



GENERAL TERMS AND CONDITIONS FOR

SIXT auto abo SUBSCRIPTION RENTALS

of

Sixt rent-a-car AG
Gewerbestrasse 12
CH-4123 Allschwil

(hereinafter referred to as „Sixt“)

Last amended:
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These General Terms and Conditions for SIXT auto abo ('SIXT auto abo GTC') govern the rights and obligations in all contractual relationships in which Sixt rent-a-car AG, Gewerbestrasse 12, 4123 Allschwil, (hereinafter referred to as 'Sixt') provides private customers or entrepreneurs (hereinafter jointly referred to as 'Customer') with vehicles for temporary use as part of the 'SIXT auto abo' product and all associated services ('SIXT auto abo Services').

A: Scope of validity

1. Material scope: These General Terms and Conditions for SIXT auto abo (SIXT auto abo GTC) apply to the SIXT auto abo services as well as the General Rental Terms and Conditions of Sixt rent-a-car AG (GTC) in the version valid at the time the vehicle is picked up. The General Rental Terms and Conditions (GTC) are available at the rental stations and can be viewed at https://www.sixt.ch/shared/t-c/sixt_CH_de.pdf. If there are any contradictions or ambiguities between these SIXT auto abo GTC and the General Rental Terms and Conditions (GTC), these SIXT auto abo GTC shall take precedence over the General Rental Terms and Conditions (GTC).

Deviating, conflicting or supplementary General Terms and Conditions of the customer shall not apply to the present contractual relationship, in particular not even if Sixt does not expressly object to their validity or if Sixt provides the services without reservation in the knowledge of the customer's General Terms and Conditions.

2. Updates: Sixt may update these SIXT auto abo GTC from time to time and further develop the Sixt services offered at its own discretion. The customer contract is subject to the SIXT auto abo GTC and Sixt's General Rental Terms and Conditions (GTC) applicable at the time the contract is concluded. During the term of the contract, Sixt may make changes to the SIXT auto abo GTC and/or the SIXT auto abo services to be provided under the customer contract. Sixt shall inform the customer of the planned changes and the right to reject these changes during the current rental relationship in an appropriate manner (by e-mail, by post or by an in-app notification) and within a reasonable period of time (at least 30 days) in

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advance. In the notification of change, Sixt shall also inform the customer where to send the rejection and what the consequences are if the customer does not reject the changes. The customer shall be deemed to have accepted the changes if he does not reject them within 30 days.

B: Vehicle use and SIXT service:

1. Subject matter of the contract: When concluding a SIXT auto abo contract, the customer is given the opportunity to rent a vehicle at one of the participating Sixt stations in selected cities in Switzerland at the conditions valid at the time of conclusion of the contract and to return it to one of the participating Sixt stations in Switzerland. The current version of the applicable conditions and participating cities can be viewed in the online booking section at www.sixt.ch/plus or in the Sixt app.
2. Vehicle: The customer rents a vehicle from the selected vehicle group for the duration of the contract term. There is no model guarantee and no entitlement to a specific vehicle.
3. Vehicle swaps during the rental term: As Sixt is a premium provider, the vehicles in question have a limited holding period and mileage. Sixt is therefore entitled to exchange the vehicle handed over to the customer during the term of the contract when a certain holding period or mileage is reached. Depending on the mileage or holding period already reached by the vehicle handed over to the customer, it may be necessary to exchange it for another, equivalent vehicle, i.e. a vehicle corresponding to the contractually agreed vehicle group, during the term of the contract. The customer will be informed of the necessary vehicle exchange by the responsible Sixt station in good time and is obliged to return the vehicle within the specified time window and to the specified Sixt station and also to comply with other measures required on his part for the vehicle exchange.

A vehicle exchange initiated by Sixt due to the mileage already achieved or the holding period of the vehicle handed over to the customer during the term of the contract shall not be deemed a vehicle return within the

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meaning of Section E: Clause 2 and therefore not a cancellation of the contractual relationship.

