

General Rental Conditions (GRC)

GENERAL TERMS AND CONDITIONS FOR VEHICLE RENTAL

The present General Terms and Conditions regulate the contractual relationship between Sixt Rent a Car, S.L.U. ("the lessor") and the customer ("the lessee"), by virtue of which the former grants to the latter the use of a vehicle for the term, price and other conditions set forth in the rental contract.

A. APPLICABLE LEGAL REGULATION

1. These General Terms and Conditions are subject to the provisions of Royal Legislative Decree 1/2007 of November 16, which approves the Revised Text of the General Law for the protection of consumers and users and other complementary laws, as amended by Law 3/2014 of March 27; to Law 44/2006 of December 29, to improve the protection of consumers and users, to the regional regulations in force in the place where the service is provided, as well as to any other regulations that replace, supplement or modify the above insofar as they may be applicable.
2. The lessee is obliged to comply with the General Rental Conditions of the country where the service is provided.

B. USE OF THE VEHICLE

1. The lessee undertakes for the duration of his rental that the vehicle will be used and driven in compliance with the rules of the Highway Code and any other traffic or parking rules in force at the place and at the time where the vehicle is used.
If, in case of breach of the obligation in the foregoing sentence by either the lessee and/or any other driver during the rental period, an authority requests the lessor to identify the lessee, the lessor shall provide the details of the lessee in compliance with the applicable laws and in coordination with the external company Gestorias Asociadas Gesthispania S.L.U. or that other which, eventually, may replace it for that purpose.
Thus, non-compliance with the first sentence of this clause shall entitle the lessor to claim a compensation from the lessee that in any case may not exceed the amount of Euro 25 per case.
2. The lessee must always carry a copy of the valid rental contract with them throughout the duration of the rental.
3. In the event that the vehicle is used to transport minors of a height equal to or less than 135 centimetres, the lessee must always provide approved child restraint systems suitable for the minor who must use them and must install them in the vehicle under their own responsibility in accordance with current traffic regulations and the instructions given by the manufacturer. Likewise, in the event that said child restraint system is requested by the lessee to SIXT, the former will assume all responsibility regarding the verification, correct installation in the vehicle and its use. The lessor accepts no liability for personal injury and/or material damage, whether direct or indirect, resulting from installation, failure to check and/or use of the mandatory restraint system by the lessee.
4. The vehicle may only be used on public roads.

It is expressly forbidden to:

- a) Drive the vehicle on unauthorized or unpaved roads or roads whose condition could pose a risk to the safety and integrity of the vehicle or a risk of damage to it;
- b) Participate with the vehicle in races, speed and/or endurance tests, competitions or challenges of any nature;
- c) Use of the vehicle for driving training;
- d) Use the vehicle for endurance testing of materials, accessories or automotive products;

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- e) Use the vehicle if there is a risk of damage to the vehicle, in particular using the vehicle after the warning lights on the instrument panel have come on;
- f) Transport people for a fee;
- g) Commit criminal acts with the vehicle, even if such act is only considered criminal at the place of its commitment;
- h) Drive the vehicle with diminished physical conditions, due to alcohol, drugs, fatigue or illness;
- i) Use the vehicle to push or tow other vehicles or any other object;
- j) Transport in the vehicle toxic, flammable and generally dangerous substances and/or those that violate the legal provisions in force;
- k) Transport the vehicle on board any type of ship, train, truck or airplane unless expressly authorized in writing by the lessor;
- l) Drive inside the enclosures of ports, airports, aerodromes and/or similar facilities not accessible to public traffic, as well as in the enclosures or facilities of refineries and oil companies unless expressly authorized in writing by the lessor.
- m) Access with the vehicle to areas not permitted for the specific vehicle model in stipulation B.7 of these General Conditions without prior express written authorization from the lessor.
- n) Transporting the vehicle through the Eurotunnel, unless expressly authorised in writing by the lessor.

5. The lessee must ensure that the vehicle's load is correctly distributed and securely positioned, always respecting the weight, quantity and/or volume limits authorized and indicated in the vehicle's Registration Certificate and/or the vehicle's Technical Inspection Certificate. Likewise, the lessee is responsible for ensuring that the number of occupants of the vehicle does not exceed the number authorized and indicated in the Vehicle Registration Certificate and/or the Vehicle Technical Inspection Card.

6. The lessee is prohibited from assigning, subletting, renting, mortgaging, pledging, selling, encumbering or in any way pledging the vehicle, the rental contract, the keys, the documentation, the equipment, the tools and/or accessories of the vehicle and/or any other part or piece of the vehicle, or treating the foregoing in such a way as to cause prejudice to the lessor.

7. Below you will find information regarding the countries to which you are not allowed to take the rented vehicle, as well as the countries for which certain vehicle models are not rented. The choice of a vehicle category or make may restrict entry into certain countries. For the purpose of describing these entry restrictions, countries are divided into three zones.

Zone 1: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom and Vatican City.

Zone 2: Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia, Slovenia and Slovakia.

Zone 3: All countries not included in Zone 1 or Zone 2.

Jaguar, Maserati, Land Rover, Porsche, Lamborghini and Bentley vehicles can only enter zone 1 countries.

Vehicles considered Luxury Cars and Group X*** may only leave Spain with express written authorization from the lessor.

Audi, BMW, Mercedes-Benz and Volkswagen vehicles up to Group L*** can only enter Zone 1 countries, as well as Poland, the Czech Republic, Croatia and Slovenia; and from Group X*** they can only enter Zone 1 countries.

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Vehicles of all other makes may only enter zones 1 and 2.

Trucks, vans, minibuses and minivans of any make may only enter zone 1 and 2 countries.

Generally, entry to zone 3 countries is not allowed.

The group to which a vehicle belongs can be checked at any time online at www.sixt.es/flota-decoches, by telephone or at any Sixt sales office.

The vehicles belonging to the Luxury and Sports Cars categories can be checked at <https://www.sixt.es/sports><https://www.sixt.es/sports-and-luxury-cars> /[/and-luxury-cars](https://www.sixt.es/sports-and-luxury-cars) /

For rentals in Spain, it is expressly forbidden to move the vehicle from the mainland to any island and vice versa and/or between islands, as well as to Ceuta and Melilla, unless expressly authorized in writing by the lessor.

The lease contract also contains this information.

It is the lessee's obligation to check the specific traffic regulations of the countries to which they intend to travel and to assume the responsibilities deriving from non-compliance with the same. The lessee must check whether the use of certain tires or the payment of specific road taxes or tolls for driving on certain special roads is compulsory in the countries to which they intend to travel and to pay such taxes or tolls.

8. Cross-border journeys: The Customer is authorised to drive the rented vehicle within Spain. Part B.7 of these General Terms and Conditions lists the countries to which it is not possible to take the vehicle. Taking the vehicle outside of Spain is considered a cross-border journey and requires the payment of an additional tariff called a "Roaming Tariff". The cost of said tariff can be found in the document attached to these General Terms and Conditions, called *Relación de cargos adicionales* (List of Additional Charges). Violation of the prohibition of journeys with the vehicle to certain countries, with intent or negligence, is subject to a penalty of €150, in the form of a contractual penalty. Sixt may also demand compensation for damage and loss above the aforementioned amount, upon proving higher damage and loss. In such cases, the claim to the contractual penalty will be settled by any additional claim to compensation due to damage and loss which derives from this same breach of the obligations.

9. At the time of conclusion of the rental contract, the lessee and any other person designated in the rental contract as driver must be present and show valid and driving licenses in force in the country of rental, as well as their corresponding personal identification documents in force. The lessor reserves the express right to refuse the rental of the vehicle in the event that the lessee or any other person designated in the rental contract as driver does not duly prove their identity or hold a valid and current driving license at the time of formalizing the rental contract. Driving licenses in digital or electronic format will not be accepted unless the applicable regulations expressly permit it.

