

# **General Rental Conditions (GRC)**

of

**Sixt Rent a Car, S.L.U.**

**Carrer del Canal de Sant Jordi 29**

**07610 Palma (Balearic Islands)**

## 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 corresponding rental agreement.

### A. 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 agreement with them throughout the duration of the rental.

3. If minors of a height equal to or lower than 135 centimeters are transported, the lessee must always use approved child restraint systems suitable for the minor who must use them. Likewise, if that 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 lessee assures that the vehicle will only be used within the framework of the legal regulations applicable in each case and on public roads. It is not allowed the use of the vehicle for the following purposes:

- a) Participate with the vehicle in races, speed and/or endurance tests, competitions or challenges of any nature;
- b) Use of the vehicle for driving training;
- c) Use the vehicle for endurance testing of materials, accessories or automotive products;
- d) Use the vehicle if there is a risk of damage to the vehicle, in particular after the warning lights on the instrument panel have come on;
- e) Transport people for a fee;
- f) Commit criminal acts with the vehicle, even if such act is only considered criminal at the place of its commitment;
- g) Drive the vehicle with diminished physical conditions, due to alcohol, drugs, fatigue or illness;
- h) Use the vehicle to push or tow other vehicles or any other object;
- i) Transport in the vehicle toxic, flammable and generally dangerous substances and/or those that violate the legal provisions in force;
- j) Transport the vehicle on board any type of ship, train, truck or airplane unless expressly authorized in writing by the lessor;
- k) 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.

5. The lessee is prohibited from assigning, subletting, selling or encumbering in any way the vehicle, 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.

6. Depending on the category of the vehicle and the reservation, its use abroad is prohibited for certain countries. The restrictions applicable in each case are indicated in the rental agreement.

Using the vehicle outside Spain is a cross-border trip and requires the payment of an additional fee called “Roaming” or “Cross Border Fee”, identified in the List of Additional Charges attached to these General Conditions. Failure to comply with the prohibition to move the vehicle to certain countries 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 providing 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.

7. 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.

8. Upon the conclusion of the rental agreement, the lessee and any other person designated in the rental agreement as driver must be present and show valid driving licenses in force in the country of rental, as well as their corresponding official personal identification documents in force. The lessor may refuse the rental of the vehicle if the lessee or any other person designated as driver does not duly prove their identity or hold a valid and current driving license at the time of formalizing the rental agreement. Driving licenses in digital or electronic format will not be accepted unless the applicable regulations expressly permit it.

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. If, upon the request of the authorities, it is not possible to identify the driver for reasons attributable to them, the lessee shall be liable for the payment of any fine or sanction incurred during the rental period.

9. The following are considered as valid driving licenses in Spain:

1.- Licenses issued in the European Union and the European Economic Area (EEA) countries (Switzerland, 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:

- Valid driving licenses from non-EU/EEA countries are accepted if they contain the information in Latin script. Customers whose country of issue of the driving license is not included in the list that can be viewed here <https://www.sixt.es/help-center/articles/permiso-conducir/> should also carry an international driving license or a Spanish translation from a court-appointed and sworn translator, as their presentation may be required during official checks.
- Valid driving licenses from non-EU/EEA countries that contain the information exclusively in non-Latin script (e.g. only Arabic, Chinese Japanese or Cyrillic) will only be accepted if, in addition to the national driving license, an international driving license or a Spanish translation from a court-appointed and sworn translator is presented.

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. The vehicle may only be driven by the lessee, as well as by those designated in the rental agreement as driver, if they comply with the age and age of the driving license required, respectively, depending on the category of the 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.

11. Without prejudice to the lessee's liability to third parties, if any of the obligations set forth in this stipulation A or any other essential obligation undertaken by the lessee are breached, 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 agreement before the expiration of the initially agreed term, in accordance with the provisions of the law in force and these general terms and conditions.

### **B. CONDITION OF THE VEHICLE**

1. The lessor shall deliver the vehicle described in the contract to the lessee in good working order and condition, free of any deficiencies, except for any observations included in the rental agreement. It shall be the lessee's obligation to immediately notify the lessor's office where the rental agreement has been signed before moving the vehicle from the parking space in which the vehicle specified in the contract is parked.