If the customer returns the vehicle to Sixt - irrespective of the reason for returning the vehicle - the customer shall be obliged to ensure that the vehicle is fully fuelled or at least 80% charged upon return. If the customer returns a vehicle to Sixt that is not fully fuelled and sufficiently charged, the provisions of the GTC for the return of vehicles that are not fully fuelled and not sufficiently charged at the end of the rental period shall apply. For vehicle returns during the rental period (e.g. in the event of a vehicle exchange), these provisions shall apply mutatis mutandis.

If the customer does not return the vehicle or does not return it on time on the specified date, a service fee will be charged, which can be viewed in the Sixt rental information for Switzerland at www.sixt.ch/mietinformationen. The service fee will not be charged if the customer proves that he/she is not responsible for the occurrence of the circumstances giving rise to the service fee or that Sixt has not incurred any costs or that the actual costs incurred are significantly lower than the service fee according to the fee table. Sixt is entitled to claim further compensation. In this case, the service fee shall be offset against a claim for further damages arising from the same breach of duty.

4. Cross border journeys: The customer is authorised to drive the rented vehicle in Switzerland. Foreign use of the rental vehicle in Zone 1 countries (to be viewed in the rental information of Sixt rent-a-car AG) is possible against payment of an additional fee in the form of a monthly surcharge on the contractually agreed rental price. Foreign use outside Switzerland (or when paying the fee for journeys in Zone 1: outside the countries falling within Zone 1) is prohibited. A contractual penalty is due for each culpable offence, which can be viewed in the Sixt rental information for Switzerland at www.sixt.ch/mietinformationen.

In addition to payment of the contractual penalty, Sixt may also demand further damages. The claim for damages that demonstrably exceeds the contractual penalty shall be owed in addition to the contractual penalty.

5. Reporting the driven mileage: In order to check vehicle safety and the contractually agreed inclusive mileage, the customer is obliged to transmit the current mileage for the vehicle rented by him to Sixt once per 30-day billing period at the end of the respective 30-day billing period during the term of the contract. The customer shall receive a request from Sixt (e.g. via in-app notification) to report the mileage in good time (usually 5 days, but at least 3 days before the end of the billing period). The notification must be submitted by the customer no later than the last day of the billing period in progress at the time of notification. For vehicles equipped with telematics hardware, SIXT can also record the mileage automatically. If the customer has exceeded the contractually agreed inclusive kilometres per 30-day billing period, the customer will be charged for any additional kilometres driven in accordance with the agreed tariff. Inclusive kilometres not used during a billing period are credited to the customer and can be used in a subsequent billing period.

If a customer does not transmit the kilometres driven to Sixt contrary to the above-mentioned regulation, Sixt may charge the customer an additional service fee in accordance with the valid fee table (available at www.sixt.ch/mietinformationen) for contacting and subsequently recording the kilometres driven with the next billing period.

The service fee shall not be charged if the customer proves that he is not responsible for the occurrence of the circumstances giving rise to the service fee or that Sixt has not incurred any costs or that the costs actually incurred are significantly lower than the service fee according to the fee table.

6. Additional driver: The vehicle may only be driven by the customer. However, the customer has the option of adding one or more additional drivers for a fee. If the vehicle is also driven by persons other than the customer, a fee will be charged for each additional driver per billing period. The customer will be informed of the fee in advance when booking an additional driver.

The prerequisite for the registration of an additional driver is the presentation of the original driving licence of the respective additional driver. The original driving licence can be presented physically at a Sixt

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station or digitally via the Sixt app at any time. In order to add an additional driver via the Sixt app, the additional driver must be registered and authorised for digital rental in the Sixt app. In the Sixt app, the additional driver will be asked to provide proof of a current driving licence during registration and at regular intervals thereafter. The supplementary provisions for the use of the Sixt App in accordance with the Sixt General Rental Terms and Conditions (GTC) apply.

