

**SIXT**  
 lease a car  
**GENERAL TERMS AND CONDITIONS OF BUSINESS FOR LEASING MOTOR VEHICLES**  
**Sixt Leasing AG**  
**As at 1 February 2014**

PART A – PROVISIONS FOR ALL LEASING CONTRACTS

**1. THE CONCLUSION OF THE CONTRACT**

**1.1 The Lessee (hereinafter also referred to as the “customer”) offers to conclude a leasing contract with Sixt Leasing AG (hereinafter referred to as “Sixt”) as the Lessor. The Lessee will be bound by its application for six weeks. The leasing contract will be deemed to have been concluded if Sixt accepts or confirms the application in text form (letter, fax, e-mail).**

1.2 If the leasing contract provides for the provision of additional services by Sixt for the Lessee, the provisions of Part B - ADDITIONAL AGREEMENT FOR FULL-SERVICE CONTRACTS shall apply on a supplementary basis.

**2. THE SUBJECT OF THE LEASING**

2.1 The model and fittings of the vehicle provided to the Lessee shall be as described in the leasing contract. The procurement of the vehicle shall be incumbent on Sixt, unless agreed otherwise in text form. Equipping the vehicle with a breakdown triangle, high-visibility vest and first-aid kit shall be the Lessee’s responsibility. The vehicle shall be delivered with summer tyres, unless otherwise specified. Sixt will not automatically switch to winter tyres.

2.2 Our offer is subject to changes in construction or form, differences in colour or changes in the scope of standard delivery by the manufacturer/supplier during the delivery period, provided that the vehicle is not substantially changed and the changes are reasonable for the Lessee.

**3. THE BEGINNING AND END OF THE LEASING PERIOD**

3.1 The leasing period shall begin on the date of the agreed handover of the vehicle. If, at the Lessee’s request, the vehicle is registered before that time, the leasing period shall begin on the date of the registration. If no agreement is made regarding the time of handover, the leasing period shall begin 14 days after the Lessee is notified of the readiness of the vehicle by Sixt or the supplier.

3.2 Without prejudice to the right to terminate the leasing contract without notice for good cause, the leasing contract shall end when the contractually stipulated leasing period ends. If that date falls on a Saturday, Sunday or public holiday, the leasing period shall end on the preceding business day. A settlement (precise to the day) of the leasing instalments shall then be carried out as of the moment when the vehicle is returned. The contract cannot be terminated by way of ordinary termination.

**4. LEASING FEES / OTHER FEES**

4.1 The leasing instalments and any agreed special lease payment, residual value payment or additional mileage charges are the counterperformance for the provision of the vehicle for use. The Lessee shall be obliged to cover all Sixt’s costs. Sixt shall invoice the Lessee for the leasing instalments to be paid by it under the leasing contract on a monthly basis.

If the leasing period does not begin on the 1st day of a month, the first and last leasing payments will be charged on a pro rata basis (calculation basis: 30 days = 1 month).

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4.2 The fees specified in these General Terms and Conditions of Business and in the documents on which the leasing contract is based should be understood as being subject to the addition of the applicable statutory VAT, unless explicitly provided otherwise.

4.3 An agreed special lease payment is an additional fee to be paid on top of the leasing instalments in the form of a one-off amount. It does not constitute a deposit and will therefore not be reimbursed at the end of the contract. The special lease payment shall be taken into account in the calculation of the leasing instalments in favour of the Lessee for the term of the contract.

4.4 Any agreed additional services, for example transportation, registration, custom number plates etc., and any expenses related to taxes or insurance must be paid separately, unless they are explicitly specified as a part of the leasing instalments.

4.5 If the Lessee opts for registration of the leasing vehicle in Sixt's name, it shall have to reimburse Sixt for the vehicle tax based on costs in accordance with the provisions of Part B, section 2.2 and for the "GEZ" radio licence fees in accordance with Part B, section 2.3.

## 5. PAYMENT TERMS

5.1 The leasing instalments shall be payable in advance on the first day of each calendar month, irrespective of the date when the invoice is issued. As an exception to this, the first leasing instalment shall be payable at the beginning of the leasing period defined in section 3.1, at the moment when the invoice is issued. Any special lease payment provided for in the leasing contract shall be payable at 25% upon the conclusion of an individual leasing contract and 75% not later than three weeks before the handover of the vehicle, after the delivery of an invoice.

5.2 Any agreed additional services shall be payable on the invoice date, unless they are explicitly specified as being a part of the leasing instalments.

5.3 Payment orders, cheques and bills of exchange will only be accepted following a special written agreement and only on account of performance, taking into account all collection and discount expenses.

5.4 Effective payments can only be made by the Lessee in non-cash form into the account specified by Sixt in the contract or the respective invoice. The Lessee must grant Sixt a SEPA direct debit mandate, unless otherwise agreed in text form in the leasing contract. In any event, all payments must occur free of any costs for Sixt.

5.5 The time limit for the pre-notification of the direct debit is shortened to five days. If a charge-back occurs in connection with a direct debit, the Lessee shall have to pay compensation in the amount of EUR 15.00. The Lessee shall have the right to provide proof that no costs or lower costs were incurred.

## 6. ADJUSTMENT OF THE LEASING FEES

Sixt shall have the right, and at the Lessee's request shall be obliged, to appropriately adjust the agreed monthly leasing and/or full-service fees and the charge rates for excess and unused mileage, if:

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6.1 the manufacturer/supplier legally permissibly increases or reduces the general sale price for the vehicle after the conclusion of the contract and as a result Sixt's acquisition costs change. If this results in an increase in the leasing instalments by more than 5%, the Lessee will be able to rescind the contract by way of a declaration in text form within three weeks from the receipt of the notification regarding the increase. In such a situation, any claims of the Lessee against Sixt shall be excluded. If the Lessee is an entrepreneur in the meaning of Article 14 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), it will not be entitled to this rescission right;

6.2 the automobile insurance premiums, insurance tax, GEZ radio licence fees/radio contributions or property-related taxes increase or decrease or new property-related taxes are introduced, and under the contract these must be borne or paid by Sixt; or

6.3 the scope of the delivery changes after the conclusion of the contract at the Lessee's request.

## 7. DELIVERY AND LATE DELIVERY; LIABILITY FOR LATE DELIVERY

7.1 Delivery dates and periods, which may be agreed with binding or non-binding effect, must be specified in text form. They shall only be binding if they are explicitly designated as "binding" in the leasing contract. Subsequent contractual amendments may lead to an extension of the agreed delivery periods and the postponement of the delivery dates. Delivery periods shall begin upon the conclusion of the contract.

7.2 The Lessee will be able to demand in text form that Sixt make delivery six weeks after a non-binding delivery date or a non-binding delivery period is exceeded. Sixt shall be deemed to be in default upon receiving that reminder.

If a binding delivery date or a binding delivery period are exceeded, Sixt shall be deemed to be in default as soon as the delivery date or delivery period are exceeded.

7.3 If the Lessee is entitled to compensation for losses resulting from delay, it shall be limited, in the event of minor negligence on the part of Sixt, to a maximum of 5% of the price of the vehicle according to the non-binding price recommendation/list price (including VAT) of the vehicle manufacturer at the moment when the contract was concluded.

**If the Lessee also wishes to rescind the contract and/or demand compensation instead of the performance, it shall have to set Sixt a reasonable time limit for delivery after the lapse of the six-week time limit after the binding delivery date/period was exceeded.**

If the Lessee is entitled to compensation instead of the performance, the claim shall be limited, in the event of minor negligence, to a maximum of 15% of the price of the vehicle including VAT according to the non-binding price recommendation of the vehicle manufacturer at the moment when the contract was concluded.

If the delivery is made impossible for Sixt during the default period due to an accident, it shall be liable with the limitations of liability agreed above. Sixt shall not be liable if the losses would have occurred even if delivery had been made on time.