2. The lessee undertakes to treat the vehicle with care and in an appropriate manner, and to keep it in the same condition as when it was delivered to him. The lessee must respect the technical standards and rules applicable to the vehicle and allow the lessor or personnel designated by the lessor to carry out any inspections or reviews that may be necessary. Smoking is prohibited in the vehicle.

3. The lessee shall receive the vehicle described in the contract with the complete documentation, with the vehicle keys, tools and accessories, especially reflecting vests and signaling triangles, which shall be checked at the time of delivery of the vehicle, 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. Otherwise, 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.

4. If, during the rental period, any of the indicator lights on the instrument panel illuminate, detecting an anomaly of the vehicle, or when external signs indicating a breakdown or malfunction of the vehicle are perceived, the lessee must stop the vehicle as soon as possible and contact the lessor or the roadside assistance company arranged by the lessor. 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.

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.

5. The lessee will be responsible to the lessor for the custody of and any damage to the vehicle during the rental period whenever the renter is legally or contractually responsible, except for the limitations of liability and optional protections that the renter has contracted (see stipulation G.2 of these General Conditions)..

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 of these General Terms and Conditions, he/she shall be liable for the damages caused if those fall beyond the scope of said additional protection package or for the amount of the possible excess contracted.

6. In the case of leasing vehicles equipped with an AdBlue® tank, the lessor shall deliver to the lessee the vehicle described in the contract with a correct level of AdBlue. 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 following the Lessor's instructions. Otherwise, the lessee shall be liable for the damages caused. 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. Otherwise, Sixt will invoice the renter for the cost of refilling said tank, plus a refilling service charge as reflected in the "Additional Charges List".

7. Vehicles with internal combustion engines 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. Otherwise, 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 with which the lease payment has been guaranteed.

Likewise, at the time of signing the rental agreement the lessee may contract the "Fuel Tank Service" at the time of signing the rental agreement. 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.

Alternatively, for rentals with a maximum duration of three days, the lessee may contract the "Flexi-Fuel" service. Due to the duration of these rental agreements, 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.

8. In the case of all-electric vehicles, the state of charge of the vehicle shall be indicated in the rental agreement at the time of delivery. At the end of the rental agreement, the lessee must return the vehicle in the following condition:

a) If it was delivered with a state of battery between 80% and 100%, the lessee must return it with a recharge of at least 80%. Otherwise, an additional cost will be applied comprising 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 battery lower than 80%, the lessee must return the vehicle with a state of recharge equivalent to that in which it was received. Otherwise, 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.

When charging an electric or hybrid vehicle, the use of charging cables or other accessories that I(i) are not 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.

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.

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.

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.

9. The vehicle may only be used for towing with the prior written authorization of the lessor and provided that the technical conditions of the vehicle allow it, with the lessee assuming responsibility for completing the corresponding procedures with the authorities and paying the corresponding taxes and fees, with full indemnity for the lessor. The rented vehicle must be returned to the lessor in the same conditions in which it was received.

### C. 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.

2. Non-prepaid reservations shall be valid until sixty minutes after the pick-up time specified by the lessee, not being obliged the lessor 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 applicable price 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 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 the car rental agreement.
- f) Cancellations can be made online ([www.sixt.es/mysixt/](http://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](mailto:espana@sixt.com).)
- g) Prepaid reservations can be activated at any time within the rental period, provided that the office in question is open..
- 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 agreement, without any refund to the lessee of the total price paid.

### **D. CHARGES / EXPIRATION DATES / PAYMENT METHOD**

1. The lessee agrees to pay the lessor:

1.1 The total agreed rental price, which is comprised of the basic rental price, prices for any supplements or extra services, any location surcharges and any applicable taxes and fees, as referred to in this General Rental Conditions. Special services may consist of, among others, one-way charges, refueling charges and fuel costs, recharging charges and costs, toll charges, accessories/extras (such as a child seat), or delivery and pick-up fees. 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 agreement 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. If the limitations of liability set forth in stipulation G.2 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 the lessee or by those people 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 stipulation A of these General Conditions.