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

C: Entering into an online contract

1. Conclusion of contract: The product range displayed online or in the app does not constitute a binding offer on the part of Sixt, but serves as an invitation to the customer to submit a binding offer. In the ordering process, the customer has the option of logging in via an existing login (e-mail address) or registering for the first time and providing the data required to conclude a contract. By completing the user account by the customer and sending the order by clicking on the order button 'Order subject to payment', the customer submits a binding offer within the meaning of Art. 3 et seq. of the Swiss Code of Obligations to Sixt to conclude a contract. The contract between Sixt and the customer is concluded by sending a confirmation (e.g. by e-mail), usually within a short time after the customer has submitted the binding offer. In this confirmation, Sixt confirms receipt of the customer's order (confirmation of receipt) and the conclusion of the contract.

The contract shall be concluded in German. If the customer does not receive confirmation of the conclusion of the contract within 24 hours, the customer must notify Sixt by e-mail to plus-ch@sixt.com and enquire whether his offer has been accepted by Sixt. If the customer does not receive a reply to this e-mail confirming acceptance of the offer by Sixt within a further 48 hours, the customer shall no longer be bound by his offer insofar as he can

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withdraw from this offer by sending an e-mail to plus-ch@sixt.com in which he must expressly declare his intention to withdraw, unless Sixt has indicated in another way that it wishes to accept the customer's offer prior to this declaration of withdrawal.

D: Pick-up of vehicle

1. Pick-up of vehicle: In the course of the confirmation of the contract by Sixt, the customer will be informed of the exact handover location, day and time of the vehicle collection by Sixt. It is not possible to change or rebook the pick-up location, day and time confirmed by Sixt. If the customer does not collect his vehicle on the confirmed collection date, the SIXT auto abo contract concluded with the customer shall remain unaffected and shall not be terminated. The customer shall have a period of 29 days after the originally confirmed collection date to collect the vehicle at the notified Sixt station during opening hours. If the customer does not collect the vehicle during this period, the SIXT auto abo contract is automatically terminated at the end of the first 30-day billing period without the need for express cancellation.

When picking up the vehicle, the customer is obliged to present the means of payment specified when booking online. Cash payment is not accepted. The means of payment must be issued in the name of the SIXT auto abo contract partner. If the customer is unable to present the appropriate means of payment at the handover date and if no agreement can be reached on an alternative means of payment when the vehicle is collected, Sixt may refuse to hand over the vehicle. In this case, the customer shall be given the opportunity to present a valid means of payment within a period of 29 days. If the customer fails to present a valid means of payment within the aforementioned period, Sixt shall be entitled to withdraw from the contract. Claims of the customer for non-fulfilment as well as a refund of the advance payment already made for the rental as well as the one-off fees are excluded in these cases.

E: Term of the contract, termination, billing period, fees and payment terms, vehicle return

1. Term of the contract: The contract runs (depending on the contract model selected) either (i) for an indefinite period or (ii) for the contractually agreed minimum term and shall commence on the date of vehicle handover bindingly communicated to the customer by Sixt. After expiry of an agreed minimum term, the contract term shall be automatically extended for an indefinite period at the price agreed upon conclusion of the contract if the contract is not terminated by either party in accordance with the provisions of these SIXT auto abo GTC.
2. Subscription pause: The customer can pause the subscription with effect from the next billing period for a period of 14 days up to a maximum of 90 days ('subscription pause').
 - Announcement and start of a pause: A subscription pause must be announced to SIXT in advance via the corresponding buttons in the SIXT app. The prerequisite for the subscription pause is the specification of a binding date for the start and end of the subscription pause in the SIXT app as well as the return of the vehicle rented by the customer. After valid announcement of the subscription pause, the customer must return the vehicle to a Sixt station in Switzerland no later than the start of the announced subscription pause. If the customer returns the vehicle on time, the subscription pause begins as announced in the SIXT app. Periods in which the subscription is paused do not reduce the contractually agreed minimum term, but extend it accordingly by the duration of the subscription pause.