The vehicle may only be driven by the lessee, as well as by those persons designated in the lease contract as driver, provided that they are over 18, 21 and 25 years of age respectively depending on the category of the vehicle to be leased and whose driving licenses have the required age depending on the group of vehicle to be leased as specified in the *Additional Charges List* document. With respect to drivers under 23 years of age, specific charges will apply, the amounts of which are available in the *Additional Charges List* document.

It shall be the lessee's responsibility that any driver is in possession of a valid driving license, valid for the countries in which the vehicle is used. Both the lessee and the persons designated by the lessee to drive the vehicle shall have the relevant data taken for the conclusion of the rental contract. This shall apply in particular when the authorities require the lessee to identify the driver who has committed an offense. In the event of failure to identify the driver, the lessee shall be liable for the payment of any fine or sanction incurred during the rental period.

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The following are considered as valid driving licenses in Spain:

1.- Licenses issued in the European Union and the European Economic Area (EEA) countries (Iceland, Liechtenstein and Norway), as long as they are valid.

2.- In the case of countries not belonging to the European Union and the EEA:

- Licenses from countries that are written in Spanish or are accompanied by an official translation of the same.
- Licenses from countries which are issued in accordance with Annex 9 to the Geneva Convention, or with Annex 6 to the Vienna Convention, or which differ from these models only in the adoption or deletion of non-essential headings.
- International licenses accompanied by the original foreign driving license.

Such license shall be valid provided that:

- Not more than six months have elapsed since normal residence in Spain was acquired. Once this period has elapsed, the aforementioned licenses are no longer valid for driving in Spain and, if you wish to continue driving, you must exchange the license for an equivalent Spanish license or, if this is not possible because there is no agreement with the country of origin for the exchange, obtain a new Spanish license.
- The driving license is in force.
- The holder is of the age required in Spain to obtain an equivalent Spanish license.

The lessee shall be personally and jointly and severally liable for the persons driving the vehicle during the lease.

10. Without prejudice to the lessee's liability to third parties, if any of the obligations set forth in this stipulation B are breached or if any of the circumstances set forth in stipulations B.4, B.5, B.6, B.7, B.8 and B.9. occur, the lessor may terminate the contract with immediate effect as well as claim compensation for damages, including loss of profit, that the breach in question may have caused. Similarly, in the event of breaches of essential obligations by the lessor, the lessee may terminate the rental contract before the expiration of the initially agreed term, in accordance with the provisions of the law in force and these general terms and conditions.

C. CONDITION OF THE VEHICLE

1. The lessor will deliver and the lessee will receive the vehicle described in the contract in correct working order, maintenance and bodywork, without any deficiencies, except for any observations that may be made upon receipt of the vehicle in the rental contract itself. In the event of finding in the rented vehicle any deficiency not included in the rental contract itself, it shall be the lessee's obligation to notify the lessor's office where the rental contract has been signed and the vehicle is delivered before moving the vehicle from the parking space in which the vehicle specified in the contract is parked, in order to incorporate such data into the rental contract to be delivered again to the lessee.

2. The lessee shall receive the vehicle described in the contract with the complete documentation, as well as with the vehicle keys, tools and accessories, especially reflecting vests and signaling triangles, which shall be checked by the lessee at the time of delivery of the vehicle at the start of the lease, notifying any deficiency at the office where they rented the vehicle. The lessee undertakes to use the accessories carefully and to return them in the same condition in which they were delivered. In the event of non-return of any of the accessories at the end of the rental contract, the lessee shall pay the lessor the value of the accessories not returned, based on the compensation charge for the same reflected in the *Additional Charges List* document. It is the lessee's responsibility at all times to lock the vehicle properly when leaving the vehicle.

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3. In the event that, during the rental of the vehicle, any of the indicator lights on the instrument panel illuminate, detecting an anomaly in the operation of the vehicle and affecting the safety and integrity of the vehicle, or when the lessee notices external signs indicating a breakdown or malfunction of the vehicle, the lessee must stop the vehicle as soon as possible and contact the lessor or the roadside assistance company arranged by the lessor. Using the vehicle in case of risk is forbidden. Charges of roadside assistance companies not contracted by the lessor will only be accepted in emergency cases and must come from official workshops of the vehicle brand and with the express written authorization of the lessor. Likewise, tampering with the vehicle's odometer is strictly forbidden, and the lessee must immediately inform the lessor of any damage to the vehicle's odometer.

Depending on the limitations of responsibility contracted by the lessee in stipulation G of these General Conditions, a charge for roadside assistance may be applied as specified in the *Additional Charges List* document. Only in the event of mechanical failure not attributable to negligence on the part of the lessee, regardless of whether or not coverage has been taken out in accordance with stipulation G of these General Conditions, the lessee shall not assume any cost for the roadside assistance service.

The lessee shall always and in all cases be liable if they have made a prohibited use of the vehicle, as stated in stipulation B.4 of these General Terms and Conditions, as well as in case of negligence.

4. The lessee undertakes to treat the vehicle with the care and diligence of a good family member and to keep it in the same condition as when it was delivered to him/her. The lessee must abide by all the technical rules and regulations applicable to the vehicle and, in general, allow safety inspections or checks to be carried out as appropriate and in accordance with the specifications of use of the vehicle type. Said inspections must be carried out by the repair shops authorised by the rental firm, otherwise the lessee shall be liable for any damage resulting from the incorrect carrying out of inspections and/or unauthorised checks that may be carried out on the vehicle. The lessee must lock the vehicle properly. Smoking in the rental vehicle is forbidden.

Without prejudice to any other compensation for damages that might apply according to law, the lessor is entitled to claim compensation for the damages and losses suffered if the vehicle presents material damages that have occurred during the rental period, regardless of their extent, provided that the lessee is legally and contractually liable. Among other concepts, the lessor may claim as damages the amount corresponding to the material repair of the vehicle, the expert appraisal, processing costs, towing and tolls, always in compliance with the law in force at the time. Should the lessee have contracted any limitation of liability as defined in clause G.2.1 of these General Terms and Conditions, he/she shall be liable for the damages caused if those fall beyond the scope of said additional coverage or for the amount of the possible excess contracted. .

5. In the case of leasing vehicles equipped with an AdBlue® tank, the lessee must ensure that the tank is always sufficiently full and shall be liable for any damage caused by non-compliance with this obligation of verification. The lessee must immediately notify the lessor if the indicator light on the instrument panel comes on, indicating the need to fill the AdBlue tank, and must follow the instructions given by the lessor at that time. In the event that the lessee does not follow the instructions given by the lessor and as a result damage to the vehicle is caused, the lessee shall be liable for such damages. For leases lasting longer than 27 days the lessee must return the vehicle with the AdBlue® tank in the same condition as it was delivered at the beginning of the rental relationship. If the vehicle is not returned with the AdBlue® tank in the same condition as it was delivered, Sixt will invoice the renter for the cost of refilling said tank, plus a refilling service charge as reflected in the “Additional Charges List” document.

6. Vehicles with internal combustion engines (including hybrid vehicles) are handed over to the lessee with a full tank of fuel and the lessee shall be obliged to return the vehicle in the same condition in which they received it. In the event that the lessee does not return the vehicle with a full tank of fuel, an additional charge will be applied, comprising both the cost of the fuel and the refueling management charge, as reflected in the *Additional Charges List* document. This charge may be made by debiting the Security Deposit or the valid method of payment

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with which the lease payment has been guaranteed. The lessee shall refuel the vehicle with the type of fuel suitable for the vehicle, otherwise the lessee shall be liable for any expenses incurred for the transportation and/or repair of the damage caused to the vehicle as a result thereof. Likewise, in such case, the lessee shall pay the lessor a charge for loss of profit for the days of immobilization of the vehicle, which shall be established taking as a reference the certificate on loss of profit due to vehicle immobilization issued by the National Business Federation of Rental Vehicles with and without Driver (FENEVAL) which determines the daily amount of the immobilization.

