

# **General rental terms and conditions (T&Cs)**

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

1. The renter agrees to treat the vehicle properly and with care and competence, following all the technical rules and regulations for use, in particular checking the level of oil in the engine, if the oil warning light comes on, always checking that the vehicle is in a condition suitable for circulation during the entire rental period and locking the vehicle regularly. The vehicles provided by Sixt are generally non-smoking vehicles.
2. If during the rental period it becomes necessary to repair the odometer or make a repair to maintain the vehicle in operation and to ensure its safety on the road, or if it becomes necessary to carry out the planned periodic inspection of the vehicle, the renter may appoint a partner workshop for said work up to a maximum estimated repair cost of € 100. If the estimated repair costs exceed this amount, the renter shall inform Sixt without delay, in accordance with the provisions of §§ G.2 and G.3 below.
3. The vehicle is delivered to the renter with the tank completely full of fuel. At the end of the rental period, the renter is obliged to return the vehicle with the tank completely full of fuel. If the vehicle is not returned with a full tank, Sixt will charge the renter the cost of the fuel refuelling service in accordance with the rates in force at the time the rental contract was stipulated, unless the renter can prove that significantly lower costs were incurred for refuelling or that no cost was incurred. The current rates are available and can be consulted at all Sixt rental points and will include (i) the cost of the vehicle refuelling service operated by SIXT and (ii) the cost of petrol/diesel, the amount of which will vary according to the level of fuel in the tank when the vehicle is returned.
4. In the case of rentals lasting more than 27 days, the renter is also obliged to bear the costs arising from the purchase of refillable liquids (in particular engine oil, windscreen wiper fluid and antifreeze additives) up to a maximum of 8% of the monthly rental fee (net), if during the rental period it becomes necessary to purchase such liquids.
5. For commercial vehicles equipped with an AdBlue® tank, the renter will receive the vehicle with its tank completely full. If the rental period is longer than 27 days, the renter is obliged to return the vehicle at the end of the contract period with the AdBlue® tank fully filled. If the vehicle is not returned with the AdBlue® tank completely full, Sixt will charge the renter the cost of the additional fuel, as well as a cost for the refuelling service according to the price list in force at the time of rental. The current price list is displayed at all Sixt rental points. In the event of a contractual relationship lasting less than 28 days, Sixt will fill up the AdBlue® tank with additional fuel for a lump sum which will be calculated and invoiced to the renter on the basis of the kilometres travelled. This amount will be indicated in the price list posted at all Sixt rental points.
6. When renting vehicles equipped with an AdBlue® tank, the renter must ensure that the AdBlue® tank remains sufficiently full at all times. The renter and his/her assistants are liable for any violations of the above obligation committed during the rental period; the renter is obliged to indemnify and hold harmless Sixt from any claims by authorities or other third parties against the rental company for failure to fill the AdBlue® tank, in particular for any fines and penalties relating to the rental period.

**B. Reservations, prepaid rate**

1. Domestic and foreign reservations are only binding for price categories and not for vehicle types. The obligation to honour a reservation shall expire if the vehicle is not picked up by the renter within one hour of the time agreed with Sixt.
2. For remote reservations (e.g. via homepage, app, e-mail, telephone, etc.) or from places other than the points of sale, there is no right of withdrawal under Article 59, letter n) of Legislative Decree 6.9.2005, no. 206 ("Consumer Code"), where applicable.
3. For reservations at a prepaid rate, the customer submits to Sixt an irrevocable proposal to conclude a rental agreement at the place of collection of the vehicle and to take delivery of the same within one hour of the agreed time. If the proposal is accepted by Sixt, the customer agrees to make a credit card payment for a deposit under art. 1385 of the Italian Civil Code corresponding to the amount of all the selected services, VAT included. Sixt, in turn, sends the customer a voucher that must be delivered upon signing the rental agreement. When the vehicle is picked up, a rental contract is signed at the agreed conditions and in accordance with the general terms and conditions in force. If the vehicle is not picked up or if the customer does not show up at the agreed time and place, Sixt will keep the deposit under art. 1385 of the Italian Civil Code as a penalty. If the customer cancels the reservation, Sixt shall keep part the customer deposit corresponding to the first three rental days, as a penalty. The remaining part of the customer deposit will be credited back to the customer. Up to 48 hours prior to the start of the rental period, it is possible to modify the reservation with an administrative charge of € 29,99 plus any difference between the original chosen rate and the modified rate, if higher. This difference must be paid by the end of the rental period. It is not possible to change from a prepaid to a non-prepaid rate. In addition, the rental and/or drop-off location must be within the rental pick-up and/or drop-off country specified when the reservation is made. Changes can be made, for example, by e-mail ([reservation-it@sixt.com](mailto:reservation-it@sixt.com)). If Sixt does not provide a vehicle to the customer at the agreed time, the customer is entitled to obtain twice the deposit paid, under art. 1385 of the Italian Civil Code.