It is clarified that an early return of the vehicle before the start of the subscription pause does not lead to a premature subscription pause and SIXT is entitled to charge the customer for the rental until the start of the subscription pause.

If a subscription pause is announced via the SIXT App, but there is no return of the vehicle rented by the customer prior to the start of the announced subscription pause, the option for a subscription pause

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announced by the customer expires and the SIXT auto abo contract continues automatically.

- Resumption of the subscription after the pause: After the expiration of the agreed subscription pause, the customer will pick up a vehicle of the agreed vehicle group at his supervising SIXT station (station of initial pickup of a SIXT auto abo vehicle at the beginning of the SIXT auto abo contract) on the agreed continuation date. By picking up the vehicle, the SIXT auto abo contract is continued at the conditions and prices agreed upon before the beginning of the subscription pause and is extended by another 30-day billing period.

If the vehicle is not collected from the SIXT station in due time on the announced continuation date, the SIXT auto abo contract ends automatically at the end of the agreed continuation date, provided that the contractually agreed minimum term has expired. In the event that the contractually agreed minimum term has not yet expired on the agreed continuation date, the SIXT auto abo contract shall only end upon expiry of the agreed minimum term.

- Fees during the subscription break: During the subscription pause, the primary obligations of the parties from the SIXT auto abo contract are suspended, i.e. Sixt is not obligated to provide the customer with a vehicle of his booked vehicle group during the subscription pause and the customer is not obligated to make rental payments to SIXT during the subscription pause.

Exception: if the subscription pause does not start at the beginning of a billing period but within an already ongoing billing period, the unused days in this billing period due to the subscription pause will only be refunded if the customer picks up the vehicle as announced on the agreed continuation date. If the customer does not pick up the vehicle on the agreed continuation date, there is no entitlement to a refund for the unused rental days in this billing period. The refund only covers the basic rental price and the costs for the respective mileage package. Any additional services and extras booked (e.g.

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protection options/reduction of deductible, mobility service, foreign travel, additional driver) are not included, i.e., these will not be refunded to the customer.

3. Termination by the customer:

3.1 Generally: The customer is entitled to terminate the contractual relationship by returning the vehicle to a Sixt station. The return of the vehicle at a Sixt station shall be deemed to be an ordinary notice of cancellation. The customer can announce the return of the vehicle via the Sixt app at least 7 days before the end of the current billing period and agree a binding return date at a Sixt station. A service fee (available at www.sixt.ch/mietinformationen) may be charged if a return date is not agreed and the car is returned to the Sixt station unannounced.

If the vehicle is returned after expiry of the agreed minimum term or if none has been agreed, the SIXT auto abo contract ends with effect from the end of the 30-day billing period running on the respective return date. The provisions of Section E: Clause 7 (Vehicle return) apply to the return of the vehicle.

3.2. Private use: If the customer returns the vehicle for private use during a contractually agreed minimum term of up to 3 months, the SIXT auto abo contract ends with effect from the end of the agreed minimum term. It is clarified that returning the vehicle before the end of an agreed minimum term of up to 3 months or before the end of the 30-day billing period running at the time of return does not lead to premature termination of the contract and SIXT is entitled to charge the customer for the rental up to the agreed end of the contract.

3.3. Commercial use: If the customer is a company or if the vehicle is used commercially and the customer culpably returns the vehicle before the end of the agreed minimum term of 6 or 12 months, the SIXT auto abo contract ends with effect from the end of the 30-day billing

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period running on the respective return date and a contractual penalty of 50% of the outstanding rental amount for the remaining term, i.e. until the end of the contractually agreed minimum term, is due.