Alternatively, and as an optional service, the lessee may voluntarily contract the "Fuel Tank Service" at the time of signing the rental contract. This service allows the lessee not to have to worry about refueling the vehicle when returning it. In this way, the lessee can purchase a full tank of fuel at the time of renting the vehicle at the current market price and return the vehicle with an empty tank. The price of the fuel tank will vary according to the tank capacity of each vehicle. When this service is contracted voluntarily at the time of rental, the lessor can foresee the operation of the day of return of the vehicle and thus rebate the refueling management fee.

Alternatively, as an optional service for rentals with a maximum duration of three days, the lessee may voluntarily contract the "Flexi-Fuel" fuel tank service at the time of renting the vehicle. This service also allows the lessee to not have to worry about refueling the vehicle when returning it. Due to the duration of these rental contracts, the lessee will only pay at the end of the rental period for the liters consumed plus the discounted cost of the refueling service as specified in the *Additional Charges List* document.

7. In the case of vehicles that are operated solely on electricity, the respective state of charge is documented in the rental agreement upon handover. At the end of the lease, the renter must return the vehicle with a corresponding state of charge equivalent to how it was received. In the case of all-electric vehicles, the state of charge of the vehicle shall be indicated in the rental contract at the time of delivery. At the end of the rental contract, the lessee must return the vehicle in the following condition:

- a. If the vehicle was delivered with a state of recharge between 80% and 100% of the battery, the lessee must return it with a recharge of at least 80%. If the vehicle is returned with a state of charge of less than 80%, an additional cost will be applied comprising both the cost of the Kw missing to complete the 80% plus the charge for the management of the recharging work (reflected in the Additional Charges List document).
- b. If the vehicle was delivered with a state of recharge of less than 80% of the battery, the lessee must return the vehicle with a state of recharge equivalent to that in which it was received. If the vehicle is returned with a lower state of charge, an additional cost will be applied, which includes the cost of the Kw missing to complete that state of charge plus the cost for management of the recharging process (reflected in the Additional Charges List document). For the missing Kw, the lessor will pay an amount equivalent to the price of 5% of the missing kw to complete the state in which the vehicle was delivered.

This charge may be made by debiting the Security Deposit or the valid method of payment by which payment of the lease has been secured.

The lessee shall strictly comply with the manuals for the electric or hybrid vehicle to be charged and for any equipment or accessory used (e.g. charging cable), as well as with any instructions concerning the use of the charging stations that are displayed at the charging station. The use of charging cables or other equipment or accessories that (i) have not been certified in accordance with applicable laws and regulations (e.g. CE certification), (ii) are not approved for the respective car or the charging station according to the instructions displayed there or (iii) are damaged is strictly prohibited.

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The lessee of an electric vehicle, depending on the rental office, may be given a recharging card so that they can go to the recharging points associated with said electric recharging card and charge the vehicle's battery. The lessor is not responsible for the vehicle not being able to be recharged at the recharging points associated with the card for reasons not attributable to the lessor.

In case of loss or damage to the electric recharge card, the lessee will be charged an indemnity fee as specified in the *Additional Charges List* document.

All electric vehicles, provided that it is mandatory in accordance with the regulations in force, shall be provided with an environmental badge associated with the vehicle's registration number. In case of damage to the environmental badge(s), a corresponding charge will be applied to the lessee as compensation for such loss or damage as specified in the *Additional Charges List* document.

If claims are made against the lessor by the operator of the charging station due to improper use or damage to the charging station, the lessor will pass this on to the lessee accordingly.

A public parking space must be made available as soon as the charging process is complete, or the maximum permitted parking time has been reached. Costs incurred by Sixt due to exceeding the maximum charging and/or parking time, as well as any costs incurred by Sixt for fines or for using towing services, for example due to illegal parking, will be passed on to the hirer.

8. The lessee shall receive the vehicle with all its tires in good condition and without punctures, together with a spare tire (or in its absence a repair kit). In vehicles equipped with the "run flat" tire system (type of tires that allows them to run without air for a certain number of kilometers), the vehicle may be received without a spare tire or repair kit. In case of damage and/or loss of any of the tires (for reasons other than normal wear and tear, poor mounting or manufacturing defect) the lessee undertakes to inform the lessor. Tire repairs and/or replacements must be carried out by the workshops authorized by the Rental Firm, otherwise the lessee shall be liable for any damage resulting from the incorrect replacement of the tires.

9. It is prohibited for the lessee to change any technical characteristics of the vehicle, as well as to make any modification to its exterior and/or interior appearance (unless expressly authorized in writing by the lessor). In case of breach of this stipulation, the lessee shall pay the lessor the costs, duly substantiated, of reconditioning the vehicle to its original state and pay the lessor a charge for compensation for loss of profit for the days of immobilization of the vehicle, which shall be established taking as a reference the certificate on loss of profit due to vehicle paralysis issued by FENEVAL (National Federation of Rental Vehicles with and without Driver) which determines the daily cost of the standstill.

The lessee is forbidden to repair the vehicle by themselves or by third parties, unless expressly authorized by the lessor.

10. Subject to prior written authorization by the lessor, in cases where, due to the net weight of the vehicle and the possibility of a trailer being attached to it, an additional road tax must be paid, the lessee must make the corresponding arrangements and pay the same, with full indemnity to the lessor for any fees, taxes, surcharges, penalties or costs imposed on the lessee for failure to comply with the applicable regulations. The rented vehicle must be returned to the lessor in the same conditions in which it was received.

D. RESERVATIONS

1. Vehicle reservations refer to vehicle categories. Reservation in a category does not entitle the lessee to the assignment of a specific model within that category.

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2. The lessor shall maintain the reservation of the vehicle until sixty minutes after the agreed time, and shall not be obliged to provide the service under the agreed conditions after this period has elapsed.
3. Cancellations must be made at least 24 hours prior to the start of the rental period.
4. The following shall apply to prepaid rate reservations:
 - a) The maximum rental period for prepaid rate reservations is 27 days.
 - b) Modifications may be made up to one hour prior to the start of the rental, in which case a modification charge will be applied to the lessee as specified in the *Additional Charges List* document, in addition to the difference between the rate initially selected and the rate to which it has been changed.
 - c) It is not possible to change from a prepaid rate reservation to a non-prepaid rate reservation.
 - d) The price to be applied after the change of the reservation shall be that of the rate in force at the time of the change. The lessor shall not reimburse any advance payment of the rental price already paid in advance, nor any difference in price in the event of a difference in price after the change is made.
 - e) In case of requesting cancellation prior to the start of the rental the lessor will charge the amount of 99 euros (including taxes) as a cancellation fee. No cancellation fees will be charged if the final price of the reservation is less than the aforementioned amount, although the amount paid or paid in advance will not be refunded, as the right of withdrawal does not apply to car rental contracts.
 - f) Cancellations can be made online (www.sixt.es/mysixt/) or in writing by post (by letter to Sixt Rent A Car, S.L.U., Calle del Canal de Sant Jordi 29, local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain), fax (+34 911 518 438) or e-mail to the address espana@sixt.com.
 - g) In case of failure to collect the vehicle at the time indicated in the reservation, the lessor shall retain the total rental price previously paid or paid in advance.
 - h) In prepaid rate reservations, the lessee must present proof of the means of payment used to make the reservation. In case the lessee does not present such document, the lessor will terminate the rental contract, without any refund to the lessee of the total price paid.

E. RENTAL CHARGES / EXPIRATION DATES / SECURITY DEPOSIT / PAYMENT METHOD

1. The lessee agrees to pay to the lessor:

1.1 The total agreed rental price, which is comprised of the basic rental price, prices for any agreed extra services, any location surcharges and any applicable taxes and fees. Special services may consist of, in particular (but not exclusively) one-way charges, refueling charges and fuel costs, recharging charges and costs, toll charges, accessories/extras (such as a child seat), delivery and pick-up fees, etc. (without the foregoing being an exhaustive enumeration).