The charges for repair for which the lessee shall be liable for the damage caused to the vehicle will be calculated by an independent expert selected for this purpose by the lessor or by another expert chosen by mutual agreement between the parties. The costs of the expert assessment will be borne by the lessee. The amount thus determined – if applicable, the amount of the excess– will be claimed from the lessee together with all other damages caused during the rental period in accordance with these General Terms and Conditions, such as towing costs, tolls, cleaning, the processing of the file, penalties and fines, which the lessor has actually borne as a result of the lessee's conduct, always in accordance with the law in force. The lessee is entitled to receive a copy of the expert's report. If the damage to be claimed cannot be determined in this way, it shall be determined by the repair shop's estimate. The amount of 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 and loss of profit due to the non-availability of the vehicle.

1.3 Charges for contracting additional equipment after the rental agreement is 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 agreement signed by the lessee.

1.4 Charges for hiring optional services or protections after the rental agreement have 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 agreement 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.

1.5 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 B.7 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.

1.6 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 B.7 of these General Conditions.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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 (such as vomit, ink stains, cigarette burns, mud, dirt caused by animals or similar situation requiring cleaning equipment and specialized products). This charge will be applied on the basis of the price invoiced to the lessor by the specialized vehicle cleaning company carrying out this task.

1.12 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 agreement or for exceeding the maximum mileage indicated in the rental agreement 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.

1.13 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 as reflected in the *Additional Charges List* document.

1.14 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* charge). This charge shall be invoiced as reflected 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.

1.15 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.

1.16 The charge corresponding to the additional voluntary service "Diesel Option". For an additional charge, reflected in the *Additional Charges List* document, 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 vehicles.

1.17 The amount of the charge for the 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 the rental agreement without having agreed a new return date with the lessor. Its purpose is to compensate the lessor for the 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 as reflected 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.

1.18 In the event of loss or damage to the USB cable / adaptor provided (if applicable), 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 protection, 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 the immediate return of the vehicle, the amount owed increased by three points on the basis of the legal interest rate and 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 agreement or subsequently provided by the lessee in accordance with current legislation, amounts and charges derived from the rental of the vehicle and other fees related to the rental agreement, both those included in the rental agreement 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. Method of payment

3.1 Unless another form of payment is agreed upon, the rental price, the deposit and all other agreed amounts indicated in stipulation D.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 agreement if the reservation is not prepaid.

3.2 The lessor accepts Visa, MasterCard, American Express, Diners Club, Discover or JCB credit and debit cards, as well as Airplus and Amex BTA/iBTA and cash as valid payment methods. Prepaid cards and Maestro/VPAY cards, the latter 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 agreement. 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. Payment for prepaid reservations made through the website or App will be made at the time of booking by credit or debit card.

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.

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

3.4 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.

3.5 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 agreement.

#### 4. Invoicing

4.1 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. The lessee may request delivery of paper invoices at any time.

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

4.3 The lessor shall not be liable for circumstances that may 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.

4.4 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.

4.5 If 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.

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

4.7 After the vehicle has been returned and the necessary checks have been made, the amount invoiced to the renter for the rental of the vehicle and other items as indicated in stipulation D.1 of these General Conditions will be charged to the card provided by the renter.

### **E. SECURITY DEPOSIT**

1. Deposit at the beginning of the lease

1.1 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.

1.2 The fixed amount is specified in the following table for each vehicle category:

Car		
Vehicle Category	Security Deposit	Currency
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.

1.3 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.

1.4 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, if they want to use a credit card as a method of payment, their PIN code will be required.

1.5 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 agreement. If it is not possible to make such deposit, the lessor may refuse the rental to the lessee.

1.6 After the vehicle has been returned and having carried out the necessary checks on the vehicle, if applicable, the lessor will cancel the hold on the lessee's credit card or will return the deposit amount, as applicable. If the deposit was made in cash, the lessor will issue a transfer to the account indicated by the lessee for this purpose, who must duly prove ownership of the designated account.