4. Termination by Sixt: Sixt shall be entitled to terminate the contract by giving 14 days' notice with effect from the end of the current 30-day billing period at the time of receipt of the notice of termination. The cancellation by Sixt must be made at least in text form (e-mail is sufficient). However, cancellation of the contract by Sixt is not permitted before the expiry of an agreed minimum term and may otherwise be made at the earliest 3 months after the start of the contract.
5. Sign-up fee: Upon conclusion of the contract, a one-off initial fee is payable in accordance with the conditions valid at the time of conclusion of the contract and presented in the booking process, which is due together with the first settlement of the contractually agreed rental price and is independent of the respective term. The customer is not entitled to a refund of the initial fee - with the exception of the cases provided for by law.
6. Customer tariff and due date: The contractually agreed rental price and any special services utilised must be paid in full. The contractually agreed rental price shall (unless otherwise agreed between the customer and Sixt) be invoiced periodically in 30-day periods in advance, the initial fee upon settlement of the first rental. The rent for the first 30 days minimum term is due for payment immediately upon confirmation of the online booking. Sixt is not obliged to pay interest upon receipt of the advance payment. All prices are inclusive of VAT and all other applicable taxes.
7. Accepted payment methods: To pay the contractually agreed rental price and the starting fee, the customer must specify a valid means of payment in the online booking process. Unless expressly stated otherwise in the online booking process, only credit cards from the providers listed in the online booking process are accepted for payment. Prepaid credit cards, cash payment or other means of payment are not accepted. The customer

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authorises Sixt to debit the contractually agreed fee (rental, one-off fees, additional fees, etc.) from the specified means of payment. The customer remains responsible for any outstanding amounts. In addition, upon conclusion of the contract, a deposit is reserved on the specified means of payment, the amount of which depends on the vehicle class. Further details on the deposit, its amount and conditions can be found in the GTC. If the deposit is not honoured in accordance with the provisions of the GTC, it shall remain reserved on the means of payment for 28 days. After this period has expired, no further deposits will be reserved. If a payment cannot be processed successfully because the specified means of payment has expired, does not have sufficient credit or the payment fails for any other reason, and the contract has not been properly cancelled, the customer will receive a notification (e.g. e-mail or in-app push message) from Sixt requesting a valid means of payment. The customer then has time to deposit a valid means of payment within 24 hours of receipt of the aforementioned notification, from which the contractually agreed payments can be debited or collected. If the customer fails to fulfil this obligation within the aforementioned period, Sixt shall be entitled to demand that the customer return the vehicle immediately and to block access to the service offered until a valid payment method has been successfully debited. The customer can update their payment method at any time in the Sixt app. Following each update, the customer authorises Sixt to continue to charge the selected payment method.

8. **Vehicle return:** In principle, the renter is obliged to return the vehicle to the rental station agreed for the return to an employee responsible for the return and to record a return protocol together with this employee. If the renter returns the vehicle outside the opening hours of the rental station or leaves the rental station without a return report having been recorded and signed, the renter shall remain responsible for the vehicle until the vehicle has been registered by means of a return report and shall be liable for any damage.

Notwithstanding the possibility of cancelling the contract at any time by returning the vehicle to any Sixt station, the customer can announce the return of the vehicle via the Sixt app at least 7 days before the end of the current billing period and agree on a binding return date at a Sixt station.

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An additional service fee according to the fee table (available at www.sixt.ch/mietinformationen) will be charged if

- i. the customer does not arrange a return date and returns the car to a Sixt station unannounced or
- ii. the customer makes an appointment to return the car but fails to do so, or
- iii. the customer agrees a return date but then returns the vehicle to a Sixt station other than the station specified in the return date.

The aforementioned service fee shall not be charged if the customer proves that he/she is not responsible for the occurrence of the circumstances giving rise to the service fee or that Sixt has not incurred any costs or that the costs actually incurred are significantly lower than the service fee according to the fee table. Sixt shall be entitled to claim further compensation. The claim for damages that demonstrably exceeds the service fee shall be owed in addition to the service fee.