These will be billed based on the rates in effect at the time of booking. If not booked in advance and/or unless a bonus or special price has been agreed upon, the rental charges related to the rates in effect at the time of making the rental contract shall apply.

1.2 The amounts related to the compensation for damages derived from the non-return of the rented vehicle in the same correct condition of operation, maintenance and bodywork as it was received at the time of rental. The

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lessee is liable to the lessor for any damage occurring to the vehicle during the rental period, for partial or total theft of the vehicle, and for damages arising from breaches of contract, except for the limitations of liability and optional coverage that the lessee has contracted (see stipulation G.2.1. of these General Conditions) in addition to those resulting from the application of the legal provisions in force not regulated in these General Conditions.

If the limitations of liability set forth in stipulation G.2.1. of these General Conditions are contracted and a loss occurs, such limitations of responsibility shall not apply in the cases listed below, in which case the lessee shall be fully liable for the damages caused:

- a) Damages caused by themselves or by those persons for whom they are liable, when there is willful misconduct or gross negligence;
- b) In cases in which the lessee does not submit an accident report and/or friendly declaration report, or does so late or incompletely, or enters false facts and data in the same;
- c) In the event of breach of the duty to provide assistance or of the obligation to request the presence of the police as provided for in clause H, unless such damage was caused without intent or gross negligence on the part of the lessee;
- d) In the event of damage caused by a non-authorized driver;
- e) In the event of contravention of the prohibitions of stipulations B.4, B.5, B.6, B.7 and B.8 of these General Conditions.

The charges for repair for which the lessee shall be liable will be calculated by an independent and official expert selected for this purpose by the lessor or by another expert chosen by mutual agreement between the parties. The amount thus determined –if applicable, the amount of the excess– will be claimed from the lessee together with other damages such as amounts corresponding to towing, tolls, the appraisal of the damage, the processing of the file, and any other concept always in accordance with the law in force. The lessee is entitled to receive a copy of the expert's report. In the event that the amount of the damages to be claimed cannot be determined in this way, it shall be determined by the repair shop's estimate. The amount of the compensation payable by the lessee for total loss shall be the market value prior to expert appraisal of the vehicle at the time of the occurrence of the event. The lessor is entitled to claim for consequential damages (including towing, appraisals, legal costs, etc.) and loss of profit due to the non-availability of the vehicle.

1.3 Charges for hiring additional equipment after the rental contract has been formalized and requested throughout the contract. These will be invoiced based on the Additional Charges List document at the time of hiring them and must appear in the new rental contract signed by the lessee.

Charges for hiring optional services or protections after the rental contract has been formalized and requested during its duration. These will be invoiced based on the price in force at the time of hiring and must appear in the new rental contract signed by the lessee. Once the vehicle keys have been delivered, optional services or protections can only be added within 30 minutes of signing the initial rental agreement.

1.4 Fuel not refilled in the rented vehicle at the time of return of the vehicle, as well as the refueling service charges for such fuel, as stipulated in stipulation C.6 of these General Conditions. The fuel charge shall be invoiced on the basis of the current market price and the refueling service charge on the basis of the amount reflected in the *Additional Charges List* document.

1.5 Charges for removal and/or repair of damage to the vehicle caused by the use of inadequate fuel in an incorrect refueling, as stipulated in clause C.6 of these General Conditions.

1.6 The mileage in excess of the mileage indicated in the rental contract made with the rented vehicle. The charge will be applied based on the amount reflected in the reserved rate.

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1.7 Charges for obtaining a duplicate and/or sending the key of the rented vehicle, in case of loss and/or damage to the same, as well as the transfer of the vehicle immobilized as a consequence of the above to the nearest rental office of the lessor. These charges shall be applied on the basis of the amount of the same reflected in the *Additional Charges List* document. Likewise, a charge shall be applied to the lessee as compensation for immobilization of the vehicle, which shall be established taking as a reference the certificate on the loss of profit due to vehicle immobilization issued by the National Business Federation of Rental Vehicles with and without Driver (FENEVAL), which determines the daily cost of the immobilization.

1.8 Charges for replacement in case of disappearance or loss of vehicle accessories such as, e.g., the pair of emergency triangles, the reflective safety vest and the first aid kit. These charges will be applied based on the amount of the same reflected in the *Additional Charges List* document.

1.9 Charges for replacement of the vehicle's documentation in the event of its disappearance. These expenses will be billed based on the price reflected in the *Additional Charges List* document.

1.10 Charges for special cleaning of the vehicle after its return in the event that the vehicle is delivered in a state of dirtiness such as to require the services of a specialized company. By way of example, but not limited to, the following are considered to be states of dirtiness that require the services of a specialized company: vomit, ink stains, cigarette burns, mud, dirt caused by animals, etc. This charge will be applied on the basis of the price invoiced to the lessor by the selected specialized vehicle cleaning company.

1.11 In rentals for periods longer than 28 days, the amount of the penalty for failure to return the vehicle on the date indicated in the rental contract or for exceeding the maximum mileage indicated in the rental contract by more than 100 kilometers will apply. This penalty will be calculated on the basis of the amount of the same reflected in the *Additional Charges List* document.

1.12 The charge for the replacement and/or affixing of the lessor's advertising signage on cargo vehicles in which it has been damaged or removed during the rental period. This charge will be applied based on the amount reflected in the *Additional Charges List* document.

1.13 Unless otherwise agreed in writing, the charge for the cost of returning vehicles to the place of origin of the vehicles that are returned to a branch other than the pick-up branch, in accordance with the prices set out in the *Additional Charges List* document (*Flexi-Location* administrative charge). This charge shall be invoiced on the basis of the amount shown in the *Additional Charges List* document, unless the lessee proves that the lessor has paid for expenses and/or damages of a lesser value. The amount of the charge shall be paid by the means of payment provided by the lessee. The lessor may claim additional items or a higher cost for such procedure, provided that the lessor can fully prove such higher cost and its applicability.

1.14 For electric and hybrid vehicles, in the event of loss or damage to the charging cable and/or the fast charging cable, the lessee shall pay the lessor the compensation charge reflected in the *Additional Charges List* document. The payment of this amount by the lessee shall not prevent the lessor from claiming any additional damage that the loss or deterioration of the charging cable may have caused.

1.15 The charge corresponding to the additional voluntary service "Diesel Option". For an additional charge, reflected in the *Additional Charges List* document as "Diesel Option", a diesel engine vehicle can be provided subject to availability. If for reasons of availability it cannot be provided, the charge made will be refunded in full. This service is only available for certain vehicle groups.

1.16 The amount of the administrative charge in the event of non-compliance with the agreed rental period. This charge will accrue when the lessee returns the vehicle or the keys of the vehicle later than the time agreed in

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the rental contract without having agreed a new return date with the lessor. Its purpose is to compensate the lessor for the administrative steps that the lessor has to take as a result of the vehicle not being available at the agreed time, of not having the vehicle at the agreed time and also those aimed at achieving the return of the keys and the vehicle (*Flexi Late Return* charge).

This charge will be invoiced on the basis of the amount shown on the *Additional Charges List* document, unless the lessee proves that the lessor has incurred expenses and/or damages of lesser value. The amount of the charge shall be paid in the means of payment provided by the lessee. The lessor may claim additional items or a higher cost for such management if it can fully prove such higher cost and its applicability.

1.17 For the provided USB cable / adaptor, in the event of loss or damage to the USB cable / adaptor, the lessee shall pay the lessor the compensation charge reflected in the *Additional Charges List* document. The payment of this amount by the lessee shall not prevent the lessor from claiming any additional damage that the loss or deterioration of the USB cable / adaptor may have caused.

2. Due dates for payment

2.1 The rental price outlined in the rental agreement, as well as any applicable coverage, limitation of liability, additional equipment, ancillary services, taxes and fees are due and payable at the commencement of the rental.