7.4 Events of *force majeure* at Sixt or operational disruptions occurring at the supplier which temporarily prevent Sixt, through no fault of its own, from delivering the vehicle at the agreed

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time or within the agreed period shall change the dates and periods referred to in sections 7.1/7.2 by the duration of the performance disruptions caused by those circumstances. If such disruptions cause a delay in performance of more than four months, the Lessee will be able to rescind the contract. Other rescission rights are not affected by this.

7.5 If delivery is not made for reasons for which the Lessee is responsible, it shall have to fully compensate Sixt for the resulting losses.

7.6. The limitations of liability provided for in this section shall not apply in the event of loss of life or injuries to the body or health.

### **8. HANDOVER, ASSUMPTION OF RISK, RISK OF MATERIAL DAMAGE**

8.1 The Lessee shall pick the vehicle up at the agreed handover location and sign a confirmation of receipt. The handover will only take place after any agreed special lease payment has been paid in full.

**8.2 The Lessee shall be liable towards Sixt from the moment of handover for destruction or loss of or damage to the vehicle or its fittings or a reduction in its value due to damage, including if it is not culpable, but not if Sixt is culpable.**

The leasing instalments must therefore also be paid for the duration of any repair work or in the event of a breakdown or loss or destruction of the vehicle. Sixt assigns to the Lessee all rights with respect to third parties, including insurers, due to loss of use. The termination right under section 13.8 remains unaffected.

8.3 If, at the Lessee's request, the handover of the vehicle occurs at a location other than the agreed handover location, the Lessee shall also bear the risk described in section 8.2 during the transportation of the vehicle to the handover location, unless otherwise previously agreed in text form.

### **9. LATE PICK-UP**

9.1 If the Lessee fails to pick up the vehicle within the time limit referred to in section 3.1, irrespective of the failure to accept the vehicle Sixt will be able to claim the agreed leasing payment and also claim compensation for the losses incurred by it due to the failure to accept the vehicle, such as any expenses for the storage of the vehicle.

9.2 Sixt will be able to set the Lessee an additional time limit of 10 days for the acceptance of the vehicle. If it fails to accept the vehicle within that additional time limit, Sixt will be able to exercise its statutory rights. If Sixt demands compensation for losses, it shall amount to 15% of the total acquisition costs of the vehicle without proof of losses for a new vehicle/10% for a used vehicle. The compensation shall be set higher or lower if Sixt proves that higher losses occurred or the Lessee proves that no damage or lower losses occurred.

### **10. ENTITLEMENTS AND RIGHTS IN THE EVENT OF DEFECTS IN THE VEHICLE**

10.1 The Lessee has no entitlements or rights against Sixt for material defects.

In the event of material defects in the leasing vehicle, Sixt shall have the right, in accordance with the provisions of law, based on the purchase contract concluded with the supplier:

- to demand supplementary performance;

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- to rescind the purchase contract or reduce the purchase price;
- to demand compensation for losses or fruitless expenses.

Given the above, Sixt hereby assigns to the Lessee, on the basis of material defects in the leasing vehicle, all claims and rights in this respect against the supplier based on the purchase contract, including the warranty claims against manufacturers/third parties. The Lessee accepts that assignment. It shall have the right and obligation to assert the claims and rights in its own name, with the proviso that in the event of rescission and a purchase price reduction any payments made by the supplier/parties obliged under the warranty shall be paid directly to Sixt. A waiver of claims against the supplier shall require the prior consent of Sixt in text form. In order to enable possible necessary cooperation by Sixt, the Lessee undertakes to comprehensively and immediately inform Sixt of any assertion of claims and rights due to defects in the vehicle. In the event of termination of the contract (see section 14) or a consensual early ending thereof, the claims and rights due to defects in the vehicle are hereby re-assigned to Sixt, which accepts such assignment.

10.2 If the Lessee demands supplementary performance through the elimination of defects, it shall have the right and obligation to claim it from an establishment recognised by the manufacturer in accordance with the conditions applicable for this. If the first elimination of defects fails, Sixt shall support the Lessee (after it makes a written request to that effect) in the enforcement of its claim to the elimination of defects.

10.3 If the Lessee demands supplementary performance through delivery of a defect-free item and the supplier recognises that claim for supplementary performance, the vehicle on which the individual leasing contract is based will be replaced with an appropriate vehicle of a similar model and with identical fittings. The replacement delivery shall not affect the existence of the individual leasing contract or the payment obligations. The payments made before the moment of replacement will not be refunded. The Lessee shall have the right and obligation to receive the defect-free item for Sixt.

10.4 If the Lessee demands rescission due to the defects in the vehicle, it shall have the right and obligation to declare the rescission of the purchase contract with respect to the supplier for Sixt. If the supplier agrees or is convicted with legally binding effect, the obligation to pay leasing instalments shall no longer apply.

10.5 If the supplier does not recognise the claim for supplementary performance through the delivery of a defect-free item or the rescission right, the Lessee shall have the right to retain the leasing instalments, once it has brought an action after declaring rescission. The right of retention shall be forfeit retroactively if the Lessee's action is unsuccessful. The retained instalments shall be paid immediately in a single amount. The Lessee shall compensate for the losses due to delay that arose as a result of the retention.

10.6 In the event of justified rescission, the Lessee shall be refunded the paid leasing instalments and any special lease payment (including VAT in each case), as well as any additional costs reimbursed by the supplier. However, expenses for the services included in the contract and utilisation compensation for the provision of the vehicle shall be deducted from this. The assertion of a claim due to damage to the vehicle or a decrease in its market value shall remain unaffected, insofar as the damage/decrease in market value are not the result of the claimed defect in the vehicle.

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10.7 If the Lessee claims a price reduction, it shall have the right and obligation to declare the reduction in the purchase price claim for Sixt with respect to the supplier and enforce it through the courts if the supplier objects to the reduction in the purchase price.

Sixt shall use any recognised and paid or judicially established and paid claim to a reduction of the purchase price to recalculate the outstanding leasing instalments and the residual value, taking into account leasing fees already paid.

10.8 Sixt shall bear the risk of the supplier's insolvency.

10.9 The above paragraphs apply accordingly for used leasing vehicles. The warranty claims for used leasing vehicles shall expire by time limitation one year from handover.

### **11. HOLDER OBLIGATIONS, MAINTENANCE AND REPAIRS**

11.1 The vehicle may only be used permanently, in the meaning of the customs and financial regulations, in Germany.

11.2 Care, maintenance and repairs

a) During the leasing period, the Lessee must keep the vehicle in proper, roadworthy condition, in compliance with the operating and maintenance instructions and warranty and guarantee terms of the manufacturer/supplier, including the service intervals prescribed in the service booklet, treat it with care and respect and protect it against use in breach of the contract. The Lessee must carry out any due maintenance work punctually and have any necessary repair work performed immediately by a specialist company which is recognised by the manufacturer/supplier or a specialist company approved by Sixt, using original spare parts. The Lessee must report any warranty claims immediately, in compliance with the warranty periods.

All expenses which are related to the operation of the vehicle, particularly taxes, insurance policies, maintenance and repair costs (including spare parts), general servicing costs etc., shall be borne by the Lessee. The Lessee must fulfil all the statutory obligations stemming from the keeping and use of the vehicle, particularly timely presentation for servicing (e.g. the general servicing under Article 29 of the German Road Vehicle Registration Regulation (*Straßenverkehrszulassungsverordnung – StVZO*)) and indemnifies Sixt against any claims which arise from a breach of these obligations.

The Lessee must provide proof of the timely performance of the maintenance work through appropriate entries made by the respective specialist company in the service booklet.

b) In urgent cases, if the assistance of a specialist company recognised by the manufacturer/supplier or a specialist company approved by Sixt is not available or can only be obtained with unreasonable difficulties, repairs may be carried out by a different repair or specialist company which guarantees careful, professional work.

c) The Lessee must immediately have any damage to the milometer or its connection points repaired by a repair company authorised by the manufacturer/supplier and also immediately notify Sixt at the same time. Neither the Lessee nor persons hired by it are not permitted to make any changes to the milometer or its connection points.