**F. RETURN OF THE VEHICLE**

1. The duration of the rental shall be that agreed in the rental agreement and shall be invoiced on the basis of 24-hour periods, counting from the time at which the rental agreement was concluded. The lessee undertakes to return the vehicle to the lessor together with the keys, documents, accessories and additional equipment, at the latest at the time and place agreed in the rental agreement. In case of failure to return the vehicle, the lessee is obliged to pay the lessor the additional charges as stated in condition D.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.

As a general rule, the lessee shall return the vehicle within the office hours displayed at each of the lessor's branches and, together with SIXT staff, inspect the condition of the vehicle to identify any damage caused during the rental period (Return Protocol). If the vehicle is returned outside office hours, the lessee must park the vehicle inside the office car park. The extras must be left in the boot of the vehicle, and the vehicle must be locked. The vehicle keys

must be left in the electronic return box, together with an indication of where the vehicle has been parked. The renter must never hand over the keys to an unauthorized person. .

If the lessee decides to return the vehicle "outside office opening hours", he accepts and consents that the Vehicle Return Protocol will be carried out by the lessor's staff without the lessor's presence and after the return of the keys, sending to the lessee a copy of the Protocol once the corresponding inspection has been completed. The same process applies if, within office opening hours, the lessee decides to return the vehicle and not to witness the inspection of its condition together with SIXT staff.

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. 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.

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 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 242,00 Euros (incl. VAT / 230,00 Euros incl. IGIC).

If the lessee has already paid the rental costs 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 C.4 of these general terms and conditions. The 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 agreement. 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 charge called *Flexi-Location*, as described in section D.1. and for the amount indicated in the document of the *Additional Charges List*.

In the rental agreement 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 agreement is a 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 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 agreement as the return location, the lessee must pay the *Flexi-Location* charge shown in the *Additional Charges List* document and as described in Section D.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*.

5. The amount paid by way of security deposit at the beginning of the rental 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 agreement. 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 agreement 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.

6. For rentals of more than 28 days, the lessee must go to the lessor's offices on the date indicated in the rental agreement to have the vehicle serviced and to respect the maximum mileage limitation indicated in the rental agreement. Failure to comply with this obligation shall entitle the lessor to charge the corresponding fee as stated in stipulation D.1.12.

7. 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.

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.

8. 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 *Additional Charges List*, unless the lessee 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 agreement, the lessee adheres as an insured party to the aforementioned policy.

3. The insurance is valid in the countries specified in the rental agreement.

#### **G.2.- Optional Protection and Limitations of Liability.**

##### **a) LDW (Loss Damage Waiver)**

If the lessee chooses to contract it, the limited liability protection 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, during the rental agreement period.

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).

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 agreement, 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 protection offers the lessee protection for damage to both elements (rims excluded).

### c) BF (Super Top Cover LDW)

The optional protection of reduction of excess limitation BF requires the previous contracting of LDW protection. BF protection allows the total and/or partial exemption of the deductible contracted by the lessee in the LDW protection. 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 protection of reduction of excess limitation BE requires the previous contracting of LDW protection. BE protection allows the partial exemption of the deductible contracted by the lessee in the LDW protection. 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 protection 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 protection 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.

In no case shall any possible damage that may affect the elements loaded inside the vehicle be covered. Excluded from this protection 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 Protection 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 Protection 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 stipulation A, as well as in the cases of stipulation G.2 of these General Conditions.  
In general, the contracted cover does not include damage caused as a result of negligence or willful misconduct on the part of the lessee, such as (i) driving under the influence of alcohol, drugs or medications that diminish driving ability, (ii) poor care of the vehicle by the lessee, (iii) inappropriate, reckless or illegal use, (iv) distractions caused by the use of mobile devices or similar devices while driving, (v) intentionally causing damage to the vehicle, or (vi) concealing damage to the vehicle caused by negligence or negligent use of the clutch.
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 agreement 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 protection 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 agreement. Their contracting will be reflected in the rental agreement. 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 agreement is in force.
7. The lessor is not responsible for objects owned by the lessee deposited inside the vehicle neither during the rental period nor after its return. 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 the event of accident, theft, fire, damage caused by animals or other damage, the renter or driver must notify the police immediately; in particular, if they cannot communicate with the police by telephone, they must notify the nearest police station. This shall also apply when the damage suffered by the rental vehicle is minor, as well as in the event of an accident through the renter's own fault and without the intervention of third parties.