2.2 In leases for periods longer than 28 days, due dates will occur in periods of 28 days, always at the beginning of each period.

2.3 For prepaid reservations, the rental price and other agreed amounts are payable at the time of booking and will be charged to the valid payment method indicated by the lessee at the time of booking and will be paid by the lessee on the day following the day of booking.

2.4 The lessee shall be in default on the day following the due date of the corresponding payment obligation, without any notice being necessary. In the event of default, the lessor may demand, in addition to the amount owed increased by three points on the basis of the legal interest rate, the expenses incurred by the lessor in claiming the amount owed and arising from the contract entered into.

2.5 The lessee irrevocably authorizes the lessor and its authorized collection agent to deduct from the means of payment presented at the time of the conclusion of the rental contract or subsequently provided by the lessee in accordance with current legislation, all amounts and charges derived from the rental of the vehicle and all other fees related to the rental contract, both those included in the rental contract and those that are calculable in accordance with the provisions of these terms and conditions and in the *Additional Charges List*. The lessee must grant the lessor the corresponding authorization using a bank card issued in their name.

3. Deposit at the beginning of the lease

3.1 As a guarantee for the fulfillment of their obligations or liability, the lessee shall pay a security deposit at the beginning of the rental period. The amount of the security deposit is calculated by adding to the rental price a fixed amount depending on the vehicle group to which the rented vehicle belongs. For example, for the rental of a CDMR=C*** category vehicle, a deposit equivalent to the rental amount plus 300 Euros will be applied. The fixed amount is specified in the following table for each vehicle category.

| Car | | |
|------------------|------------------|----------|
| Vehicle Category | Security Deposit | Currency |
| | | |

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| | | |
|---------------------------------|---------------|------------|
| M***, E***, C***, I***, S*** | 300,00 | EUR |
| F***, P***, L*** | 500,00 | EUR |
| X*** | 750,00 | EUR |
| Special Cars | 750,00 | EUR |
| Sports & Luxury | 2.000,00 | EUR |

| Truck | | |
|--------------------------------|------------------|----------|
| Vehicle Category | Security Deposit | Currency |
| A, B, C, D, G P, S, T, V, W | 200,00 | EUR |

The category to which a particular vehicle belongs can be found at any time online at <https://www.sixt.es/flota-decoches/> or by calling or visiting any Sixt branch office.

The security deposit obligation also applies to rentals made at prepaid rates and the lessee is obliged to present to the lessor the payment card used to make the reservation in order to formalize the deposit.

3.2 The lessor is not obliged to invest/utilize the security deposit separately from the rest of its assets. The security deposit does not earn interest. The lessor may be entitled to request that the security deposit be extended for a longer period after the commencement of the lease in the event of an extension of the lease term or if the lessee has not paid the price and any charges arising from the lease.

3.3 The deposit shall be provided by the lessee through the valid method of payment that is accepted by the lessor. The expiration of the valid method of payment used for the deposit must be at least 30 days prior to the date of termination of the lease.

The lessee must take into account that, in case they want to use a credit card as a method of payment, their PIN code will always be required.

3.4 Prior to the commencement of the rental period, the lessor shall request from the payment card issuer an authorization for the corresponding amount as a deposit as security for payment obligations or liabilities to be assumed by the lessee during the rental period. This amount will be available, at the request of the lessor, at the time of the formalization of the rental contract. If it is not possible to make such deposit, the lessor may refuse the rental to the lessee.

3.5 After returning the vehicle and having carried out the necessary checks on the vehicle, the amount invoiced to the lessee for the rental of the vehicle and other items as indicated in stipulation E.1 of these General Conditions, will be charged to the valid payment method provided by the lessee. From that moment on, the authorization requested at the beginning of the rental from the card issuer as a deposit shall be null and void.

4. Method of payment

4.1 Unless another form of payment predetermined by the lessor is agreed upon, the rental price, the deposit and all other agreed amounts indicated in stipulation E.1.1 of these General Conditions shall be charged to the valid method of payment indicated by the lessee at the time of making the prepaid reservation or at the time of formalizing the rental contract if the reservation is not prepaid.

The lessor accepts Visa, MasterCard, American Express, Diners Club, Discover or JCB credit and debit cards, as well as Airplus and Amex BTA/iBTA. Prepaid cards are not accepted as a means of payment. The lessor does not accept Maestro/VPAY cards, except for car rentals up to Group F*** (except Sports & Luxury Cars). The card must be in the name of one of the lessees, and the card must be physically presented in order to formalize the rental contract. The electronic terminals used by Sixt accept digital wallet payments (Apple Pay, Google Pay, etc.) for Visa, MasterCard, American Express, JCB, Diners Club and Discover cards made via a mobile device, e.g. smartphones, smartwatches and tablets.

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This valid method of payment communicated to the lessor may not be changed by the lessee at any time during the term of the lease or after the end of the lease. In addition, the expiration of the payment card used for payment must be at least 30 days later than the date of termination of the lease.

4.2 Charges for additional equipment or lost or damaged accessories and/or additional complementary services that become apparent at the end of the rental contract shall be charged to the same payment card. The lessee may demand a breakdown of the items invoiced, and may contest the same within the legally established period.

4.3 In cases previously authorized by the lessor, and after a solvency study, payments may be made against invoices, which will be payable 7 days after their issuance, and the lessor may collect them by direct debit.

4.4 By contracting with the lessor and communicating their payment card details at the time of contracting or at a later time, the lessee authorizes the lessor to charge to the same the credits that for the rental price, deposit and any other costs and liabilities mentioned in these General Conditions, accrue in connection with the rental contract.

5. Invoicing

5.1 The lessee gives their consent for the lessor to send invoices to the previously specified addressee, in electronic format in accordance with the legislation in force, to the registered e-mail address.

5.2 The lessee is responsible for ensuring that electronic invoices can reach the lessee correctly or, if agreed, for collecting them in electronic format.

5.3 The lessee has the right to object to the sending of invoices in electronic format at any time, by expressly notifying the lessor of such objection. In this case, the lessor will send the lessee the invoices in paper format.

5.4 The lessor shall not be liable for possible interferences in the reception systems or other circumstances that prevent the correct receipt of the invoices by the lessee. An invoice is deemed to have been received by the lessee as soon as it enters the lessee's area of control. When the lessor merely sends a notice and the lessee can download the invoice autonomously, or when the invoice is enabled for download by the lessor, it is considered as received as soon as the invoice has been downloaded by the lessee. The lessee undertakes to carry out timely downloads of the released invoices at reasonable intervals.

5.5 If an invoice does not reach its destination or cannot be received, the lessee shall immediately notify the lessor. In this case, the lessor shall send a copy of the invoice to the lessee again, identifying it as a copy. As long as the failure hinders the sending of invoices persists, the lessor may send the invoices on paper until the interference has been remedied.

5.6 In the event that the lessor provides the lessee with access data, such as username or password, the lessee is obliged to protect such data from unauthorized third parties and to handle such data in strict confidence.

5.7 If the lessee becomes aware that unauthorized persons have had access to the confidential information, the lessee shall immediately notify the lessor.

F. RETURN OF THE VEHICLE

1. The duration of the rental shall be that initially agreed in the rental contract and shall be invoiced on the basis of 24-hour periods, counting from the time at which the rental contract was concluded. The lessee undertakes to return the vehicle to the lessor together with the keys, documents, accessories and additional equipment, at the

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latest at the time agreed in the rental contract and at the place agreed in the rental contract. In case of failure to return the vehicle, the lessee is obliged to pay the lessor the additional charges as stated in condition E.1.

The service shall be considered completed when the vehicle and its keys have been received by the lessor's personnel or when the keys have been deposited in the lessor's electronic return boxes installed for this purpose. In the latter case, the date and time of return shall be taken as the date and time of the electronic reading made by the return boxes.