**C. Documents to be presented when picking up the vehicle, authorised drivers, permitted uses, Journeys abroad**

1. When picking up the vehicle, the renter must present a valid national driving licence or permit, a means of payment accepted by Sixt (see points E.4 and E.5) and a personal identity document or passport.

Local laws in some countries may require foreign drivers to have an international driver's license as well. Failure to submit an international licence, if requested at a police check, could result in a penalty and possible impounding of the vehicle. For more information, see the rental requirements of the countries you intend to visit.

The International Driving Permit (IDP) is required if the renter holds a driving licence issued by a State outside the European Union or the European Economic Area. The driving licence and the international permit must be valid. The International Driving Permit translates the national driving licence into several languages and must always be accompanied by the national driving licence, in the absence of which it is not accepted. The International Driving Permit is unnecessary if the renter has an official Italian translation of the license.

In Italy, failure to submit the International Driving Permit during a police check could result in a fine and possible impounding of the vehicle for three months. In this case, Sixt reserves the right to charge the customer a penalty fee, the amount of which shall be based on the days the vehicle is impounded due to a renter violation of the above legal provisions.

If the renter cannot submit these documents when picking up the vehicle, Sixt may refuse to enter into or withdraw from the contract if it is already signed. In such cases, the renter may not claim any breach of contract by Sixt or demand any compensation or indemnity. Certain vehicle categories are subject to restrictions linked to the driver's age (a surcharge is applied to drivers under 25 years of age) or the length of time the driving licence has been held. A list of age and driving permit regulations can be consulted on the Sixt website, at the Sixt agency or by telephone, before making a reservation.

2. The vehicle may only be driven by the renter or, in the case of corporate clients, by the driver specified in the rental agreement. In the event the vehicle is driven by parties other than the person indicated, an additional cost will be applied for each additional driver. The rules on the age and the duration of driving licence possession also apply to additional drivers. The rates applicable in this case can be consulted on the Sixt website, at the Sixt agency or requested by telephone, before making a reservation. When picking up the vehicle it is absolutely mandatory to present the original driving licence of any additional drivers. If the vehicle is opened via the Sixt app ("Sixt Fastlane" service), the validity of the driving licence of any additional drivers must be checked by the renter.
3. Corporate customers are required to independently verify the validity on 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 should use every means at their disposal and collect all necessary information. Here, too, the rules governing the age and duration of driving licence possession apply.
4. The renter shall be jointly and severally liable for the driver's conduct as well as for its own. All rights and obligations arising from these T&Cs and the respective individual rental agreements shall apply in favour and at the expense of the driver using the vehicle within the scope of the rental agreement concluded between the corporate customer and Sixt.
5. The vehicle can only be driven on public roads, but not for driving school exercises. The vehicle may not be used:
  - for sports competitions, including driving events involving the attainment of maximum speeds or related test driving,
  - in vehicle testing or safe driving courses;
  - on racing circuits;
  - for the transport of persons for commercial purposes,
  - for hire to a third party,
  - for the commission of crimes, even when these are punished only in the place where they are committed,
  - for the transport of highly flammable, toxic or otherwise hazardous materials.
6. Sixt is not liable for any loss or damage suffered by the renter in relation to the goods transported, the care and eventual insurance of which is the exclusive responsibility of the renter.
7. The use of rental vehicles may be prohibited in certain foreign countries, depending on the category of vehicle. A list of countries with a ban on the use of individual categories can be consulted on the Sixt website, at the Sixt agency or requested by telephone before making a reservation. Countries in which the use of the rented vehicle is not permitted are also specified in the copy of the rental agreement.
8. Violation or non-fulfilment of one of the rules referred to in points 1, 2, 3, 5 or 7 above authorises Sixt to terminate the contract or to withdraw from the rental contract without notice for serious and justified reasons pursuant to art. 1456 of the Italian Civil Code. In this case, any claims for indemnity/reimbursement by the renter are excluded. Sixt's right to compensation for damages due to the violation of the obligations referred to in points 1, 2, 3, 5 or 7 above remains unaffected.