9. Extraordinary termination for cause: The right of both parties to extraordinary termination of the contract shall remain unaffected.

An important reason which entitles Sixt to extraordinary termination exists in particular if

- the means of payment specified by the customer is not covered and the customer does not provide another, covered means of payment (in the sense of the payment methods accepted by Sixt according to the order process) within 24 hours despite Sixt's request;
- the customer violates applicable laws and regulations which give rise to justified doubts as to the customer's fitness to drive or reliability (does not apply to simple administrative offences, such as minor speeding offences);
- the customer or the additional driver drives without driving authorisation or attempts to enter a country in a zone where the rented vehicle group is prohibited for use abroad;
- the customer uses the Sixt vehicle contrary to the contractually

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agreed authorised manner of use and thereby significantly impairs the interests of Sixt;

- the customer significantly jeopardises the value of the Sixt vehicle by neglecting the duties of care incumbent upon him/her;
- the customer leaves the vehicle to a third party without authorisation, i.e. to a person who has not been authorised by Sixt as an authorised driver;
- the customer does not return the Sixt vehicle to Sixt on Sixt's instructions;
- the customer seriously or repeatedly violates these SIXT auto abo GTC or the General Rental Terms and Conditions (GTC) and fails to remedy the violation immediately despite a warning from Sixt.

F: Booking of optional extras

1. Optional extras when booking: If the customer books additional services (e.g. navigation system, child seat, etc.) that are not included in the rental price when concluding the contract online, these additional services will be billed with the next 30-day billing period. If an additional service is not booked until the vehicle is picked up at the station, the respective fee will be authorised on the corresponding means of payment until the next billing period.
2. Optional extras during the rental term: Furthermore, the customer has the option of viewing booked additional services (e.g. booked kilometre packages) at any time during the term of the contract via their user account in the SIXT app and adjusting them for future billing periods. The availabilities and tariffs displayed in the SIXT app apply. Subsequently booked additional services will be billed with the next invoice and charged until they are cancelled by the customer or the rental contract ends. Additional services can only be booked for a full 30-day billing period. Protection packages are excluded from this. These can no longer be added or changed once the rental period has started.

G: Damages to the vehicle

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1. If damage occurs to the vehicle, the customer is obliged to report this circumstance to Sixt immediately in accordance with the General Rental Terms and Conditions (GTC Clause 12). The lessee must do everything that is necessary and useful to clarify the facts and minimise the damage. In particular, the lessee must notify the police immediately in the event of any accident and call them in. In the event of a breach of this obligation, the Hirer shall be fully liable for any damage associated with the accident, whereby any limitation of liability or insurance taken out shall lapse.
2. If the damage is not merely damage to the paintwork, the customer is obliged to return the damaged vehicle to Sixt by prior appointment.
3. If the customer is not at fault for the damage, Sixt shall provide him with a replacement vehicle of the booked category within 3 days.
4. if the customer is (partly) responsible for the damage, Sixt may, at its own discretion, decide to return the damaged vehicle to the customer only after completion of the repair of the vehicle (whereby Sixt will ensure a reasonable repair period) or to provide the customer with a replacement vehicle of the booked category within 10 days.
5. The customer is prohibited from carrying out repairs to the vehicle himself or having them carried out without the consent of Sixt.
6. During the period in which no vehicle is available to the customer in accordance with the above provisions (i.e. waiting time for a replacement vehicle or waiting time for completion of the repair), the customer shall not be entitled to a reduction of the rental charge, unless the damage to the vehicle was caused by Sixt or persons attributable to Sixt.