Unless otherwise agreed in writing, the lessee shall return the vehicle within the office hours displayed at each of the lessor's branches. If it has been agreed to return the vehicle outside office hours, the lessee must park the vehicle in the parking lot of the office. The extras must be left in the trunk of the vehicle, the brakes applied or the vehicle in the "park" position and the vehicle locked. The keys of the vehicle must be left in the electronic return box, together with an indication of the place where the vehicle was parked. The lessee must never give the keys to an unauthorized person, even if they appear to be an employee. The lessee remains responsible for the vehicle until the lessor actually locates the vehicle. If the lessee agrees with the lessor to return the vehicle "outside office opening hours" they accept that the Vehicle Return Protocol will be drawn up by the lessor's staff without the lessor's presence and after the return of the keys.

2. The timely return of the rental vehicle is one of the lessee's essential obligations under the rental agreement. The lessor always offers a courtesy period of 30 minutes. A late return of the vehicle deprives the lessor of the possibility to re-rent it as scheduled. If the lessee does not return the vehicle to the agreed location within 30 minutes after the agreed return time (grace period), the lessee is in breach of an essential obligation under the rental contract. A contractual penalty shall be applied for such a breach. For each commenced period of 24 hours by which the agreed upon return time plus grace period is exceeded, the contractual penalty shall correspond to the publicly available rental price for a daily rental (gross) applicable at the place of return for walk in customers without a reservation. The lessor reserves the right to claim higher damages if his damage exceeds the aforementioned contractual penalty. Special rates are only valid for the periods specified in the offer.

3. If the lessee returns the vehicle in advance of the scheduled date without notifying the lessor, the lessor shall not be obliged to apply any reduction on the rental price. An early return of the vehicle shall be deemed to exist when the lessee returns the vehicle before the date and time specified in the contract. A higher standard price may also apply if, for example, the conditions for a special rate are no longer met. In this case, however, the originally agreed rental price shall not be exceeded. In any case, the lessor may decide to apply a 50% discount on the amount for unused rental days (24-hour periods). The maximum amount to be borne by the customer for unused rental days shall be a maximum of 181.50 Euros (incl. VAT / 172.50 Euros incl. IGIC).

If the lessee has already paid the rental costs in order to benefit from the "prepayment/prepayment in advance" rate, they will not be entitled to any refund. This return fee does not apply to prepaid rates in accordance with section D.3 of these general terms and conditions. The administrative charge for early return does not apply to prepaid rate reservations.

4. It is the lessee's responsibility to guarantee the effective delivery of the vehicle at the place agreed upon in the rental contract. The return in a different place than the one agreed upon for reasons not attributable to the lessor will give rise to the application of the administrative charge called *Flexi-Location*, as described in section E.1. and for the amount indicated in the document of the *Additional Charges List*.

In the rental contract a certain branch office is agreed upon as the place of return of the vehicle at the end of the rental. A One-Way rental contract is a rental contract in which it has been agreed with the lessee to return the vehicle to a different office of the lessor than the one where the vehicle has been delivered to the lessee. For this

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type of rental, the One-Way charge is applied according to the amounts shown in the *Additional Charges List* document.

No One-Way option is allowed for XJAL and XFAL category vehicles.

If the vehicle is returned to an office other than the one designated in the rental contract as the return location (either because it was agreed to return the vehicle at the same office where the vehicle was picked up or because, although it was agreed to return the vehicle to another office, the lessee finally returns the vehicle to an office other than the one agreed in the contract), the lessee must pay the *Flexi-Location* charge for the amount shown in the *Additional Charges List* document and as described in Section E.1.

The return of the vehicle in non-permitted places will result in the application of the charge "Return in nonpermitted places" whose amounts, according to the place of non-permitted return, are reflected in the *Additional Charges List* document. For example, it is not allowed to pick up a vehicle in the Canary or Balearic Islands and return it to the mainland or vice versa. Internationally, it is not allowed to return the vehicle in a country other than those indicated in the "one way rentals" section of the *Additional Charges List* document.

5. The use of a navigation system in the vehicle during the rental period may result in navigation data being stored in the vehicle. When cell phones or other devices are linked to a vehicle, data from these devices may also be stored in the vehicle. Sixt does not collect or process this data. If the lessee and/or driver wishes that such data does not remain in the vehicle after its return, they must ensure the deletion of such data themselves before returning the vehicle. The deletion of the data can be done by resetting the navigator and communication systems of the vehicle, which can be done with the "factory settings". Instructions can be found in the Owner's Manual in the glove compartment of the vehicle. It is not the lessor's responsibility to delete the aforementioned data.

6. The amount paid by way of security deposit at the beginning of the rental contract by the lessee to the lessor may not be used to extend the duration of the contract. The rental agreement may be extended for a longer period than agreed upon, with the prior written consent of the lessor, provided that the lessee requests it three days prior to the end date of the rental agreement. The extension may be made by telephone for a period of up to five additional days only once per rental contract. The lessee undertakes to immediately authorize on the means of payment already provided an additional guarantee to the one initially provided to cover the extended period, the price applicable to the extended rental period being that corresponding to the rate in force at that time. It is the lessee's responsibility to go to the lessor's offices to obtain the new rental contract with the corresponding extension. The lessor may refuse the extension of the rental agreement. The original contract shall also apply in the event of vehicle replacement and rental for periods of more than 28 days.

7. For rentals of more than 28 days, the lessee must go to the lessor's offices on the date indicated in the rental contract to have the vehicle serviced and to respect the maximum mileage limitation indicated in the rental contract. Failure to comply with this obligation shall entitle the lessor to charge the corresponding fee as stated in stipulation E.1.13 of these General Terms and Conditions.

8. In the event that the lessee does not return the vehicle on the scheduled date and after three days of delay in returning the vehicle without having extended the contract, the lessor will understand that there is a misappropriation of the vehicle and will proceed to report this to the competent authorities.

9. The lessee is obliged, also during the rental period, to return the vehicle after being instructed to do so by Sixt if there is a just cause. Just causes include, in particular, the performance of inspection, maintenance or repair work, a malfunction, a manufacturer recall, reaching a certain mileage or a certain holding period. In this case the

lessee shall receive, upon return of the vehicle, a replacement vehicle for the remaining rental period according to his booked vehicle category.

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If the lessee does not return the vehicle to Sixt or does not return it in time contrary to the above instructions, Sixt shall be entitled, in accordance with current legislation, to terminate the contractual relationship without notice after a previous unsuccessful warning and to demand compensation for damages from the lessee.

10. Once returned, the vehicle must have a remaining range of at least 40 km according to the display of the onboard computer. If the lessee returns a vehicle without the aforementioned remaining range, he shall bear the additional costs for the refueling or charging at a flat rate specified in the price list, unless the hirer can prove that these costs were not incurred or not at the amount mentioned.

G. COMPULSORY LIABILITY INSURANCE / OPTIONAL COVERAGE AND LIMITATIONS OF LIABILITY / ADDITIONAL SERVICES

G.1.- Compulsory Liability Insurance.

1. The rented vehicle includes the compulsory Civil Liability insurance with coverage for personal damages and one for material damages derived from the use and circulation of the vehicle with the guarantees and amounts foreseen in the legislation in force, according to the European Union regulations.
2. This coverage is guaranteed and is assumed by the insurer with which the lessor has taken out the corresponding insurance policy. By signing the rental contract, the lessee adheres as an insured party to the aforementioned policy.
3. The insurance is valid in the countries specified in the rental contract.

G.2.- Optional Coverage and Limitations of Liability.

G.2.1. Limitations of Liability.

a) LDW (Loss Damage Waiver)

In the event that the lessee chooses to contract it, the limited liability coverage exempts the lessee from liability (except for the amount of the excess per claim agreed in the rental contract) for damages suffered or damage caused to the vehicle, its parts or accessories (including damage to wheels and rims, windows, engine, underbody and roof of the vehicle) as a result of a traffic accident, as well as for damages suffered due to theft, attempted theft or vandalism.