#### **D. Rental fee**

1. If the vehicle is returned to an agency other than the agency where the vehicle was picked up, the renter is obliged to reimburse Sixt for the recovery costs or to pay a travel surcharge, unless otherwise agreed in writing.
2. The amount due for the rental is composed of a basic fee, extra services and any specific supplements for the location. Extra services include, among other things, one-way rental drop-off surcharges, refuelling and fuel costs, assistance charges, tolls, accessories and extras, such as child seats, snow chains in periods of the year and in areas where these are not required by law, snow tyres, navigation equipment, etc., as well as delivery and pick-up costs. For rentals at certain locations, such as airports and train stations, Sixt reserves the right to apply a specific surcharge to the basic fee. Clear and comprehensive information about the price of extra services and any specific supplements will be given when the vehicle is reserved. Special offers and rate reductions apply only if payment is made on time.
3. The agreed vehicle delivery and pick up costs will be charged.
4. The rental agreement shall stipulate a specific station as the drop-off place where the vehicle is to be returned at the end of the rental period. A one-way rental is defined as a rental agreement in which the parties agree that the car will be dropped off at a different station from the one where the vehicle was picked up by the renter. If the vehicle is returned to a station other than the drop-off location agreed in the one-way rental agreement, the renter must pay a fee of € 20 (VAT included) for the relevant service, called "Flexi-Location". If it is agreed and established in a rental agreement that the renter shall pick up and drop off the car at the same station, but the vehicle is nevertheless dropped off at a different station, then the renter shall pay the Flexi-Location service fee of € 20 (VAT included), in addition

to any surcharge due for a one-way rental, in accordance with the price lists applicable to one-way rentals, without prejudice to Sixt's right to compensation or indemnification for any additional recovery costs.

5. If the rental is extended or reduced or the return point is changed by mutual agreement during the rental agreement validity period, Sixt is entitled to charge a commission of € 5.95 (including VAT) for operating costs. Any adjustment of the rental price or other costs remain unaffected.
6. If the renter does not return the vehicle or the its keys to Sixt at the end of the agreed rental period, Sixt can claim compensation, at least equal to the agreed daily rental fee, for the duration of the infringement. The renter must pay € 12.20 (including VAT) as reimbursement of operating costs. This is without prejudice to Sixt's right to compensation for further damages.

#### **E. Deadlines, electronic invoicing, payment conditions, security deposit, cancellation without notice for late payment, passenger accident insurance**

1. The rental fee (in addition to any additional charges agreed, such as liability waivers, delivery charges, airport taxes, etc.) plus the current VAT rate must be paid in full for the agreed duration of the rental, i.e. there are no refunds in the event of late collection or early return. The rental fee is due at the end of the rental period. For rentals longer than 27 days, the rental fee is due at intervals of 28 days and at the beginning of each interval. If the rental ends before the expiration of a subsequent period of 28 days, the outstanding amount since the last calculation must be paid at the original due date of the rental.
2. The renter agrees that Sixt's invoices will normally be sent in electronic format to the recipient indicated in the invoice. The renter therefore agrees that he will no longer receive paper invoices but will receive an electronic invoice from Sixt, in accordance with the law, sent to the e-mail address on record. In the cases provided for by law, the renter may at any time object to the sending of invoices in electronic format. In this case, Sixt will issue invoices to the renter in paper format or in pdf format, bearing the additional costs arising from sending the invoice in paper format and the related postage costs.

The renter is responsible for the ability to receive invoices sent to him in electronic format and for the ability to download them in electronic format, if so agreed. Any failure of 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 received as soon as it enters the domain of the renter. When Sixt only sends a notification and the renter has the ability to download the invoice directly or when Sixt makes the invoice available for download, the invoice is deemed to have been received when it is downloaded by the renter. The renter agrees to download the ready-for-download invoices within a reasonable period of time.

When an invoice does not arrive at its destination or cannot be downloaded, the renter must promptly notify Sixt. Sixt will resend a copy of the invoice and indicate it as such.

When Sixt makes access data, user names or passwords available to the renter, they must be protected from unauthorised third party access and treated with the utmost confidentiality. If the renter becomes aware of access to his/her information by unauthorized parties, he/she must promptly notify Sixt.

3. At the beginning of the rental period, the renter is obliged to pay a security deposit that guarantees the fulfilment of his/her contractual obligations. The amount of the deposit is dependent on the group of vehicles to which the rented vehicle belongs, as illustrated in the table below (e.g. for the CDMR group = C\*\*\* the deposit amounts to € 300). The vehicle group can be identified online at [www.sixt.it](http://www.sixt.it) or requested by phone at any Sixt station. The vehicle group is also indicated in the reservation confirmation and in the rental contract.