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**12. OWNERSHIP RELATIONS AND IMPAIRMENTS**

12.1 Sixt is the owner of the vehicle. The Lessee is not permitted to provide the vehicle to third parties either permanently (e.g. sale, giving as a gift, assignment as security) or temporarily (e.g. leasing, rental or lending). However, the Lessee shall have the right to allow its employees, family members or life partners to temporarily use the vehicle for a purpose related to the person or business of the Lessee. However, the Lessee must ensure that the persons to whom the vehicle is provided hold a valid driving licence. If persons who are provided with the vehicle cause damage to or with the vehicle, the Lessee shall be liable along with those persons.

12.2 The Lessee must keep the vehicle free of third-party rights. If Sixt's rights to the vehicle are violated or impaired through measures of third parties, particularly due to seizure or other events, the Lessee shall immediately notify Sixt to that effect, preferably in writing, and submit appropriate documents to it.

If a delay would give rise to a risk, the Lessee must immediately take all appropriate measures to preserve and protect Sixt's rights. The Lessee shall bear the costs of any measures taken to avert the third-party intervention which were not caused by Sixt and have not been paid by third parties.

12.3 Subsequent changes to the vehicle or additional installations shall require the prior written consent of Sixt. If the Lessee changes the vehicle during the term of the contract, when the contract ends it shall have to restore the original condition at its own expense. Changes to the vehicle's electronics and mechanics which improve its performance (tuning) are in any event prohibited. The Lessee shall have the right to apply markings/labelling to the vehicle within the limits of normal commercial practice. When the contract ends, it shall have the markings appropriately removed at its own expense. This also includes the elimination of any damage to the paintwork or other damage to the vehicle resulting from the marking/labelling or its removal. Any modifications, installations or additional equipment which have not been removed when the vehicle is returned shall become Sixt's property without any compensation being paid.

12.4 Sixt shall have the right to view the vehicle and inspect its condition in consultation with the Lessee.

**13. INSURANCE COVERAGE AND HANDLING CLAIMS**

13.1 The Lessee must insure the vehicle in accordance with the provisions of this section 13, unless otherwise agreed within the framework of a so-called full-service contract. At the Lessee's expense, the following insurance policies must be taken out and maintained for the duration of the term of the leasing contract:

Insurance amounts and deductibles:

- Liability insurance

Minimum insured amount of EUR 100 million for damage to property, financial loss or personal injury and a minimum insured amount of EUR 8 million per person who sustained damage.

- Third-party fire and theft insurance (*Teilkaskoversicherung*)

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Deductible of a maximum EUR 150.00 per claim

- Fully comprehensive insurance (*Vollkaskoversicherung*)

Deductible of a maximum EUR 500.00 per claim

- GAP insurance to cover any differences between the replacement value and a contractually agreed residual claim in the event of a write-off or theft

If the Lessee fails to immediately fulfil its insurance obligation after being reminded by Sixt, Sixt shall have the right, though not the obligation, to take out the relevant insurance policies as a representative of the Lessee at the Lessee's expense. The content and scope of the insurance of a vehicle under contract must comply with the latest version of the non-binding model conditions for motor vehicle insurance (*AKB*) announced by the German Insurance Association (*Gesamtverband der Deutschen Versicherungswirtschaft*). In the event of any deviations the Lessee must inform Sixt, and it must obtain Sixt's consent for any deviations which are detrimental to Sixt.

13.2 By signing the individual leasing contract, the Lessee irrevocably assigns to Sixt all vehicle-related compensation claims (this does not concern claims due to personal injury, loss of use, hire cars or continued salary payment) under the insurance contracts, both against any persons who caused damage and against their insurers. Sixt accepts that assignment.

13.3 At its request, the Lessee shall be obliged to provide Sixt, within 14 days, with a risk coverage certificate concerning the existing insurance policy. If the Lessee fails to fulfil this obligation despite a reminder, it shall authorise Sixt to apply for a risk coverage certificate concerning the existing insurance policies and obtain information on the above-mentioned insurance relations, at the Lessee's expense. The Lessee undertakes to notify Sixt without delay of all changes related to that insurance relationship or the underlying conditions.

13.4 The Lessee must immediately notify Sixt of any damage to the vehicle. It must compensate Sixt for any damage or disadvantages that result from a culpable breach of the obligation to immediately report damage.

13.5 Sixt shall be responsible for the actuarial handling of all vehicle-related damage. It shall be entitled to any compensation paid by third parties or their insurers for vehicle-related damage. The Lessee shall be obliged to provide Sixt with all the data and documents necessary for this, particularly concerning the course of events that led to the damage, the cause of the damage and the expected extent thereof. Sixt shall provide the Lessee with a loss form. The Lessee shall be liable for all damage to the extent it is not covered by an insurance policy/third party.

13.6 Damage to the vehicle for which a third party or its insurer or the Lessee must take responsibility will be eliminated on behalf and for the account of Sixt by an authorised specialist repair company nominated by Sixt, unless the contract is terminated by one of the parties in accordance with section 13.8.

If, in the event of settlement on the basis of an expert opinion/repair costs calculation, the amount specified in the expert opinion/repair costs calculation exceeds the repair costs actually paid, Sixt shall be entitled to that amount as the owner of the vehicle.

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13.7 Sixt shall be entitled to any compensation performances rendered by third parties or their insurers for loss of value.

If the vehicle sustains damage for which an insurer/third party are not liable or are not liable in the full amount, Sixt shall have an immediately due claim against the customer which, according to Sixt's choice, shall amount to the repair costs according to the workshop invoice or the repair costs according to an expert opinion and, from an amount of damage of EUR 1,000 (net), the resulting loss of value. This shall amount to 10% of the repair costs according to the expert opinion. If no expert opinion has been obtained, 10% of the net repair costs according to the workshop invoice shall be payable. Sixt shall retain the right to provide proof of a higher loss of value. The Lessee shall retain the right to provide proof that no loss of value or a lower loss of value occurred.

In the final settlement of the leasing contract, Sixt shall take into account in favour of the Lessee any loss of value received if the damage affects the valuation when the vehicle is returned.

13.8 If, in the event of loss or destruction of the vehicle, in view of the severity of the damage or its extent the vehicle is an economic or technical write-off or if damage-related repair costs of more than 60% of the net replacement value of the vehicle are incurred, the individual leasing contract can be terminated by either contract party within three weeks after the terminating party learns of the fulfilment of these conditions, effective at the end of a contractual month.

In the event of termination for the above reasons, the Lessee shall have to pay the present value in accordance with section 15 below or the replacement value of the vehicle (the higher of those two values). The replacement value shall be deemed to be the price that would have to be paid on the market for the purchase of an equivalent, used vehicle without the occurrence of the damage event. The utilisation proceeds and the insurance compensation shall be credited up to the amount of the replacement value or present value. The Lessee shall be liable for any shortfall.

If a leasing contract with mileage settlement (mileage contract) has been concluded, the excess/unused kilometre settlement will not be carried out. If the full-service module "Maintenance/Wear" has been agreed, the mileage settlement for the full-service area in accordance with Part B section 2.1 b will still be carried out.

13.9 If, in the event of theft, the vehicle is located before the insurer's performance obligation arises, at the request of one of the contract parties the leasing relationship shall continue on the existing terms, in which case the Lessee shall have to pay the leasing payments that have arisen in the meantime in a single amount within one week from the assertion of the claim.

#### **14. BREACHES OF CONTRACT, LATE PAYMENT, TERMINATION**

Each contract party can terminate the contract without notice for good cause.