Regarding the limitation of liability for damages suffered or damage caused to the vehicle, its parts or accessories due to a traffic accident, this is only applicable if the lessee duly completes the Friendly Accident Declaration, which must clearly state the details of the vehicles and drivers involved in the accident and the conditions and circumstances under which the accident occurred (in particular, the location, time and description of the accident, full name and address of the driver during the accident event).

With respect to the limitation of liability for damages caused to the vehicle, its parts or accessories due to theft, attempted theft or vandalism, this is only applicable if the lessee delivers to the lessor the original set of keys of the leased vehicle, which was handed over to them at the time of formalizing the rental contract, without any tampering, as well as the original of the incident report filed with the corresponding authorities.

b) TG (Tire & Glass Coverage)

In the event that the lessee chooses to contract it, wheel and glass coverage offers the lessee coverage for damage to both elements (rims excluded).

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c) BF (Super Top Cover LDW)

The optional coverage of reduction of excess limitation BF requires the previous contracting of LDW coverage. BF coverage allows the total and/or partial exemption of the deductible contracted by the lessee in the LDW coverage. The excess reduction applies only for certain types of vehicles and its amount varies according to the type of vehicle rented.

d) BE (Reduced Excess LDW) The optional coverage of reduction of excess limitation BE requires the previous contracting of LDW coverage. BE coverage allows the partial exemption of the deductible contracted by the lessee in the LDW coverage. The excess reduction applies only for certain types of vehicles and its amount varies according to the type of vehicle rented.

e) BC (Road protection)

Extended coverage against breakdowns occurring during the rental period. Protects the lessee in the country of rental itself, as well as abroad, saving the high costs of service and repair in the following five cases caused by their own negligence:

- In case of leaving the vehicle key inside the vehicle. The lessor assumes the costs of the spare key, its transport/delivery, as well as the costs of the opening of the vehicle by the manufacturer or one of its partners, the cost of a towing operation and the cost of a replacement vehicle, if necessary.
- In case of immobilization of the vehicle due to lack of fuel, the lessor assumes the cost of roadside assistance, as well as the cost of fuel required to continue the trip.
- In the event that assistance is required to start the vehicle, the lessor assumes the costs of the starting aid provided by the vehicle manufacturer or one of its collaborating partners.
- In case of loss of the key, the lessor assumes the costs of the replacement key, its transport/shipping, as well as the costs of the opening of the vehicle by the manufacturer or one of its partners, the cost of a towing operation and the cost of a replacement vehicle, if necessary.
- If it is not possible to maneuver the vehicle (presence of snow on the roads), the lessor assumes the costs of towing and the replacement car, if necessary.

All services must be requested only through the lessor's 24-hour Roadside Assistance Service. This will determine the exact nature and scope of the operations and actions necessary to enable the lessee to continue the trip. The contracting of this coverage does not exempt the lessee from liability for any other type of damage other than these 5 cases and caused to the vehicle during the rental period.

f) BQ/BR (Interior protection)

By contracting interior protection, the lessee is exempted from liability for damages and/or soiling suffered or caused in the interior area of the cabin and/or cargo area of the vehicle and/or trunk. Specifically, the following shall be covered:

- Damage and/or soiling to the interior of the cargo compartment or trunk produced during the operation of the vehicle, as well as during loading and unloading operations;
- Damage and/or soiling to the interior of the cabin or driver and/or passenger area.
- Damage to the exterior of the rear hoist caused by contact with the ground, provided that the rented vehicle is equipped with such element.

Excluded are damages and/or soiling caused intentionally or by gross negligence (such as, among others, exceeding the maximum authorized load weight or not properly securing the load, damages caused by smoking inside the vehicle), either in the cargo compartment and/or cabin area, as well as damages caused to the hoist due to improper use.

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In no case shall any possible damage that may affect the elements loaded inside the vehicle be covered. Excluded from this coverage are damages caused to the rear-view mirrors in the cab area.

This protection will be applicable to both vans and passenger cars.

G.3.- Conditions of application of the Compulsory Liability Insurance Coverage, Optional Coverage and/or Optional Limitations of Liability. Exclusions.

Without prejudice to what is indicated in the preceding paragraphs and in these General Conditions, the application of the coverage offered by the obligatory Civil Liability Insurance, as well as by the Optional Coverage and/or by the Limitations of Liability shall be subject to the following conditions:

1. Insurance coverage is excluded, as well as any optional and/or limited liability protection contracted, being therefore the full responsibility of the lessee, for damages to persons and items, and to the vehicle caused by the lessee through willful or gross negligence.
2. Likewise, insurance coverage shall be excluded, as well as that which may be provided by any optional and/or limited liability protection contracted, in the event of claims in which the driver of the vehicle is not an authorized driver or is not in possession of a valid driver's license, or of using the vehicle in contravention of the provisions of stipulations B.4, B.5, B.6, B.7 and B.8, as well as in the cases of stipulation G.2.1. of these General Conditions.

In general, the coverage contracted shall not cover cases of damage caused by negligence or willful misconduct on the part of the lessee, such as poor care of the vehicle, its improper or illegal use, distraction or drowsiness while driving, intentionally causing damage to the vehicle, concealing damage caused to the vehicle in a culpable manner or negligent use of the clutch; this being a descriptive list that does not constitute a limited list or a number of clauses of cases.

3. The deductibles per claim applicable according to the additional limited liability protection contracted are those in force at the time of rental, which are detailed in the specific rental contract and are listed in the current rates.
4. The loss of the vehicle does not automatically imply an obligation on the part of the lessor to provide the lessee with a replacement vehicle.
5. Excluded from the limitation of liability are damages that do not respond to a casualty but to negligence, fault or carelessness caused to the interior of the vehicle (including the electric charging cable and the electric fast charging cable of electric and/or hybrid vehicles), to the engine and/or to the underbody or roof of the vehicle.
6. All optional coverage and limitations of liability shall be applicable upon contracting them by the lessee, and are applicable exclusively to the lessee and drivers authorized by the lessee and upon payment of the agreed amount at the time of formalizing the vehicle rental contract. Their contracting will be reflected in the rental contract. The cost of these limitations of liability, which are optional, as well as the amount of the deductibles, may be consulted in the rates in force. The limitation of contractual liability will only be in effect while the rental contract is in force.
7. The lessor is not responsible for objects owned by the lessee deposited inside the vehicle during the rental period. Any damage or theft of such objects shall be the full responsibility of the lessee.

G.4.- Additional Services

Easyfines: Service for the payment of fines derived from traffic and road traffic penalties for infractions committed during the rental period.

The lessor fulfills its obligation to identify the offending driver established in Article 11 of the Royal Legislative Decree 6/2015, of October 30, which approves the revised text of the Law on Traffic, Circulation of Motor Vehicles and Road Safety through the external company GESTORÍAS ASOCIADAS GESTHISPANIA S.L.

If desired, the client may voluntarily contract the payment platform service called Easyfines offered by this third party company. This is a simple and secure payment service, possible only for certain types of infringements, always subject to the deadlines set by the sanctioning Administration and, depending on the infringement, may benefit from discounts for prompt payment established by the body issuing the sanctioning proceedings.

Violations involving vehicles with foreign license plates are excluded from the Easyfines service.

H. ACCIDENTS / THEFT / OBLIGATION TO REPORT

1. In case of accident, theft, fire, damage caused by animals or by the effects of nature, and in general in any case of damage, the lessee or the driver shall immediately notify the police or the corresponding security body, as well as do whatever is necessary to protect the interests of the lessor. The police must also be informed of what has happened in the event of an accident caused by fault of the lessee and/or without the intervention of third parties, and especially when the vehicle is immobilized or when continuing to drive the vehicle would mean a danger to traffic safety. If it is not possible to contact the police, the lessee or the driver must go to the nearest police station. They must also complete a descriptive accident report (Friendly Declaration), whether they are responsible or not, and with or without the involvement of a third party.