Automobiles		
Vehicle group	Security deposit	Currency
M***, E***, C***, I***, S***	300	€
F***, P***, L***	500	€
X***	3,000	€

Vans / Trucks		
Vehicle group	Security deposit	Currency
A, B, C, D, G, P, S, T, V, W	200	€

Sixt is not obliged to transfer the security deposit to an account set up by it for that purpose. No interest is paid on the security deposit. Sixt may also claim the right to the security deposit after the start of the rental contract period if the customer decides to extend the duration thereof during the rental period.

4. Unless otherwise agreed, Sixt will ask for payment, or a pre-authorization on the customer's credit card, of the sum of the rental fee, all other charges agreed and the amount due as a 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, while no prepaid cards of any kind are accepted. Credit cards must be valid at least 30 days after the expected vehicle drop-off date.
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 driver's name, whose name and surname must be stamped on it. Payment by Maestro/VPAY

card is not allowed for long-term rentals.

6. As an alternative to charging the renter's credit card, Sixt may request pre-authorization in its favour on the same credit card, for an amount corresponding to the amount of the aforementioned deposit.
7. The security deposit is returned as follows:
  - (i) for credit card charges or cash deposits, the amount shall be offset against the rental cost due from the renter and any excess shall be returned within 30 days of the end of the rental period by crediting the customer's credit card;
  - (ii) in the case of pre-authorization on the credit card, the relative amount will be released within 30 days from the end of the rental period to permit Sixt to conduct any appropriate verification in relation to any non-fulfilment and/or contractual obligations of the renter.
8. Sixt shall charge the renter a penalty for costs arising from payment reminders management. In particular:
  - a) If there is non-payment of the invoice by a private customer, Sixt shall send a first payment reminder and charge the renter a penalty of € 5. If, following this first reminder, the renter persists in defaulting, Sixt shall send a second reminder, and charge an additional penalty of € 15;
  - b) if there is a non-payment of an invoice by a professional, as defined in art. 3, letter c), Legislative Decree 206/2005, Sixt shall send a first payment reminder and charge the renter a penalty of € 10. If, following this first reminder, the renter persists in defaulting, Sixt shall send a second reminder, and charge an additional penalty of € 40.

If the renter persists in defaulting despite the payment reminders under a) and b) above, Sixt shall withdraw the amounts from the renter's credit card. If the charge is refused due to a reason attributable to the renter, Sixt shall charge a penalty of € 15 after notifying the renter. If, in spite of Sixt's notification, the renter fails to comply, Sixt shall attempt again to debit the credit card, while charging an additional € 30 as a penalty".
9. If the renter defaults on the rental fee due, Sixt is can terminate the rental agreement without notice under with art. 1456 of the Italian Civil Code, without prior warning. In the case of rentals with a duration of more than 28 days, if the renter is late in paying the rental due for the period, Sixt may terminate the rental agreement without notice, or prior warning, under art. 1456 of the Italian Civil Code, for late payment.

## **F. Insurance**

1. The insurance policy on the rented vehicle includes liability insurance with a maximum coverage for personal injury for € 22.5 million and property damage for € 2.5 million.
2. The use of vehicles for the transport of dangerous goods subject to authorisation in accordance with current regulations on the transport of dangerous goods is excluded from the insurance cover.
3. The renter or driver shall not be entitled to accept or satisfy whole or part of third parties' liability claims without Sixt's prior consent.
4. The renter or driver must limit and reduce the damage, as far as possible, when the event giving rise to the accident occurs. The renter shall follow Sixt's instructions and support Sixt in processing and settling the damage.
5. Sixt is entitled to satisfy or reject claims for damages made against the renter or driver on their behalf and make any statements deemed appropriate at its discretion. If there is a court or out-of-court claim, the renter or driver must notify Sixt immediately after the claim has been lodged. If there is a court claim, Sixt is responsible for the dispute management. Sixt can appoint a lawyer on behalf of the renter or driver, to whom they shall grant power of attorney, provide all necessary information and required documents.