14.1 Good cause which entitles Sixt to terminate the leasing contract without notice will be deemed to exist, in particular, if the Lessee:

- is late in paying receivables which amount in total to at least two leasing instalments;

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- provided incorrect information during the contract negotiations which is significant for the conclusion or continuation of the contract;
- concealed circumstances upon the conclusion of the contract which objectively could cause a leasing provider to refrain from concluding a contract;
- despite a warning uses the vehicle in breach of contract, particularly if it disposes of the vehicle in an impermissible manner or provides it to a person who is not authorised to use it under section 12.1, fails to maintain the vehicle in roadworthy condition compliant with the regulations, fails to provide proof of the vehicle insurance policies it is obliged to hold under section 13 when this is requested or permanently takes the vehicle abroad.

14.2 If the conditions for termination of the leasing contract without notice are fulfilled, Sixt will be able to:

- a) temporarily secure the vehicle and/or prohibit the Lessee from using it with immediate effect until all receivables with which the Lessee is in default have been paid; Sixt shall provide the Lessee with the vehicle again once it has settled those receivables; or
- b) demand security in a reasonable amount from the Lessee for the relevant leasing payments and/or other receivables.

14.3 In the event of late payment, the Lessee shall have to pay interest for delay in the statutory amount.

More far-reaching claims for compensation for losses remain unaffected. After the first reminder, for each further reminder or warning Sixt shall receive from the customer a flat reminder fee of a maximum of EUR 15.00. The Lessee shall have the right to provide proof that no reminder fee or a lower reminder fee was incurred.

14.4 The consequences of termination are regulated in section 15.

## **15. SETTLEMENT IF THE CONTRACT IS ENDED EARLY**

15.1 In the event of termination without notice by Sixt caused by the Lessee or if the contract is ended early by agreement between the parties, the Lessee shall have to pay compensation for the losses which Sixt incurred due to the early ending of the contract, which shall amount (irrespective of the type of contract selected) to the difference between the present value of the contract and the proceeds from disposal of the vehicle.

15.2 The present value of the contract consists of the discounted calculated residual value and the discounted outstanding leasing instalments up to the end of the leasing pursuant to the contract, less any saved costs that depend on the term of the contract. Interest for delay will be added. The assertion of further claims for losses is not excluded.

15.3 The calculated residual value is the residual value guaranteed in the contract. For a leasing contract with mileage settlement, the mileage driven will not be settled. This does not apply for the full-service area, Part B, section 2.1 b. Instead, the proceeds from the sale of the vehicle expected at the end of the leasing period, as internally calculated by Sixt, will be used as the residual value.

The proceeds from the disposal of the vehicle in the meaning of section 15.1 are the estimated net dealer purchase value of the vehicle at the time of settlement less an

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assessment fee in the amount of EUR 50.00, which is incurred in connection with the valuation. The customer shall have the right to provide proof that Sixt did not incur any losses or only lower losses than the fee. Sixt shall have the net dealer purchase value calculated by an independent consultancy. This estimate shall be the basis for the settlement. Legal action is not excluded by this.

15.4 In the case of a full service leasing contract, the provisions of Part B of these General Terms and Conditions apply on a supplementary basis.

## 16. FINAL SETTLEMENT

16.1 The financial settlement after the end of the leasing period shall differ depending on whether the Lessee assumed the residual value risk (sections 16.2, 16.3) or concluded a mileage contract with the residual value risk borne by Sixt (section 16.4), supplemented as the case may be with a flat return fee (section 16.5).

16.2 If the Lessee assumed the residual value risk, after the end of the leasing period it shall be obliged to purchase the vehicle from Sixt at the contractually agreed residual value plus the statutory VAT, if Sixt demands this (offer right). Upon the exercise of the offer right, the purchase contract will be deemed to have been concluded and the purchase price will be due for payment. In the case of a contract with an offer right, the Lessee will not be obliged to surrender the leasing vehicle if Sixt exercises its offer right. The sale shall occur to the exclusion of any liability for material defects or defects of title and with regard to consumers in the meaning of Article 13 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) with liability for material defects or defects of title limited to a period of one year. Sixt's liability under section 18 (b) remains unaffected. Sixt will not be obliged to offer the Lessee the vehicle or to exercise the offer right before the vehicle is returned. Sixt will also be able to otherwise sell the leasing vehicle.

16.3 If Sixt does not exercise its offer right, the following provision shall apply: the residual value guaranteed by the Lessee will be compared with the net dealer purchase value calculated by an independent consultancy. Sixt shall be responsible for the selection and remuneration of the expert. Legal action shall not be excluded as a result of that assessment. The Lessee shall receive 75% of the surplus proceeds from the comparison of the agreed residual value and the net dealer purchase value. The Lessee shall reimburse Sixt for any shortfall in the proceeds. Sixt will be able to first set off all receivables from the Lessee against a possible reimbursement claim of the Lessee.

16.4 The following provision shall apply when a vehicle is returned within the framework of a leasing contract with mileage settlement (residual value risk borne by Sixt):

If the Lessee has exceeded the agreed total mileage allowance, for each further kilometre driven an additional charge will be levied at the additional charge rate provided for in the leasing contract. If the agreed total mileage allowance is not reached, the Lessee will be paid the reimbursement amount provided for in the leasing contract for each kilometre of the shortfall, but not for more than 10,000 kilometres. If the total mileage allowance is exceeded or fallen short of by up to 2,500 km, neither an additional charge will be levied nor will any reimbursement be paid. This is an exemption limit, which means that, for example, if the total mileage allowance is exceeded by 2,700 km, the entire 2,700 additional kilometres will be invoiced at the additional kilometre rate provided for in the individual leasing contract.

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If the vehicle is not in the condition specified in section 17.1 and if its value is reduced as a result, the Lessee shall be obliged to pay compensation. If the parties cannot reach agreement regarding the loss of value to be compensated for by the Lessee, the loss of value shall be calculated by an independent consultancy (to be arranged by Sixt). For the preparation of that expert opinion, the customer shall pay Sixt a fee in the amount of EUR 50.00. The customer shall have the right to provide proof that Sixt did not incur any losses or only lower losses than the fee. The expert's valuation shall be the basis for the settlement. Legal action is not excluded.

16.5 If a flat return charge (FAirbag® Plus) is agreed in the individual leasing contract on a supplementary basis to a leasing contract with mileage settlement, the following shall apply:

a) The Lessee shall not be charged for individual damage or compound damage to the following vehicle components up to a loss of value specified in the expert opinion of EUR 250.00 net:

- body damage
- damage to the paintwork
- damage to the bumpers/side protection
- damage to the tyres, rims or hubcaps
- damage to the interior
- mechanical/technical damage

The damage will be calculated on the basis of the expert opinion in accordance with section 17.1.

Individual damage means damage to a single component resulting from one or more damage events (for example, damage to the paintwork on the forward right wing and damage to the paintwork on the rear left wing constitute two instances of individual damage).

Compound damage means damage to individual components which is attributable to the same damage event.

b) The following damage, which will be settled in accordance with sections 17.1/17.3, does not fall under the flat return charge:

- damage to glass
- all types of individual damage causing a loss of value specified in the expert opinion of more than EUR 250.00 (net);
- compound damage causing a loss of value specified in the expert opinion of more than EUR 250.00 (net). Example: frontal damage caused by the driver which has not been repaired consisting of a damaged front spoiler EUR 200.00 (net) and forward left wing EUR 250.00 (net) = compound damage of EUR 450.00 (net) and therefore a charge for the customer in the amount of EUR 450.00 (net);

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- tyre replacement (missing summer/winter tyres or rims; the minimum tread depth specified in the damage catalogue in Part C is not reached);
- missing or damaged special accessories/fittings or missing vehicle documents (e.g. radio, keys etc.);
- damage resulting from the addition of fittings and damage resulting from the application of stickers to the vehicle or their removal;
- omitted servicing.

c) The agreed flat return charge shall be calculated independently of the term of the contract and shall remain unchanged even if the contract is modified. The flat return charge shall be payable in advance in monthly instalments on the first day of each calendar month. If the individual leasing contract is ended early, the customer shall have to pay the outstanding monthly instalments for the flat return charge up to the agreed end of the contract in the form of a discounted one-off payment.