2. In the event of any damage caused to the vehicle during the term of the lease, the lessee shall be obliged to communicate in writing and without delay all the details of the event that caused the damage to the vehicle. This shall also apply in the event of theft of the vehicle or parts thereof.

For these purposes, the lessee must complete all sections of the printed accident report form found in the vehicle documentation (amicable report) in a detailed and truthful manner, in particular the place, time, description of the accident, the full name and address of the driver at the time of the accident. You may also request the printed form from Sixt at any time by telephone or download it from the Sixt website. If the other party refuses to sign, the renter must request the presence of the police on site to clarify the facts, otherwise the renter will be considered responsible for the accident, unless the renter provides evidence to the contrary.

3. The renter or driver must take all useful and appropriate measures to clarify the incident. This especially includes the duty to respond fully and truthfully to Sixt's questions regarding 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, so that Sixt can assess the accident, as well as the duty not to prevent Sixt from making such findings..

### **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 incurred by the Lessor in connection therewith.

### **J. TERMINATION OF THE CONTRACT**

1. The parties shall have the right to terminate the contract if there is legal or contractual cause to do so. In particular, the lessor shall have the right to terminate the contract with immediate effect in the event that the lessee delays, at least, seven days 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, 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 that is 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 A.4, A.5, A.6, A.7 and A.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**

3. 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.
4. 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 D.3.5 of these General Terms and Conditions.
5. If there is more than one lessee or driver, all of them shall be jointly and severally liable to the lessor.
6. 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](mailto:clientes@sixt.com) indicating in the subject field the number of the rental agreement. - 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 "1" 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 rental agreement.

### N. MISCELLANEOUS

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](mailto:fuehrerschein@sixt.com)). The access data is not transferable.
2. For certain services, SIXT will require the renter to demonstrate possession of a valid and current driving license at regular intervals. If the lessee wishes to use services such as digital rental (e.g. Sixt Mobile Check-in), they will be required to present their driving license to SIXT before the rental begins, in accordance with the procedure specified by SIXT.
3. In the event of the driver's license being withdrawn or other circumstances restricting it (e.g. restriction of the driver's license, temporary withholding or confiscation of the driver's license, driving ban by court or official order), the lessee or affected additional driver(s) are prohibited from driving the leased vehicle from the moment such circumstances arise.

(11.04.2025)

## Pricelist Additional Charges – Cars and Trucks

### Information Prepaid Rates

> Changing booking

A booking can be changed up to one hour before the start of the rental (on availability) in return for an alteration charge of EUR 29,99. Any payment already made towards the rental will not be refunded; nor shall any differential amount be refunded if this alteration leads to a lesser rental cost.

> Cancellation

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. Cancellations can be made online or in writing and must be addressed to: Sixt Rent a Car, Calle Canal de Sant Jordi, 29, Local 2, Poligono Son Oms, E-07610 Palma de Mallorca, España/Spain, Fax: +34 911 518 438, Email: espana@sixt.com

> No-show

In the event that the booked vehicle is not collected or not collected at the agreed time, the rental charge already paid shall be withheld in full.

### Age restrictions

In Spain, the following rules apply for the minimum age and possession of a driver's license:

18 years/1 day for vehicles in groups of categories M\*\*\*, E\*\*\*, C\*\*\* and vans of categories A, V, VX, B, S, W

21 years/1 year for vehicles in groups I\*\*\*, S\*\*\*, F\*\*\*

21 years/2 years for vehicles in groups P\*\*\*, L\*\*\*

25 years/3 years for vehicles in groups X\*\*\*

30 years/ 5 years for vehicles in groups of categories XJAL and XFAL.

The following Young Driver Surcharge applies for drivers under 23 years.