## **G. Damage claim, theft, obligation to report, obligations**

1. After an incident, accident, theft, fire, impact with wild animals or other damage, the renter is obliged to inform the police in a timely manner (by telephone or by going directly to the nearest police station) to request their intervention. This obligation also applies in the case of minimal damage to the vehicle and also in the case of accidents caused by one's own fault without the involvement of any third party.
2. For any damage to the vehicle occurring during the rental period, the renter is obliged to inform Sixt immediately in writing (including by e-mail: [damage-it@sixt.com](mailto:damage-it@sixt.com)) of all details relating to the event that caused the damage to the vehicle. This applies if a vehicle or its parts are stolen. For this purpose, the renter will fill in the pre-printed claim form attached to the vehicle documents, completing all the sections carefully and faithfully. The form can also be requested by telephoning Sixt at any time or downloaded from its web pages.
3. The renter or driver of the vehicle is obliged to take all necessary and useful steps to shed light on the causes of the event. This entails in particular the obligation to respond faithfully and in detail to Sixt's requests regarding the circumstances of the accident and to not leave the place where the accident occurred before all the checks have been made that are necessary and, above all, essential for Sixt in order to ascertain what happened, or before Sixt has been allowed to carry out its assessment.

## **H. Back seat reminder systems**

1. Under the provisions on devices to prevent the abandonment of children in closed vehicles set out in law 117/2018, which introduced the obligation of such devices, and the related implementing decree, the renter is solely liable for the correct installation and verification of the effectiveness of such devices, when taking the vehicle.
2. In cases expressly provided for by law and where requested by the renter, Sixt shall equip its vehicles with the above devices and make the related certificates of conformity issued by the manufacturer available to the renter.

3. It is the renter and any other authorised drivers' responsibility to verify the system's correct installation and effectiveness, under the relevant Highway Code provisions.
4. If the system malfunctions or is defective before taking the vehicle, the renter must immediately inform Sixt.
5. Sixt is not liable for damage resulting from incorrect installation or failure to operate the system.

### **I. Sixt's liability**

1. Sixt is liable in cases of intent or gross negligence on its part, or that of its representative or agent, as provided for by current applicable legal provisions. Sixt only responds to damage to life, physical integrity and health. The right to compensation for damages due to a breach of fundamental contractual obligations is limited to contractually foreseeable damage.
2. Sixt shall not be liable for things left in the vehicle when it is dropped off; this exemption shall not apply in the event of wilful misconduct or gross negligence on the part of Sixt, its representatives or agents.

### **J. Liability of the renter**

1. In the event of damage to the vehicle, loss of the vehicle or breach of the rental agreement, the renter shall be liable in accordance with the general rules on liability. In particular, the renter and/or driver of the vehicle cannot be held liable in the event of a breach of contract due to causes beyond their control.
2. The renter - by paying a certain amount - has the right to limit or exclude his/her liability for damages suffered by Sixt in the event of an accident. This limitation or exclusion of contractual liability follows the criteria established for the total coverage of risks (damage/theft Insurance). In return for a specified payment, the renter or additional driver subject to the limitation or exclusion of contractual liability shall only be liable for damages up to the predetermined deductible amount. This limitation or contractual exclusion of liability shall not apply if the damage was caused intentionally or if the renter or additional driver wilfully breached an obligation, particularly anything under letter G of these T&Cs. If there is any gross negligence by the renter, Sixt is entitled to reduce the limitation or exclusion of the renter's liability under this paragraph in proportion to the severity of the renter's negligence. Notwithstanding the provisions set forth above, the agreed limitation and/or exemption of liability cannot be reduced by Sixt in the event that, although the renter has violated his/her obligations with gross negligence, the relative violation is not causal to the circumstance of limitation and/or exclusion of liability, nor to the ascertainment or the nature of Sixt's exemption obligation; this exception does not apply in the event of a wilful violation of the obligation.

This contractual exclusion of liability shall apply only during the period of validity of the rental contract.

3. The maximum amount that can be charged to the renter for damage is the deductible indicated in the price lists displayed and valid when the rental contract is stipulated.

The renter is obliged to reimburse Sixt an amount for the handling of the claim, depending on the extent of the damage. In the event of an agreed limitation of liability, a processing fee will be charged in addition to the deductible, in accordance with the provisions set out below.

Amount of damage without processing cost	Processing cost
€0 - €500	€30 + VAT
€500.01 - €1,500	€65 + VAT
€1,500.01 or more	€90 + VAT