H:Haftung, Haftungsbeschränkung und Schutzoptionen

1. Liability of the customer: Irrespective of fault, the customer is liable for any damage incurred by the rental company due to damage to the rental vehicle, its destruction or loss (e.g. due to theft). The customer is also liable

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in particular for the behaviour of an additional driver, passenger or auxiliary persons called in by him. The customer must accept their behaviour as his own and shall be fully liable to the rental company for any resulting damage. Several renters of a vehicle are jointly and severally liable for any damage incurred.

2. The customer may exempt himself from this liability to a certain extent by concluding a limitation of liability (see Section 6 below).
3. Scope of Liability: In addition to the actual damage (e.g. reduced value of the vehicle or repair costs, both taking into account a reasonable reduction in value, transport, liability deductible and bonus loss), the lessee's obligation to pay compensation includes the costs of an expert opinion and a flat-rate processing fee of CHF 180 per claim.

In the event of loss of or damage to the charging cable for electric vehicles, the Lessee shall reimburse the Lessor for the costs of replacing the cable and the flat-rate processing fee in accordance with the above paragraph. The Lessor is at liberty to claim further damages.

In the event of damage, the Lessor shall be entitled to have the cause, extent and quantification of the damage determined by an independent expert appointed by it at the expense of the Lessee. The Hirer agrees that the findings and the damage quantification of such an expert opinion shall be used as a basis for the settlement of the claim with binding effect for the Hirer within the meaning of Art. 189 ZPO. If the vehicle cannot be used by the Lessor as a result of a claim, the Lessor may charge the loss of use for the duration of the repair at the rates agreed with the Lessee for the actual rental. In the event of a total loss, a loss of use of one week will be charged as a lump sum.

SIXT will invoice the renter for any damage for which the renter is responsible, which is payable within 14 days. If the compensation payment is not made on time, a reminder fee of CHF 18 will be charged from the first reminder. All other costs incurred in connection with the collection of the claim for damages shall also be borne by the tenant.

4. Liability insurance for third-party damage: The renter and each authorised driver is insured under a motor vehicle liability insurance policy. This liability insurance covers personal injury and property damage caused by third parties up to a maximum sum insured of CHF 100,000,000 and is limited to Europe.
5. Personal accident protection (PAP): By taking out additional Personal Accident Protection (PAP), the renter receives cover for personal injury to the renter or other occupants of the rented vehicle as a result of an accident. The PAP cover amounts to: CHF 40,000 in the event of disability, CHF 20,000 in the event of death, unlimited cover for medical expenses (limited to a maximum of 5 years).
6. Limitation of liability for damage to the vehicle and theft: The Hirer may limit his liability to the Rental Firm for damage to the vehicle (excluding damage to the interior), destruction of the vehicle and theft at the start of the rental period by taking out a limitation of liability and theft protection policy with a deductible. In return for payment of a special fee, a reduction or complete exemption from the excess can also be contractually agreed. The amount of the excess is determined by the Lessor's tariff list for each vehicle class valid at the time the contract is concluded and is expressly stated in the rental contract.

By paying an additional fee, an 'Interior' protection package can be booked that goes beyond the protection of the limitation of liability in accordance with the above paragraph. If this protection package is booked and paid for, there is no liability for

- Damage to and soiling of the inside of a load compartment/boot/boot body during vehicle operation and loading and unloading of the vehicle;
- damage to and soiling of the vehicle interior or the interior of the driver's and/or passenger cabin resulting from the normal operation of the vehicle.

The cases of exclusion or cancellation of the limitation of liability in accordance with clauses 7 and 8 below remain reserved.

7. Exclusion or cancellation of the limitation of liability or insurance cover:

Causing damage intentionally or through gross negligence (see Section 8 below), regardless of the type of damage incurred, shall in any case result in the cancellation of any (concluded) limitation of liability and insurance cover in accordance with Sections 4, 5 and 6 above and thus to the unlimited liability of the tenant towards the landlord and third parties for all damage in connection with the tenancy.