Vehicle category	Per day (1-27 days)	Max. per month (28 days)
M***, E***, C***, I***, S***	21,42 EUR	218,27 EUR
F***, P***, L***, X***, Special Cars, Sports & Luxury Cars	26,77 EUR	272,84 EUR
Trucks	20,49 EUR	209,98 EUR

### One-way rentals National - Cars

to from	Region Andalucia	Region Catalunya	Region Madrid	Region Costa Blanca	Region Norte	Region Balearic Islands	Region Canary Islands
Region Andalucia	45,00 €*	110,00 €	110,00 €	110,00 €	110,00 €	proh.	proh.
Region Catalunya	110,00 €	45,00 €	110,00 €	110,00 €	110,00 €*	proh.	proh.
Region Madrid	110,00 €	110,00 €	45,00 €	110,00 €	110,00 €	proh.	proh.
Region Costa Blanca	110,00 €	110,00 €	110,00 €	45,00 €	110,00 €*	proh.	proh.
Region Norte	110,00 €	110,00 €*	110,00 €	110,00 €*	70,00 €*	proh.	proh.
Region Balearic Islands	proh.	proh.	proh.	proh.	proh.	free**	proh.
Region Canary Islands	proh.	proh.	proh.	proh.	proh.	proh.	free**

\*\*In the case of rentals in Spain, the movement of the vehicle from the mainland to the islands and vice versa and/or between the islands, and to Ceuta and Melilla, is expressly banned unless an express authorization has been obtained in writing form the owner.

* Exceptions	
Barcelona AP ↔ Barcelona DT	15,00 €
Barcelona DT ↔ Barcelona DT	15,00 €
Mallorca AP ↔ Mallorca DT	15,00 €
Sevilla AP ↔ Sevilla DT	12,00 €
Málaga ↔ Sevilla	75,00 €
Zaragoza ↔ Catalunya	84,00 €
Zaragoza ↔ Costa Blanca	80,00 €
<b>Excepciones Región Norte</b>	
Zaragoza ↔ Bilbao ↔ San Sebastian	70,00 €
San Sebastian ↔ Santander	70,00 €
Santiago ↔ La Coruña ↔ Vigo	70,00 €
La Coruña ↔ Asturias ↔ Santiago	70,00 €
Asturias ↔ Santander ↔ Bilbao	70,00 €

**International - Cars**

Portugal	950,00 €
France, Monaco	1.000,00 €
- Region Côte d'Azur	683,00€
- Region South-West	683,00 €
Italy	2.000,00 €
Belgium, Luxemburg, Netherlands, Germany, Austria, Switzerland, Liechtenstein	2.000,00 €
Great Britain	2.200,00 €
Czech Republic, Slovakia, Hungary, Poland, Slovenia, Croatia	2.400,00 €
Lithuania, Latvia, Estonia, Sweden, Denmark, Finland, Norway	2.835,00 €

Vehicle return to an office other than the pick-up office without prior notice shall incur a surcharge according to the country of return and the table above.

Returns are not allowed in countries other than those indicated in the table above.

Returns to a non-permitted country shall incur a penalty of €2,200 or €4,400 depending on the category of the vehicle.

**Trucks (only national)**

	Baleares	Málaga	Sevilla	Barcelona	Madrid	Valencia	Alicante	Bilbao
Baleares	x	x	x	x	x	x	x	x
Málaga	x	x	363 €	726 €	484 €	484 €	484 €	726 €
Sevilla	x	363 €	x	726 €	484 €	484 €	484 €	726 €
Barcelona	x	726 €	726 €	x	484 €	363 €	363 €	726 €
Madrid	x	484 €	484 €	484 €	x	363 €	363 €	363 €
Valencia	x	484 €	484 €	363 €	363 €	x	363 €	726 €
Alicante	x	x	x	x	x	x	x	x
Bilbao	x	726 €	726 €	726 €	363 €	726 €	726 €	x
Santiago	x	x	x	x	x	x	x	x

**One-way rentals - International vans**

Vans may not be returned outside Spain.

Van return outside Spain shall incur a penalty according to the country of return and the table below.