4. The renter shall be liable without limitation for any infringement of traffic regulations, rules of public order and any other legal provisions, as well as for any damage to property caused by him/her or by third parties to whom the renter has entrusted the vehicle. The renter relieves Sixt from paying any fine and/or contravention, charge or other cost demanded by the authorities and/or other parties in relation to such violations. As partial compensation for the administrative burden and management costs incurred by Sixt in relation to requests submitted by the authorities or by third parties for the investigation of administrative offences, crimes or harassment committed during the rental period, Sixt will charge the renter, for each of these requests, a flat-rate fee of € 31,97 plus VAT, unless the renter proves that Sixt has incurred lower costs and/or suffered lower damages, without prejudice to Sixt's right to compensation for additional damages.
5. In the event of loss of or damage to the charging cable for electric and hybrid vehicles, Sixt shall charge the renter the cost of the cable replacement service, at a flat rate of € 270 net, unless the renter can prove that significantly lower costs have been incurred for such replacement; Sixt shall retain the right to claim any further damages.
6. An accident is an event that suddenly strikes the vehicle from the outside with mechanical force. Damage to the brakes, vehicle operation and breakage are not considered to be damage caused by an accident; this includes damage caused by load slipping, incorrect refuelling, damage caused by cables, torsion, operating errors, vehicle overloading, and damage between a towing and towed



vehicle or trailer without an external impact. By paying an extra fee, it is possible to purchase an "Interior Protection" package, which provides further protection in addition to the limitations of the renter's liability provided for under point J no. 2 above. With the purchase of the "Interior Protection" package, the liability of the renter is excluded in case of:

- damages to the interiors and contamination of the interior of a load compartment / box / body during the use of the vehicle as well as during loading and unloading;
  - damages to the interior and contamination of the interior of the vehicle or the driver's and/or passenger's seat and position.
7. When driving on toll roads, the renter is obliged to pay the associated tolls in full and in a timely manner. The renter exempts Sixt from paying any toll due to the renter's driving behaviour or to that of third parties to whom the vehicle is entrusted.
  8. For trucks with a total permitted load limit of 7.5 and 11.99 tonnes, Sixt will not pay any higher road tax for the use of a trailer. When a trailer is attached to a rented vehicle, the renter must therefore ensure that the trailer tax (i.e. the trailer surcharge) is paid in full time and in a timely manner. The renter exempts Sixt from all claims for payment of taxes (including interest, surcharges for late payments and other ancillary charges), expenses, fines and penalties submitted to the rental company by the authorities for breach of this obligation.
  9. These rules apply not only to the renter, but also to any authorised driver, it being understood that the contractual disclaimer of liability does not apply in favour of persons not authorised to use the rented property.
  10. Several renters are jointly and severally liable for claims arising from or related to the rental agreement.
  11. Throughout the rental, if the vehicle breaks, the renter can use the roadside assistance service by contacting the telephone number indicated in the rental contract.
  12. Regardless of an insurance policy stipulation or adhesion under point F of these T&Cs, if there is a vehicle mechanical failure which is unattributable to the renter's negligence, they will not be charged any cost for the roadside assistance service.
  13. If the renter has not taken out TG Extra (Tyre & Glass Protection) insurance, they will be charged the towing fee if there is tyre damage or glass breakage requiring the vehicle to be towed. The towing fee will amount to Euro 135,00, in addition to Euro 30,00 as ancillary costs and to Euro 2,00 for administrative charges (s.c. bollo)
  14. If the renter has not taken out any insurance policy with deductible coverage or BF (Super Top Cover LDW), and if there are breakdowns other than those provided for in paragraph 12 above and which involve towing the vehicle, the renter will be charged the full cost of the roadside assistance service.
  15. If the renter has not taken out any type of insurance policy and if there is a vehicle mechanical failure due to negligent use, the renter will be charged the towing service cost. If the vehicle's mechanical failure does not require towing but can be repaired directly on site, the renter will be charged the cost of the service, the lump sum of which will be determined on the basis of the objective and specific conditions of the accident occurred (among others, by way of example, the place of the accident and accessibility to it).