16.6 In the case of a full-service leasing contract, the provisions of Part B of these General Terms and Conditions shall apply on a supplementary basis.

**17. RETURNING THE VEHICLE**

17.1 When the vehicle is returned it must be in state of repair corresponding to its age and the contractually agreed mileage, free of damage, roadworthy and reliable and safe to operate. Traces of wear and tear are not deemed to be damage. Damage and traces of wear and tear shall be differentiated according to the damage catalogue in Part C of these General Terms and Conditions of Business.

17.2 If FAirbag Professional is agreed in the leasing contract, before returning the vehicle the Lessee must arrange an appointment (in consultation with Sixt) with an independent assessment organisation, which will establish the condition of the vehicle on the basis of the damage catalogue in Part C. The costs of that opinion shall be borne by Sixt if the customer has the vehicle assessed no more than 24 hours before returning it and drives no more than 250 km between the assessment and the return of the vehicle. Otherwise, the Lessee shall pay Sixt a fee for the assessment in the amount of EUR 50.00. The Lessee shall have the right to provide proof that Sixt did not incur any losses or incurred lower losses than the fee. The place and date of the assessment must be consensually agreed.

If the vehicle is returned in violation of the above requirements, Sixt shall obtain a further expert opinion from an independent assessment organisation. For the preparation of that further expert assessment the customer shall pay Sixt a fee of EUR 50.00. The customer shall have the right to provide proof that Sixt did not incur any losses or incurred lower losses than the fee.

17.3 If the condition of the vehicle when it is returned does not correspond to that described in section 17.1, the Lessee shall have to pay Sixt compensation in the amount of the loss of value specified in the expert opinion.

The same applies for defects or damage which, although they result from normal wear and tear, affect the operating authorisation or roadworthiness in the meaning of the provisions of

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StVZO. The expert opinion on the basis of the damage catalogue in Part C will not exclude legal action.

17.4 After the end of the leasing contracts, the Lessee will be obliged to return the vehicle to Sixt with the keys and all the documents provided (e.g. the registration certificate, the customer service booklet, winter tyres etc.) at its own expense and risk. The vehicle must be returned to Sixt at its sales centre in Garching. Alternatively, the Lessee can also return the vehicle to any Sixt handover station. The handover location must always be agreed with Sixt in advance. If the vehicle is returned to a handover station, for the transportation of the vehicle back to Sixt's sales centre in Garching the Lessee shall have to pay a transport fee of EUR 250.00 (gross currently EUR 297.50) for a car, EUR 355.00 (gross currently EUR 422.45) for a van and EUR 390.00 net (gross currently EUR 464.10) for a utility vehicle per vehicle plus statutory VAT. Vehicles must be returned during normal business hours, from 8.00am to 5.00pm.

17.5 The parties agree that Sixt will carry out the deregistration of the vehicle for the Lessee within 10 business days after it is returned. The Lessee must reimburse Sixt for all the costs incurred in connection with the deregistration. The costs amount to EUR 19.00 plus statutory VAT (gross currently EUR 22.61), unless otherwise agreed.

When the Lessee hands over the vehicle it must be washed and its interior cleaned. If the Lessee fails to fulfil this obligation, Sixt shall have the right to have the necessary work performed at the Lessee's expense and invoice the Lessee for it.

17.6 If the Lessee is late in handing over keys, documents or accessories, it shall have to pay Sixt compensation for the costs of their replacement and any further losses incurred by it as a result. If the Lessee returns the vehicle to a handover location other than that agreed with Sixt or the sales centre, it shall have to pay a flat fee for the related additional expenses of EUR 100.00 plus statutory VAT (gross currently EUR 119.00). The Lessee shall have the right to provide proof that Sixt did not incur any additional expenses or incurred them in a lower amount.

17.7 If, when the vehicle is returned, the tyres do not have a tread depth all over as specified in Sixt's damage catalogue in Part C, the Lessee shall bear the costs of fitting the vehicle with new tyres of the same brand. If the Lessee did not have the servicing prescribed by the dealer/manufacture for the duration of the leasing relationship carried out or did not have it carried out in accordance with the leasing contract, it shall have to pay Sixt, for each omitted inspection, maintenance or service, a flat value loss payment in the amount of EUR 250.00. The flat value loss payment shall be decreased if the Lessee provides proof that no loss of value or a lower loss of value occurred. Sixt reserves the right to assert further claims for losses resulting from failure to carry out maintenance work or failure to correctly carry out servicing.

17.8 If the vehicle is not returned on time at the end of the contract against Sixt's wishes (if it is withheld), for the period of continued use the Lessee will be charged use compensation for each excess day in the amount of 1/30 of the agreed monthly leasing instalments and the expenses caused by the delay in returning the vehicle. Any special rent payment paid upon the conclusion of the contract will be deemed to have been exhausted when the contract ends. For the period of continued use, the Lessee shall have to pay use compensation in the

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amount of the contractually agreed leasing instalments, which shall be calculated based on the monthly leasing instalments currently specified in the contract and the difference vis-à-vis the leasing instalments calculated in accordance with the contract without taking the special lease payment into account.

Otherwise, during that period the customer's obligations as provided for in this contract shall continue to apply. The continued use of the vehicle by the Lessee after the end of the leasing contract shall not lead to the continuation of the leasing relationship.

17.9 If the Lessee fails to promptly fulfil its obligation to return the vehicle, Sixt shall have the right and authority to take the vehicle back at the Lessee's expense and risk. The vehicle can be taken back by a third party commissioned by Sixt.

### **18. LIABILITY**

18.1 Sixt shall be liable, irrespective of the type of breach of obligation, including impermissible acts, in the event of wilful misconduct or gross negligence. Otherwise, claims for compensation are excluded, unless otherwise agreed below.

18.2 In the event of breaches of key contractual obligations which make the correct fulfilment of this contract possible at all and upon whose fulfilment the Lessee can rely, Sixt shall be liable for any negligence, but only up to the amount of the typical, foreseeable losses.

18.3 The limitations of liability and exclusions provided for in sections 18.1 and 18.2 do not apply to losses resulting from loss of life or injury to the body or health.

18.4 If Sixt's liability is excluded or limited, this shall also apply to its staff members, employees, representatives and vicarious agents.

18.5 Sixt's obligations on the basis of its own quality or service life guarantees are not limited by paragraphs 1-4.

### **19. GENERAL PROVISIONS**

19.1 Sixt shall have the right to transfer the claims stemming from this contract, with all rights and obligations, to third parties. Claims and rights stemming from the leasing contract can only be assigned by the Lessee with the prior written consent of Sixt.

19.2 The Lessee shall be invoiced for repair work and deliveries of goods and services, unless otherwise agreed herein (such as the possible settlement of accident damage on the basis of an expert assessment), in the amounts specified on the repair invoice or the invoice of the relevant supplier. Sixt alone shall be entitled to any further cash-value benefits, such as marketing allowances, quantity bonuses and other discounts, which are granted to Sixt by workshops and suppliers of tyres, fuel or other goods or services (see in particular Part A section 13 and Part B 2.1, 2.4, 2.6), as only Sixt can hold the prospect of its using a certain amount of the workshops' operating capacity and/or purchasing increased quantities from suppliers based on the size of its entire leasing fleet. Furthermore, this enables Sixt to render the performances agreed in the individual leasing contract on the agreed terms. With regard to the above-mentioned cash-value benefits, purely as a precaution the parties clarify that any disclosure or surrender claims of the Lessee against Sixt are excluded.

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19.3 The Lessee will only be able to carry out a set off against Sixt's claims if its counterclaim is undisputed, if a legally binding title exists or if the counterclaim is ready for a decision. Any right of retention of the Lessee to the vehicle is excluded.

19.4 The Lessee declares that it agrees to provide Sixt with information on its financial circumstances at its request. In particular, it will allow Sixt to inspect its balance sheets, profit and loss accounts and tax returns for the duration of the term of the leasing contract.