- in the event of incorrect refuelling, improper use of snow chains, ski and luggage carriers, careless loading of ski and luggage carriers, careless handling of the vehicle interior (tears and stains in the upholstery or other interior fittings, unless the 'Interior' protection package has been taken out), cigarette holes and slashes in the interior, consequences of off-road driving, incorrect manipulation of 4x4 vehicles (mechanical damage to the clutch, gearbox, suspension, etc., which is not covered under warranty by the contract garages), incorrect handling of convertible tops, failure to close the top when it is raining or windy, etc.; the warranty does not cover the damage to the vehicle interior, which are not covered under warranty by authorised garages), incorrect handling of convertible tops, failure to close the top in rain, wind, etc.;
- in the event of inadequate maintenance/insufficient upkeep of the vehicle during the rental period;
- in the event of roof damage and other damage resulting from failure to observe the maximum height and width of the vehicle when driving through passages, entrances, tunnels, bridges, etc;
- for the transport of prohibited or dangerous goods (hazardous goods);
- when transporting passengers or goods for a fee;
- in the event of non-compliance with the Hirer's obligations set out in the rental agreement and the General Rental Terms and Conditions (GTC) (in particular the usage regulations in accordance with Section and the duties of care and notification in accordance with Section 12 of the General Rental Terms and Conditions) as well as the transfer of the vehicle to an unauthorised third party or a third

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party who does not have a valid driving licence;

- In the event of non-compliance with statutory regulations regarding the obligation to report border crossings and customs and import regulations;
- for damage to tyres and rims as well as to the windows of the vehicle, unless the renter has taken out special tyre and window protection that goes beyond the general limitation of liability.

8. Gross negligence: The parties define grossly negligent behaviour, which according to Clause 7 establishes the full and unlimited liability of the tenant towards the landlord or third parties even if a limitation of liability or insurance has been taken out, in particular, but not exclusively:

- any gross traffic offence within the meaning of Art. 90 para. 2 SVG;
- any driving behaviour in which the driver is aware of the general danger of his or her illegal driving behaviour or has not even considered it in breach of duty,
- any driving behaviour in which the driver acts in breach of essential precautionary rules and thereby disregards what should have been obvious to any reasonable person in the same position and under the same circumstances in order to avoid foreseeable injury in the normal course of events;
- any driving while intoxicated, under the influence of narcotics or medication that impairs the ability to drive;
- any driving while overtired, in the event of microsleep or falling asleep;
- the following traffic rule violations, insofar as they have led or contributed to an accident: excessive speed or speed not adapted to the conditions, failure to control the vehicle, insufficient distance when driving behind each other, failure to observe overtaking bans and stop lanes and disregard of traffic signals, failure to observe the

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permitted direction of travel, inattention and distraction at the wheel, e.g. due to the operation of mobile telephones, radio or navigation devices, etc., Switching off safety-relevant vehicle equipment such as ABS and ESP as well as other driving stability devices, driving the vehicle in a condition that does not comply with the regulations and is not safe to operate (e.g. insufficient securing of a load, insufficient cleaning of the vehicle windows from snow, ice or dirt, etc.);

- Inadequate securing of the vehicle (e.g. failure to apply the handbrake when parking the vehicle on slopes, failure to lock the vehicle, leaving the key in the ignition);
- Leaving valuables in the vehicle.

I: Final provisions

1. Applicable law and place of jurisdiction: The rental agreement is governed exclusively by Swiss law to the exclusion of private international law. The place of jurisdiction for all disputes in connection with the tenancy is Basel County (Basel-Land). However, the Lessor shall remain entitled to appeal to any other competent court.
2. Partial or complete nullity or invalidity of one or more provisions of the rental agreement, including the General Rental Terms and Conditions (GTC) and these Sixt auto abo GTC, shall not affect the validity of the remaining provisions. Any invalid provisions or provisions that have become invalid shall be replaced by provisions that come as close as possible to the purpose intended by the invalid provisions. In the event of any contradictions, the plain text of the contract shall prevail.