## **K. Returning the vehicle, data in navigation and communication systems, vehicle swap**

1. The rental contract ends at the conclusion of the agreed rental period. In the event that the renter continues to use the vehicle after the expiry of the agreed rental period, the rental agreement will not be considered as being extended. If the renter returns the vehicle prematurely, i.e. before the end of the agreed rental period, this shall not lead to premature termination of the rental agreement. Notwithstanding the foregoing, the return of the vehicle to Sixt by the renter shall entail the transfer of risk and liability back to Sixt.
2. At the end of the rental period, the renter is obliged to return the vehicle to Sixt in compliance with the contractual conditions and at the agreed place and time of return. In the event that the dropped off vehicle is excessively dirty and requires special cleaning, or is contaminated with unpleasant odours, Sixt will charge the renter the costs of the special cleaning service, calculated on the basis of time and material required, with at least a minimum fixed amount for this service, unless the renter proves that Sixt has incurred significantly lower costs; Sixt shall retain the right to claim any further damages. If the renter returns the vehicle before the agreed deadline in the rental agreement without informing Sixt of the early drop-off, Sixt reserves the right to reimburse the renter for any unused rental days. In this case, Sixt can charge an amount of € 12.20 (incl. VAT) for costs. In the context of reimbursement, Sixt may apply a higher standard price if, for example, the conditions for the application of a special rate are no longer met (see also point 4 below). In this case, however, the originally agreed rental price will not be exceeded.
3. If the renter uses a navigator, the navigation data entered during the rental period 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 does not want this data to remain stored in the vehicle after it has been returned, he/she must delete it before returning the vehicle. The deletion of this data can be carried out by restoring the default settings of the vehicle's navigation and communication systems. For instructions on how to proceed, refer to the instructions for use of the navigator stored in the glove compartment of the vehicle. The renter is not obliged to delete this data.
4. The 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 when the rental contract is stipulated. If the duration is longer or shorter than the agreed period, the normal rate will apply for the entire period instead of the special rate.
5. If the contract stipulated involves several renters, they shall be jointly and severally liable for any breach of the obligation to return the vehicle.
6. If the renter does not return the vehicle or the keys to Sixt at the end of the agreed rental period, even through no fault of their own, Sixt

may demand as a penalty, at least the previously agreed rental fee for the duration of the vehicle's retention. The renter must pay a flat-rate price of € 11.90 (including VAT) as a refund of operating costs, unless the renter proves that Sixt has not incurred less costs and/or suffered significantly lesser damage without prejudice to Sixt's right to claim further damages.

7. In the case of long-term rentals (rentals with an agreed rental term of more than 27 days), the following shall apply in addition to Points 1 to 7 of this Section K:

- a) In the event that the permitted kilometre reading stated in the rental agreement is reached, the lessee is obliged to return the vehicle even before expiry of the agreed rental term. In the event that the lessee exceeds the permitted kilometre reading stipulated in the rental agreement by more than 100 km, he shall be obliged to pay a contractual penalty in the amount of EUR 500; Sixt may also demand additional compensation for damages in addition to payment of the contractual penalty. In such cases, the claim to the contractual penalty is offset against any claim for further compensation for damages stemming from the same breach of obligations. When the kilometre reading stipulated in the rental agreement has been reached before expiry of the agreed rental term, the lessee shall receive an equivalent replacement vehicle in the booked vehicle category for the remainder of the rental term when the vehicle is returned.
- b) The lessee is obliged to return the vehicle at the agreed return time at the end of the rental. The lessee shall be obliged to pay a contractual penalty in the amount of EUR 500 in case of any culpable infringement of this provision. Sixt may also demand additional compensation for damages in addition to payment of the contractual penalty. In such cases, the claim to the contractual penalty is offset against any claim for further compensation for damages stemming from the same breach of obligations.

**L.** The lessee is obliged to return the vehicle to Sixt when instructed even during the rental period, if a valid reason exists for this. Valid reasons are, in particular, the performance of inspection, maintenance or repair work, a manufacturer recall, reaching a certain mileage or a certain holding period. In this case, upon return of the vehicle, the lessee shall receive a replacement vehicle for the remaining rental period according to his booked vehicle category. If the lessee does not return the vehicle to Sixt or does not return it in time contrary to the above instructions, Sixt shall be entitled to terminate the contractual relationship without notice after a previous unsuccessful warning and to demand compensation for damages from the lessee. **Termination of the contract**

1. The parties have the right to request the termination of rental contracts in accordance with the laws in force.
2. Without prejudice to the foregoing, Sixt shall have the right to terminate the rental contracts without notice pursuant to and for the purposes of art. 1456 of the Italian Civil Code if one or more of the following circumstances occur:
  - lack of care of the vehicle,
  - misuse and unlawful use of the vehicle,
  - violation of the rules on the use of motor vehicles for the transport of goods,
  - the impossibility of continuing the rental agreement, for example because of a certain amount of damage caused to the vehicle which prevents it from being used properly on the road.
3. In accordance with the provisions of article 1461 of the Italian Civil Code, Sixt also has the right to suspend the execution of the contract in the event of:
  - a significant deterioration in the renter's financial condition such as to jeopardise the renter's fulfilment of his/her obligations under these T&Cs and the rental agreement,
  - initiation of enforcement measures against the renter, which would clearly jeopardise the renter's fulfilment of his/her obligations under these T&Cs and the rental agreement,
4. When Sixt and the renter have more than one rental agreement and Sixt terminates a rental agreement without notice for serious and justified reasons, Sixt may also terminate without notice the other rental agreements in force between the parties, if it considers that their continuation 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

- has intentionally damaged a rental vehicle;
  - wilfully conceals damage to the vehicle from the rental company or attempts to conceal it;
  - fraudulently causes damage to the rental company;
  - is at least five working days late in paying rental fees for a total amount of at least one week of rental;
  - uses a rental vehicle to intentionally commit criminal offences or within the framework of such offences.
5. In the event of termination of the contract, the renter is obliged to return the vehicles to Sixt without delay, including all accompanying documents, accessories and keys.