19.5 There are no additional arrangements. For each amendment or addition to the contract subsequently requested by the Lessee, Sixt shall charge it a processing fee in the amount of EUR 155.00 plus statutory VAT (gross currently EUR 184.45). The exercise of contractual rights shall not be deemed to constitute a contractual amendment in the meaning of sentence 2.

19.6 Both claims for compensation of Sixt due to changes in or deterioration of the subject of the leasing and claims of the Lessee for reimbursement of expenses shall expire by time limitation within the regular statutory time limitation period of three years, with the proviso that the time limitation period will begin at the end of the year in which the subject of the leasing is returned to Sixt.

19.7 The Lessee must immediately report any change in its place of residence or registered office, changes in its legal form or the liability relations of its company and any change to its bank details. If the Lessee fails to fulfil these obligations, it shall have to reimburse Sixt for any costs of enquiries incurred by it.

19.8 The place of performance is Munich. If the parties are traders, legal persons under public law or public law special funds, Munich is agreed as the place of jurisdiction. If the Lessee has no place of residence in Germany, the parties agree that Munich is the place of jurisdiction. German law applies. The language of the contract is German.

19.9 Sixt shall store and process the data of the Lessee/co-obligated persons for the purposes of the performance of the contract. That data will also be used for the purposes of customer care and advertising campaigns. The data will be transferred to the necessary extent to internal and external service providers and cooperation partners, as well as to companies affiliated to Sixt and insurance companies and refinancing banks. There will be no further use or passing on of the data above and beyond the purposes of this contract.

19.10 The applicability of the general business conditions of the Lessee is excluded.



# SIXT

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## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR THE LEASING OF MOTOR VEHICLES

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### PART B – ADDITIONAL AGREEMENT FOR FULL-SERVICE CONTRACTS

#### 1. GENERAL PROVISIONS

1.1 If the Lessee has concluded a full-service contract with Sixt in addition to the leasing contract, the following terms and conditions shall apply for the performances to be rendered within the agreed scope of the services.

1.2 It is clarified that Sixt will essentially provide the services/modules of the full-service contracts as "management services", unless provided otherwise contractually or in the following conditions. With regard to the full-service modules to be agreed, Sixt will only handle the management of the work to be carried out/tyre deliveries and the financial processing. It shall be liable for the proper selection of the specialist companies and tyre suppliers. Sixt will not be required to carry out work or deliver spare parts/tyres.

The Lessee will be responsible for asserting claims for any defects. Sixt assigns the related claims for defects against contractors/specialist companies/suppliers to the Lessee, which accepts that assignment. Sixt shall support the Lessee in the enforcement of those claims.

#### 2. FULL-SERVICE CONTRACT MODULES

##### 2.1 Maintenance and wear

###### a) Implementation

If the "Maintenance and Wear" module is agreed in the full-service contract, the Lessee shall receive a ServiceCard and Service Vouchers from Sixt for placing orders in Germany. This will enable it to place orders with specialist companies recognised by Sixt in Sixt's name and for its account, within the framework of these Full-Service Conditions. The ServiceCard and Service Vouchers shall only be valid for the leased vehicle and for the duration of the leasing period.

The Lessee must protect the ServiceCard and Service Vouchers against misuse. Any loss of the ServiceCard or Service Vouchers must be immediately reported to Sixt. In the event of a breach of this duty of care due to gross negligence or wilful misconduct, the Lessee shall be liable for the resulting disadvantages and the consequences of the loss or misuse.

When an order is placed, the ServiceCard and Service Vouchers must be presented to the specialist company/contractor, with the proviso that the invoice shall be issued to Sixt Leasing AG. The Lessee must instruct the specialist company/contractor to send Sixt the original written order and any additionally placed orders together with the repair invoice.

###### b) Flat fee for the "Maintenance and Wear" module

###### aa) The scope of the performance

If flat fee settlement has been agreed between the Lessee and Sixt, Sixt shall bear the costs of:

- maintenance work prescribed according to the customer service booklet, including any necessary materials for it;
- the costs of eliminating damage resulting from wear within the limits of normal wear and tear according to the mileage of the vehicle;

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- the costs of carrying out the general inspection/exhaust emission test in accordance with Article 29 StVZO.

If the Lessee incurs costs which are to be borne by Sixt under the Full-Service Conditions, it shall be reimbursed for those costs after submitting correct original documentation (order, invoice, receipt etc.). If the Lessee incurs such costs abroad, those costs will only be reimbursed up to the amount that would have been charged by a domestic authorised workshop for the work performed abroad.

The "Maintenance and Wear" module does not include, in particular:

- fuel, refilling oils and lubricants which are not necessarily required in connection with customer service work in accordance with Part B, section 2. b) aa);
- washing, cleaning and polishing the vehicle, engine washing;
- elimination of rust and paintwork damage;
- repairs and maintenance of additional installations/special accessories/special equipment or add-on fittings installed by the Lessee;
- repairs resulting from improper treatment of the vehicle, particularly driving or operating errors;
- towing, wheel and axial measurement and alignment, balancing unrelated to a contractual tyre purchase (also not when seasonally required tyres are replaced);
- accident damage and/or glass breakage;
- vandalism/rodent gnawing damage;
- replacement of hubcaps, trim, breakdown triangle, first-aid kit, jacking equipment, tool kit, covers, seats, TireFit;
- replacement of tyres.

In any event these costs must be borne by the Lessee.

**bb) Flat payment**

The Lessee shall pay the monthly flat fee agreed in the full-service contract. Sixt shall settle the invoices for those orders which the Lessee placed in accordance with the contract. To that extent there will be no billing.

If Sixt settles orders placed by the Lessee outside the agreed "Maintenance and Wear" module, it shall immediately invoice the Lessee for these, charging a fee of 10% of the invoice amount, but at least EUR 3.00 per invoice and a maximum of EUR 25.00 plus VAT.

The flat loss of value to be paid under Part A 17.7 for omitted servicing shall be reduced to EUR 100.00. The Lessee will be able to provide proof that Sixt did not incur any loss of value or only incurred a lower one.

If, at the end of the agreed period of use, the actual mileage differs from the agreed mileage, with regard to leasing contracts with mileage settlement Sixt shall settle the excess or unused mileage as follows:

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Aktiengesellschaft  
Hauptverwaltung  
Zugspitzstr. 1  
D-82049 Pullach  
Tel. 089/74444-0  
Fax 089/74444-86666

www.sixt-leasing.com  
e-mail: leasing@sixt.de  
  
Supervisory authority: The  
Federal Financial Supervisory  
Authority (*BaFin*)

Bank details:  
HypoVereinsbank  
München  
IBAN: DE87 7002 0270  
0002 4512 20  
BIC: HYVEDEMM

Chairman of the Supervisory Board: Erich Sixt  
CEO: Dr. Rudolf Rizzolli  
Registered office: Pullach, District of Munich  
Entered in the Commercial Register for Munich  
HR B 155 501  
Tax. No. 143/104/80011  
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If the Lessee has exceeded the agreed total mileage allowance, for each further kilometre driven an additional charge will be levied at the additional charge rate provided for in the full-service contract. If the agreed total mileage allowance is not reached, the Lessee will be paid the reimbursement amount provided for in the full-service contract for each unused kilometre, but not for more than 10,000 kilometres. If the total mileage allowance is exceeded or fallen short of by up to 2,500 km, neither an additional charge will be levied nor will any reimbursement be paid. This is an exemption limit, which means that, for example, if the total mileage allowance is exceeded by 2,700 the entire 2,700 additional kilometres will be invoiced at the excess kilometre rate provided for in the individual leasing contract.

If the leasing relationship ends early or only after the end of the originally agreed term of the leasing, Sixt shall calculate the imputed monthly mileage by dividing the routes specified in the leasing contract by the number of contract months. The applicable mileage rating will then be determined by multiplying the actual months of use by that imputed monthly mileage. Excess or shortfall kilometres which result from the difference between the computed and actual mileage will be settled in accordance with the above paragraph.