Germany, Austria, France, Monaco, Netherlands, Belgium	1.815,00 €
Luxemburg, United Kingdom, Republic of Ireland, Switzerland, Italy, Portugal, Hungary, Norway, Sweden, Denmark, Finland, Liechtenstein, Andorra, Holy See (Vatican), Gibraltar, San Marino, Estonia, Latvia, Lithuania, Slovenia, Poland, Croatia, Czech Republic, Slovakia	2.420,00 €

**Delivery and Collection during and out of opening hours**

Delivery/Collection Service is on request. Please contact your local rental Sixt station.

An extra charge for these services applies, the price of which is available at the Sixt rental station.

**Out of hours rental service**

Service available upon request at your local rental Sixt station. An additional charge of EUR 64.99 applies to all bookings/rentals made outside opening hours.

<b>Additional equipment</b>			
<b>Accessory</b>	<b>1 day</b>	<b>7 days</b>	<b>Month</b>
Baby Seat (0-13 kg/Group 0+)	13,99 €	83,98 €	94,92 €
Child Seat (0-10 kg,9-18 kg/Group 0/1)	13,99 €	83,98 €	94,92 €
Booster Seat (15-36 kg/Group 2/3)	12,99 €	88,99 €	95,99 €
Snow Chains	15,99 €	66,99 €	66,99 €
Ski & Snowboard Rack	26,99 €	64,99 €	64,99 €
Navigation System	16,49 €	98,57 €	104,93 €
Dolly trolley (300 kg load capacity)	6,99 €	34,93 €	34,93 €
Sack barrow (250 kg)	14,99 €	74,97 €	74,97 €

Accessories are bookable without obligation and subject to availability, being its use and/or installation responsibility of the lessee.

**Loss or damage of accessories or additional equipment**

<b>Accessory Broken or lost</b>	<b>Charge/EUR</b>
Vehicle Keys	Damage caused
Emergency Triangles	15,00 €
Reflective Jacket	12,00 €
First Aid Kit	15,00 €
Vehicle Documentation	10,00 €
Full Navigation System	160,00 €
Navigation System Screen crack or battery loss	20,00 €
Navigation System Holder	20,00 €
Navigation System network cable and /or USB	20,00 €
Navigation System Bag	10,00 €
Vehicle Part	Depending on the part
Baby, Child seat or Booster	50,00 €
Snow Chains	50,00 €
Ski & Snowboard Rack	50,00 €
Logo Additional Driver	100,00 € per each sticker
Recharge card	10,00 €
Environmental label	10,00 € per label
Dolly trolley (300 kg load capacity)	30,25 €
Sack barrow (250 kg)	121,00 €

USB cable / adaptor	5,00 €
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**Refueling Charge**

If the renter does not choose the optional Fuel Tank Service, they must return the fuel tank in the same condition as received. If this is not the case, we will take care of refilling the tank of your vehicle on return. The refueling charge includes the actual amount of fuel purchased at market price and handling fees. These handling fees are 34,99 EUR.

If, however, the renter has paid for the Fuel Tank Service at the time of renting the vehicle, the payment for the task of refueling is discounted and the service cost consists solely of the price of the tank of fuel for that particular vehicle at the current market price. This means that the renter may return the car with an empty tank. The price of the tank of fuel will vary depending on the tank capacity of each vehicle.

If, alternatively, the customer has signed up for the fuel tank service known as "Flexi-Fuel" at the time of renting the vehicle, they will pay only the liters consumed (at the current market price) plus the rebated cost of the refueling service EUR 24 at the drop-off time, as this service is designed for rentals with a maximum length of three days. This means that the customer no longer has to worry about filling up the vehicle at the time of drop-off.

Wrong refueling means an additional charge whose final amount will depend on the damage caused to the vehicle.

If the rented vehicle contains an AdBlue tank, the renter must ensure that such tank is always sufficiently full, being responsible of the charges that might apply as the result of the damage caused to the vehicle.

**Recharging of electric vehicles**

If the lessee has not contracted any voluntary service related to the recharging of the vehicle, they must return the vehicle with the recharging level equivalent to that in which it was delivered. If this is not the case, we will undertake the recharging of the battery after the return of the vehicle. The charge for recharging will include both the cost of the kW to be recharged, at the market price, and the charge for management of the recharging work. The recharge handling fee will amount to 0,79 EUR.