## **M. Renter's debit authorisation**

1. The renter irrevocably authorises Sixt and those it authorises, to charge the means of payment indicated when entering into the rental



agreement, or specified in the agreement, or provided subsequently or otherwise indicated, all expenses for the vehicle rental and additional charges arising from the agreement, under point E.4 and E.8 above. The renter shall provide Sixt with a specific authorisation to use a credit card in his name. It shall be noted that, if the amount charged to the credit card exceeds the amount that the renter could have reasonably expected, taking into account his previous spending pattern, the terms of the payment services framework agreement of the card-issuing bank and the relevant circumstances of the case, the renter shall be entitled to make a claim against the card-issuing bank within eight weeks after the payment amount has been charged.

Upon receipt of the refund request by the card issuer, the renter is entitled to a review period of 14 days. The refund to the renter's credit card shall be made as soon as possible after the expiry of this review period.

2. Offsetting with credits from Sixt is only permitted for credits claimed by the renter, or by an authorised driver, which have not been contested or have been conclusively verified.

## **N. Right to object; Direct advertising**

The renter/driver has the right to object at any time to any processing or use of his/her data for advertising purposes, market research or opinion polling. The objection should be sent to: Sixt Rent a Car S.r.l., Eppan an der Weinstraße (BZ) Boznerstraße 63, IT-39057 Frangart, Bolzano, Italy or via E-Mail to: [dataprotection@sixt.com](mailto:dataprotection@sixt.com).

## **O. Written form, settlement of disputes, court jurisdiction**

1. There are no other and/or ancillary agreements in addition to these T&Cs, which are governed by and interpreted 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 settlement, available in all EU languages.
3. The competent court shall be the Court of Bolzano if the renter is a commercial entity or a legal entity. In the case of customers regarded as consumers under the Consumer Code, the competent court will coincide with the place of residence of the consumer customer.

## **P. Additional provisions for use of the Sixt app**

1. The individual rental contract for the digital rental of a vehicle is concluded when the lessee starts it via the Sixt app. The renter is obliged to verify, before driving, whether any damage to the vehicle is already documented. In case the vehicle presents new damage, the lessee must inform Sixt in the Sixt app via the corresponding function.
2. Registering for digital rental in the Sixt app turns your smartphone into a virtual car key.
3. The immobiliser is deactivated when the vehicle is opened. The lessee must ensure that the vehicle is not accessible by third parties when it is open. As soon as the lessee has ended the rental period via the Sixt app, the vehicle can no longer be started.
4. The lessee may not pass on access data for the Sixt app and his PIN for unlocking vehicles to third parties and must ensure that these are not accessible by third parties. Written records of the PIN must not be stored in the immediate vicinity of the access data and must not be stored unsecured on a smartphone. Loss of access data or PIN must be reported to Sixt immediately via e-mail ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)). The access data and the PIN are not transferable.
5. Sixt requests that the lessee demonstrates at regular intervals that he possesses a valid driving licence in the Sixt app. If the lessee wishes to use services such as digital rental (e.g. Fastlane), he is required to present his driving licence to Sixt before starting a rental in accordance with the process specified by Sixt in the Sixt app.
6. The lessee is obliged to inform Sixt via e-mail ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)) of the revocation of his 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 app for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.

Under articles 1341 and 1342 of the Italian Civil Code, the customer, after having carefully read, expressly approves and accepts the following clauses:

1. **A.6 - Renter's indemnity obligation**
2. **B.1 - Contract withdrawal right**
3. **B.3 - Deposit**
4. **C.8 - Right of withdrawal**
5. **D - Rental fee**
6. **E.3 - Security deposit**
7. **F - Insurance**
8. **I - Liability limitation**

- 9. **J - Renter's liability**
- 10. **K.2, K.6, K.7, K.8 – Returning the vehicle, data in navigation and communication systems, vehicle swap**
- 11. **L – Contract termination**
- 12. **M.2 – Credit offsetting**