**c) Fees for expenses for the "Maintenance and Wear" module**

aa) The scope of the performance

If settlement of expenses has been agreed between the Lessee and Sixt, Sixt shall first settle those orders which the Lessee placed in Germany using Sixt's ServiceCard and Service Vouchers. Under the full-service contract, the Lessee can order any maintenance or repair work, cleaning, towing etc. that arises in connection with the operation of the vehicle, which will then be settled by Sixt.

bb) Settlement with advance payments

Besides the leasing instalments, the Lessee shall pay Sixt additional monthly advance payments for the "Maintenance and Wear" module in the contractually agreed amount.

For the settlement of the orders placed by the Lessee it shall pay Sixt a handling fee in the amount of 10% of the net invoice amount plus the statutory VAT.

At the end of the leasing period, Sixt will add the costs incurred by it for the orders placed by the Lessee in accordance with Section 2.1 c) aa) to the handling fee and compare that amount with the advance payments made by the Lessee. The Lessee shall settle any balance in favour of Sixt and Sixt shall reimburse the Lessee for any credit resulting from this calculation.

cc) Settlement without advance payment

Sixt shall invoice the Lessee for the costs incurred by Sixt together with a handling fee in the amount of 10% of the net invoice amount for the Lessee's orders in accordance with Part B section 2.1 c) aa) plus VAT, after they are incurred. The Lessee will be obliged to settle them.

**2.2 Vehicle tax**

If full service including vehicle tax is agreed, Sixt shall pay the vehicle tax.

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If a monthly advance payment is agreed between the Lessee and Sixt in the individual leasing contract, after the end of the contract a settlement will be carried out by comparing the actually incurred amounts of vehicle tax and the agreed handling fee with the advance payments made. The Lessee shall have to settle any resulting supplementary payment amount and Sixt shall settle any resulting credit.

If settlement according to costs is agreed in the individual leasing contract, Sixt shall invoice the Lessee for the amounts of tax in the actually incurred amount, which the Lessee shall have to settle. In addition, the Lessee shall pay a handling fee of 10% of the amounts of vehicle tax paid.

The customer shall immediately forward any tax decisions delivered to it to Sixt. The Lessee shall be liable for any additional charges or losses which result from it delaying in forwarding tax decisions to Sixt through its own fault.

The Lessee hereby assigns to Sixt any claims against the tax authorities for reimbursement of amounts of tax, to the extent that Sixt paid those amounts of tax. Sixt accepts that assignment. The Lessee must immediately pass on to Sixt any performances/reimbursements that are nevertheless paid to it.

**2.3 Radio licence ("GEZ")**

If the "Radio Licence Fees" or "Radio Contributions (GEZ)" modules are agreed in the full-service contract, Sixt shall register the leasing vehicle with the radio licence fee agency *Gebühreneinzugszentrale der öffentlich-rechtlichen Rundfunkanstalten in der Bundesrepublik Deutschland* (GEZ) or a regional radio broadcaster for the Lessee and pay the radio licence fees or contributions for the vehicle when they are due.

By law, the obligation to pay radio licence fees or radio contributions begins on the first day of the calendar month in which the vehicle is registered and ends at the end of the month in which the vehicle is deregistered. The Lessee shall pay Sixt radio licence fees or contributions accordingly.

This shall also apply where Sixt concludes or has concluded agreements with regional radio broadcasters or other bodies, for the purpose of simplifying administration, which provide for longer settlement periods and/or different reference date arrangements. Also in the case of such an agreement, when the relevant individual contract ends no final settlement of the amounts that Sixt actually paid throughout the lifetime of the vehicle will be carried out, as such final settlements would cancel out the benefits resulting from an agreement for the purpose of simplifying administration.

For the full-service "Radio Licence Fees/Radio Contributions (GEZ)" module, the Lessee shall reimburse Sixt for the radio licence fees or contributions as provided for in the individual contract and shall pay a handling fee of 10% of the radio licence fees or contributions which it is charged.

**2.4 Tyre replacement**

a) Flat fee settlement

aa) The scope of the performance

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If the service contract includes tyre replacement which is separately stipulated in terms of type and scope, Sixt shall bear the costs thereof. The Lessee shall be responsible for ensuring, within the framework of the contract, that the tyres are changed in good time before the statutory minimum tread depth is reached.

The Lessee will be provided with Tyre Vouchers for the leasing period in relation to the leased vehicle, with which the contractually agreed number of tyres defined in more detail on the ServiceCard (minimum purchase of two new tyres) can be purchased and had fitted to the contractual vehicle at Sixt's authorised dealers. The costs of installation and wheel balancing shall only be borne by Sixt in the case of a new tyre purchase. The Tyre Vouchers shall expire without compensation when the full-service contract ends.

**bb) Remuneration**

The remuneration for the tyres shall be paid by way of a flat monthly tyre fee payment in the amount specified in the full-service contract. No fee shall be paid for tyres which are purchased without the use of Tyre Vouchers for tyre purchase/fitting/balancing/storage.

**b) Settlement according to expenses/advance payment****aa) The scope of the performance**

If the Lessee opts for advance payment with a final settlement or settlement based on expenses, Sixt shall first settle those orders which the Lessee placed in Germany using Sixt's ServiceCard or Tyre Vouchers.

**bb) Settlement of the advance payment/remuneration**

In this full-service module, the Lessee pays, besides the leasing instalments, monthly advance payments in the contractually established amount.

At the end of the leasing period, an effective settlement is carried out of the advance payments made for the "Tyres" module on the one hand with the costs incurred by Sixt for tyre orders of the Lessee and the agreed handling fee on the other. The Lessee shall have to settle any resulting supplementary payment amount with respect to Sixt and Sixt shall settle any resulting credit with respect to the Lessee. For the settlement of the orders placed by the Lessee, Sixt shall receive from the Lessee a handling fee in the amount of 10% of the net invoice amount plus the statutory VAT.

**cc) Settlement according to expenses/remuneration**

The Lessee shall reimburse Sixt for the tyre performances ordered by it and paid for by Sixt against an invoice. In addition, the Lessee shall pay Sixt a handling fee in the amount of 10% of the net invoice amount plus the statutory VAT.

**c) Tyre storage**

If the full-service module "Tyre Storage" is agreed in the individual contract, the unfitted wheels/tyres of the relevant vehicle can be stored at Sixt's tyre cooperation partners. Sixt's tyre cooperation partners are listed in the Service Folder and details of these can also be obtained from Sixt.

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If a full-service contract including insurance according to the so-called “kW model” has been agreed, the vehicle will be insured by Sixt according to the General Conditions for Automobile Insurance (*Allgemeine Bedingungen für die Kraftverkehrsversicherung – AKB*). Sixt will be the policyholder and it shall be responsible for the selection of the insurance policies unless otherwise agreed in writing.

Sixt shall take out a liability insurance policy for the vehicle at least in the amount of the current statutory minimum coverage and a fully comprehensive insurance policy with a maximum deductible of EUR 1,000.00 including a third-party, fire and theft policy with a maximum deductible of EUR 1,000.00 and maintain them throughout the term of the contract. In the event that a claim is made on the respective insurance policy, the Lessee shall in any event be liable with respect to Sixt in the amount of the agreed deductible. The Lessee shall be provided with the exact product description and insurance scope of the kW model with the application documents.

Sixt shall charge the Lessee the flat rate for insurance performances agreed in the individual leasing contract each month.

**b) Differing term/termination**

Unlike the term of the individual leasing contract, the agreement on the full-service module "Insurance According to the kW Model" and the flat rate to be paid for it shall only be effective for the calendar year (until 12.00 midnight on 31 December). This full-service module shall be extended by periods of one further year after 31 December of each year, unless one of the parties terminates this arrangement in writing giving six weeks' notice, effective at the end of the calendar year. As to whether the time limit has been complied with, it shall not be the date when the notice is sent but the timely delivery of the termination notice that is decisive. In the event of termination, the Lessee will be obliged, from 1 January, to insure its vehicle itself in accordance with the provisions of Part A, section 13.1. Sixt shall submit adjustment offers to the Lessee near the relevant time.