If a crime is committed, if there are injuries and/or if the guilt of those involved should be investigated, it is the lessee's obligation to report this immediately to the police.

2. In the event of an accident with the other party, the lessee shall complete the Friendly Declaration of accident in the standard form that can be found among the documentation of the vehicle and immediately inform the lessor in writing, and always within a period not exceeding 24 hours, of all the details of the accident, by means of a copy of the report, the original of which shall be delivered within a maximum period of two days. If the other party refuses to sign a Friendly Declaration, the lessee shall request the presence and cooperation of the police and shall also provide the lessor with a copy of the corresponding report.

3. The Friendly Declaration of Accident shall be completed in full and in as much detail as possible, both with respect to the damage and the circumstances under which the damage occurred. The lessee undertakes to sign and to collect the signature of the other party, if any, on the Friendly Declaration of Accident. If the other party refuses to sign, the lessee must request the presence *in situ* of the police for the clarification of the facts, otherwise the lessee will be considered responsible for the accident, unless proof to the contrary is provided by the lessee.

4. The lessee or driver shall take all measures that are useful and expedient for the clarification of the accident. This includes in particular the duty to answer fully and truthfully the questions of the lessor concerning the circumstances of the accident and the duty not to leave the scene of the accident before the necessary and significant findings have been made, in particular to enable the lessor to assess the accident, as well as the duty not to prevent the lessor from making such findings. The lessee authorizes the lessor to request a copy of the accident report or statement from the authority or law enforcement agency concerned.

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5. The damage or theft of the vehicle does not automatically imply an obligation on the part of the lessor to provide the lessee with a replacement vehicle.

I. LIABILITIES

1. The lessor's liability extends to damages caused by their employees and other persons for whom they are liable according to the law, in cases of fraud or gross negligence, unless the lessor proves to have used the diligence of a good family member to avoid damages.

The damages payable for breach of contract shall extend only to foreseeable consequential damage (including cranes, expert opinions, legal costs, etc.) and reasonable and in no case shall they cover mere expectations.

2. The lessee and other authorized drivers shall be liable without limitation for the violation of any regulatory provision that they commit during the term of the contract, especially traffic violations. The lessee shall indemnify the lessor against any penalties, fines, fees, surcharges, and in general costs of any kind imposed by the authorities.

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J. TERMINATION OF THE CONTRACT

1. The parties shall have the right to terminate the contract if there is legal cause to do so. The lessor shall have the right to terminate the contract with immediate effect in the event that the lessee is more than seven days late in the payment of any overdue amounts or for any other just cause.

In this regard, the following shall be considered just cause:

- The return of receipts, checks or charges on cards or means of payment provided, unless the lessee proceeds with the payment within seven days, or failure to comply with the payment conditions previously agreed with the lessor.
- In the event that the lessee uses the vehicle in a manner not suitable for its intended use or causes damage to the vehicle with intent or gross negligence, including the lack of maintenance or servicing when so required.
- Infringement of applicable transportation regulations.
- Failure to comply with any of the prohibitions included in stipulations B.4, B.5, B.6, B.7 and B.8 of these General Conditions;
- And in general, when the continuation of the leasing relationship is not required, in view of the circumstances, for example, in the event of a high accident rate or repeated exceeding of the maximum mileage.

2. In case of termination of the contract, the lessee shall be obliged to immediately return the vehicle, keys, documentation and accessories. However, the lessor shall have the right, when terminating the contract, to remove the vehicle from the place where it is located.

3. In case of termination of the contract, the lessor may claim the damages caused by the termination, which includes not only the consequential damages (including towing, expertise, legal costs, etc.), but also the loss of profit due to the unavailability of the vehicle (which will be established taking as a reference the certificate on loss of profit due to vehicle stoppage issued by the National Business Federation of Rental Vehicles with and without Driver [FENEVAL] which determines the daily rate of the stoppage).

K. GENERAL PROVISIONS

1. The lessee is entitled to receive a copy of these General Conditions in Spanish and this has been stated in the versions of the same written in other languages. In case of discrepancies, the Spanish version shall be the prevailing one.

2. The offsetting of credits shall operate in accordance with the legislation in force. In this regard, the security deposit may only be offset after having verified that the lessee has fulfilled all their obligations, in accordance with stipulation E.3.5 of these General Terms and Conditions.

3. If there is more than one lessee or driver, all of them shall be jointly and severally liable to the lessor.

4. All rights and obligations arising from these terms and conditions and the contract shall extend to authorized drivers.

L. AMENDMENTS

1. There are no agreements between lessee and lessor that are not reflected in writing in the rental agreement or in these General Terms and Conditions. Any amendments thereto must be made in writing and signed by both parties.

M. CUSTOMER SERVICE, LEGISLATION AND JURISDICTION

1. If you have any questions or complaints, you can contact our Customer Service Department as follows:

- By sending an e-mail to clientes@sixt.com indicating in the subject field the number of the rental contract.
- Directly at any of our branches, where you will be given a form for this purpose.
- By sending a letter to Sixt Rent a Car, Calle del Canal de Sant Jordi 29, local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain, to the attention of the Customer Service Department.
- Contacting us by phone at 871.18.06.34.
- In accordance with the provisions of Article 3.4 of Decree 472/2019, of May 28, which regulates the complaints and claims forms for consumers and users in Andalusia and their administrative processing, the following link <https://www.sixt.es/fileadmin/sys/agb/CartelInformativoContratacionElectronica.pdf> provides the addresses to which to submit or request the submission of complaints and claims forms in paper or electronic format.

2. In accordance with Art. 90 of the General Law for the Protection of Consumers and Users (Law 1/2007, of November 16, 2007) in case of any discrepancy that may arise in the interpretation or execution of these General Conditions, the parties expressly submit to the Courts and Tribunals of the place of fulfillment of the obligation.

3. For customers residing in the European Union who have rented in another EU country and are not satisfied with the company's response, they may choose to submit their complaint to the European Car Rental Conciliation Service (ECRCS) through its website (<https://www.ecrcs.eu/>).

4. The European Commission offers consumers and users residing in the European Union and companies domiciled in the European Union a European Online Dispute Resolution (ODR) platform via the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.

Sixt has no obligation to participate in a dispute resolution procedure and will not participate in a dispute resolution procedure before a consumer or transport arbitration body with the exception detailed below.

Sixt adheres to the Balearic Islands Code of Good Practice, therefore, for the resolution of disputes relating to rentals in the Balearic Islands, in case of not being satisfied with the company's response, customers may choose to refer their claim to the Balearic Islands Transport Arbitration Boards, following the instructions specified in the following link: <https://www.caib.es/seucaib/es/200/personas/tramites/tramite/506745>

5. Exclusion of the right of withdrawal: In accordance with Article 103 paragraph "I" of Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Protection of Consumers and Users and other complementary laws, the Customer has no right of withdrawal, i.e. it is not possible for the Customer to revoke its declaration of intent to enter into the lease contract.

N. USE OF THE APP

1. The lessee may not pass on access data (e.g., login, PIN, username, password, etc.) to the services of Sixt (e.g., for the Sixt app, user account, etc.) to third parties and must ensure that these are not accessible by third parties. Written records of the access data shall not be made so that third parties can gain access to the services of Sixt. Loss of access data must be reported to Sixt immediately via e-mail (fuehrerschein@sixt.com). The access data is not transferable.

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2. For certain services Sixt requests that the lessee demonstrates at regular intervals that he possesses a valid driving license. If the lessee wishes to use services such as digital rental (e.g., Sixt Mobile Check-in), he is required to present his driving license to Sixt before starting a rental in accordance with the process specified by Sixt.

3. The lessee is obliged to inform Sixt via e-mail (driving-licence@sixt.com) of the revocation of his driving license, as well as regarding all circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban). If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended for the affected lessee or the affected additional driver/s immediately.

(01.03.2024)