regarding how to do this can be found in the instruction manual, which is located in the glove compartment. SIXT is entitled to delete the above mentioned data, but is not obliged to do so.
- 16.6 The lessee is obliged to immediately inform SIXT of any damage or defects that occur during his/her use of the vehicle . As a rule, the lessor will create a log in accordance with fig. 16.2 of the state of the vehicle at the time of return to be signed by both parties, said signature being a binding confirmation of the vehicle’s condition upon. In the event of a virtual return of the vehicle or if the lessee returns the vehicle outside the opening hours of the rental station or if no other log is created, SIXT shall be entitled unilaterally to identify any damage, excessive wear and tear, or uncleanliness, and notify the lessee within 2 working days after processing the return, provided that the vehicle has been registered by SIXT within 3 working days following return by the lessee. If no such notification is made, the vehicle may be considered to have been returned as normal, although the right to identify hidden defects is expressly reserved.
- 16.7 Upon expiry of the rental agreement or failure to return the vehicle as agreed, the lessor is entitled to retake possession of the vehicle at any time and to bill any costs thus incurred to the lessee together with any additional rental fees. This also applies to

longer-term rentals where the lessee is 10 days or more late paying the agreed rental fees or it becomes likely that the lessee will no longer be able meet the obligations of the rental contract.

- 16.8 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. Unless otherwise agreed, the same conditions shall apply to the extended rental period as the previous rental period. The rental period may only be extended by written agreement signed at the relevant station by the lessee.
- 16.9 Special rental rates apply only within the period offered and presuppose that the rental period corresponds with the one agreed at the time of rental. If said period is exceeded or curtailed, the normal rate, instead of the special rate, shall apply to the whole rental period.
- 16.10 In case of long-term rentals (rentals with an agreed rental duration of more than 27 days) the lessee undertakes to return the vehicle when the kilometre reading stated in the rental agreement is achieved, by no later however than on the last day of rental as stated in the rental agreement. For the event that the lessee exceeds the kilometre allowance as stated in the rental agreement by more than 100 km and/or returns the vehicle after the date stated in the rental agreement he is obliged to pay a conventional penalty in the amount of CHF 750; this shall not apply if the lessee proves that the rental car company has not suffered any or less damages. When the odometer reaches the number of kilometres stated in the rental agreement, the lessee shall return the vehicle in exchange for an equivalent vehicle for the remaining rental period.

17. Data protection

- 17.1 All data collected by SIXT in relation to the Renter or other people involved in the rental process will be processed in accordance with the Swiss Federal Data Protection Act and the EU General Data Protection Regulation (GDPR), to the extent to which they may be applicable.
- 17.2 In addition to their general personal information, the customer also gives SIXT explicit permission to use all other information (including images) contained in their driver's licence or ID (passport / ID card), contact details (particularly their email address), financial data (e.g. credit card details), as well as all other forms of personal data in accordance with our data protection policy (<https://www.sixt.ch/datenschutzhinweise/>) (only available in German and French) for the purposes specified in the data protection policy. The Renter has the right to withdraw their consent at any time. Once the Renter has provided their consent, their data can be legally processed until that consent is withdrawn. The withdrawal of consent does not affect the legality of any prior processing
- 17.3 The Renter's email address is only used by SIXT to offer the Renter products and services that are similar to those they have already purchased. The Renter can object to this use of their email address at any time without incurring any costs other than those related to the transmission of their request (telephone, email) according to basic tariffs.
- 17.4 By submitting the data, the lessee gives SIXT consent to transfer the same to other members of the SIXT Group (in particular to Sixt GmbH & Co. Autovermietung KG as well as SIXT SE, both Pullach, Germany, for details <http://se.sixt.de/info/impressum/>) for the purpose of executing the rental agreement, for marketing purposes, and to maintain existing or future customer relationships, as well as for those obvious purposes or those expressly specified when the data was collected.
- 17.5 The lessee may revoke the consent about their data being circulated by SIXT at any time.
- 17.6 The name, address, and rental data as well as any other information about the lessee shall be provided to the appropriate authorities if required for various administrative inquiries (e.g. in the context of traffic violation violations) or to claims asserted by third parties (e.g. for damages caused, etc.).

18. Applicable law and place of jurisdiction

- 18.1 Swiss law shall apply exclusively to the rental agreement under the exclusion of international private law.
- 18.2 The place of jurisdiction for all disputes arising from this contract shall be Basel-Stadt, Switzerland. However, the lessor is entitled to seek redress in any other competent court.

19. Severability; language

If any provision in this contract or these terms is null or void, it shall not affect 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 come closest to satisfying the intended aim of the invalid provisions. The German text of the contract shall be decisive.