**2.6 Fuel card, fuel deliveries****a) The scope of the performance**

If the service contract includes fuel supply, for each leasing vehicle Sixt shall provide the user named by the Lessee (hereinafter also referred to as the cardholder) with up to two fuel cards, which Sixt obtains from various petroleum companies on the basis of fuel card and supply contracts with them. The fuel cards shall remain the property of Sixt and/or of the petroleum company specified on the fuel card.

The petroleum companies shall be selected in consultation with the Lessee. Through the issuance of fuel cards, no direct contractual relationships will be established between the Lessee and the petroleum company.

The fuel card allows the cardholder to obtain goods and services both in Germany and abroad, against the presentation of the fuel card and the use of a PIN code, in Sixt's name and for its account, through the outlets which are authorised to accept the fuel card by the

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petroleum company specified on the fuel card. However, the Lessee shall have no entitlement to goods and services against the presentation of the fuel card.

If the Lessee or a user obtains fuel or other goods or services using a fuel card, the following supply and service relationships shall apply:

The cardholder shall obtain the fuel or other goods or services from the fuel card acceptance outlet in the name and for the account of Sixt. The fuel paid for with the fuel card and the other goods or services paid for with the fuel card will then be delivered or provided by Sixt to the Lessee (a so-called serial delivery transaction). The relevant fuel card acceptance outlet will act as vicarious agent of Sixt. The respective cardholder shall be deemed to have been granted authorisation to represent the Lessee, with the right to obtain deliveries and services for it from Sixt using the fuel card.

Sixt (or the relevant fuel card acceptance outlet acting as a vicarious agent of Sixt) shall not be obliged to further verify the authorisation of the holder of the presented fuel card, provided that he/she identifies him/herself by entering the correct PIN code.

Sixt (or the relevant fuel card acceptance outlet acting as a vicarious agent of Sixt) can refuse deliveries and confiscate fuel cards if the user of the fuel card is unable to identify him/herself by entering the correct PIN code or by presenting the driving licence for the registration number printed on the fuel card or if the fuel card has expired, Sixt has been notified of its loss or it has been blocked for other reasons.

When the leasing contract for the vehicle for which the fuel card was issued ends, the Lessee's right to use the fuel card shall expire. When the contract ends, the Lessee will be obliged to immediately return to Sixt the fuel cards issued for the vehicle.

**b) Settlement**

Sixt shall settle with respect to the Lessee the fuel, the other goods and the services that the Lessee obtains using a Sixt fuel card monthly on the basis of actual costs incurred. Where fuel cards are used in Germany, the actual costs shall be the net prices displayed by the fuel card acceptance outlet at the time of the delivery or service. Where fuel cards are used abroad (depending on the respective country-specific arrangement), the gross prices displayed by the fuel card acceptance outlet at the time of the delivery or service may also apply as the actual costs. Products obtained abroad shall be settled in Euros. The conversion into Euros shall take place according to the exchange rate at which the petroleum company billed Sixt for the relevant performance, unless the exchange rate selected by the petroleum company is obviously unreasonable. The payable statutory VAT must be added to the actual costs in Germany. Sixt shall charge the Lessee for refuelling carried out abroad gross without specifying the respective VAT. The Lessee shall have no entitlement to the original invoice documents concerning the deliveries charged to Sixt by the foreign petroleum companies. The amount specified in the settlement statement shall be immediately due for payment.

The Lessee must report to Sixt in writing any objections regarding the incorrectness or incompleteness of the settlement not later than within six weeks after the invoice is delivered. If no objections are submitted within the time limit, the Lessee shall be deemed to

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have acknowledged the invoice. Sixt will specifically advise the Lessee of this consequence when each settlement statement is issued.

For the provision of each fuel card, the Lessee shall pay Sixt the monthly fee agreed in the concluded full-service contract for the relevant vehicle.

Setting off with counterclaims of the Lessee shall be excluded, unless they have been established with legally binding effect or are undisputed.

If the Lessee is an entrepreneur in the meaning of Article 14 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), the above sentence applies accordingly for the objection of non-fulfilment of the contract (Article 320 BGB) and the exercise of rights of retention (Article 273 BGB).

**c) Care obligations/liability**

The Lessee must ensure that any written PIN code notification (if it is not destroyed after receipt) is stored in a secure location and not in the immediate vicinity of the card. The same applies for PIN code records. The Lessee shall ensure that the cardholder keeps the PIN code strictly secret. The Lessee shall be solely responsible with respect to Sixt for any passing on of the PIN code and/or the fuel card by the cardholder to third parties.

Furthermore, after the delivery of the card and the PIN code the Lessee shall be responsible for ensuring that the cardholder signs the fuel card in the designated place and always stores it carefully to protect it against theft or other loss.

The Lessee shall also indemnify Sixt against any liability if the cardholder uses the fuel card to obtain, intentionally or through negligence, benefits that deviate from the provisions of the full-service contract.

The Lessee must ensure that any loss or misuse of fuel cards is immediately reported to Sixt. The notification must be submitted:

by fax to

Sixt Leasing AG, Zugspitzstr. 1, D-82049 Pullach, Germany

Fax: + 49 (0) 89 / 7 44 44 8 59 09 or by e-mail to [tankkarten@sixt.de](mailto:tankkarten@sixt.de)

If Sixt receives the notice outside normal business hours (i.e. Monday to Friday 9.00am to 6.00pm, with the exception of statutory public holidays in the Free State of Bavaria), it shall be deemed to have been delivered at the beginning of the next business period following the receipt of the notice. Sixt shall immediately have the fuel card blocked. Sixt accepts liability for any damage which arises as a result of unauthorised use or misuse of the fuel card at Sixt, unless wilful misconduct or gross negligence on the part of the Lessee/cardholder contributed to the occurrence of the damage. Gross negligence shall be deemed to have occurred, in particular, if the cardholder breaches the above-mentioned care obligations. Sixt's rights with respect to the person who used the fuel card without authorisation or misused it remain unaffected.

**d) Disruption of performance/blocking**

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In the event of disruptions of performance (e.g. in the form of engine damage resulting from the fuel used for refuelling being defective) any compensation for losses or other claims for defects with regard to the goods or services obtained using a fuel card must be reported to Sixt.

If a valid reason exists, Sixt shall have the right to have fuel cards blocked and demand the immediate return thereof. A valid reason will be deemed to exist, in particular, if:

- the leasing contract concerning the vehicle for which the fuel card was issued has been terminated;
- the opening of insolvency proceedings regarding the Lessee's assets has been applied for;
- the Lessee is late in paying a settlement concerning goods or services obtained using a fuel card;

or

- the contract between Sixt and the petroleum company specified on the relevant fuel card has been changed or terminated.

If a valid reason for blocking fuel cards for which the Lessee is responsible arises during the term of the leasing contract, Sixt shall have the right to demand flat compensation in the amount of EUR 50.00 for the related administrative expenses. The Lessee shall have the right to provide proof that Sixt did not incur any expenses or incurred them in a lower amount.

Furthermore, Sixt shall have the right, even if no valid reason exists, to recall fuel cards and replace them with new fuel cards at any time.

**e) Passing on of data**

The Lessee is advised, in accordance with Article 33.1 of the German Data Protection Act (*Datenschutzgesetz*), that the data that arises in connection with this agreement will be stored both by the fuel card acceptance outlets and by the petroleum companies specified on the fuel cards and their group affiliates. The Lessee undertakes to inform the cardholders to that effect.

**3. THE CONSEQUENCES OF EARLY ENDING OF THE CONTRACT**

In the event that the contract is ended early, Sixt shall retain the right, for full-service modules on a flat rate settlement basis, to invoice full-service performances on a pro rata basis if the already paid full-service fees do not cover the costs of the performances used.