**Penalty for not returning long term rental vehicles**

For rentals for periods from 28 days on, the amount of the penalty for failure to return the vehicle on the date indicated in the rental contract or for exceeding by more 100 kilometers the maximum kilometer indicated in the rental contract, is of 605,00 EUR per each infringement.

**Charge for replacement vehicle during rental period in case of renter's negligence**

Should the renter need a replacement vehicle during the rental period signed in the rental agreement, for whichever remaining length of rental, the renter must pay 309,00 EUR if the need of this replacement vehicle is due to renter's negligence and especially in cases of wrong refuelling and vehicle's key being lost (if the lessee has not contracted the BC). Additionally, there might be extra charges associated to breakdown van service that will be claimed by our Damage Department and invoiced at the price of 1,20 EUR per kilometer from the place where the car is stopped until the closet Sixt station or closest Sixt partner garage.

**Charge for road assistance**

If roadside assistance was caused by mechanical failure not attributed to a negligent act by the lessee, regardless of the contracting or not of protection according to Clause G of the General Rental Conditions, the lessee will not assume any charges for the roadside assistance service.

The lessee is liable to pay for roadside assistance in case the towing is due to glass and/or tire damages, and the customer opted not to contract the TG (Tire & Glass protection).

Equally, the lessee is liable to pay this cost when the BF (Super Top Cover LDW) or the protection for reduction of the excess limitation was not contracted, in the events of breakdowns not related to glass and/or tire.

The cost for this tow service is 1,20 EUR per kilometer, up to 500 EUR, if respectively the lessee has not contracted the TG or the BF, or has made a forbidden or negligent use of the vehicle.

If the breakdown is repaired on site, without the need of a tow service, the assistance fee will be 40,00 EUR.

**Charge for loss or damage of the charging cable, as well as the fast charging cable for electric vehicles and hybrid vehicles**

In the event of loss or damage of the charging cable and/or the fast charging cable for electric vehicles and hybrid vehicles, the customer must pay the rental company a penalty of EUR 350 (not subject to VAT/IGIC). The payment of this penalty by the customer will not stop the rental company from claiming for any additional damage which the loss or initial damage of the charging cable may have caused.

**Charge “Flexi-Location”**

If the vehicle is delivered to a station other than the one stipulated in the one-way rental agreement, the customer must pay a charge known as Flexi-Location for the sum of EUR 19.99.

**Charge “Diesel Option”**

Subject to availability, a vehicle with a Diesel engine can be provided for an additional charge of EUR 5.99 per day, EUR 41.93 per week and up to a maximum of 59,99 EUR per month. If a Diesel vehicle cannot be provided for availability reasons, the charge will be refunded in full. This service is only available for selected vehicle groups.

**Charge “Flexi Late Return”**

Should the lessee fail to return the vehicle or the keys of the vehicle – even without the lessee being at fault – to the rental company at the end of the agreed rental period, then the rental company shall be entitled to demand compensation for the duration of the withholding at least equal to the amount of the previously-agreed rent. The lessee shall also be required to pay a fixed compensation fee of EUR 14.52 for the associated processing costs, unless the lessee is able to prove that the rental company has incurred less work and/or damage. The assertion of further damage claims is not excluded.

**Charge “Cross Border Fee”**

A roaming tariff applies for journeys with the vehicle outside of Spain. Part B.7 of the Sixt General Terms and Conditions of Rental specify the zones in which it is permitted to take the vehicle, and the territorial restrictions. This tariff is additional to the "one way" tariff in the case of rental for one-way journeys only.

Cross Border Fee (UF)	Price per day 1-6 days	Price per day 7-27 days	28 days / max. gross
Cross-border journeys	7,99 €	22,11 €	37,13 €

**Charge “Contract Modification”**

As a flexible mobility Company, we adapt to your plans, although always subject to availability. Please inform us of any changes to your plans during the rental period by calling +34 871 180192 or directly at one of our many branches. To the extent possible we will adjust the rental contract with the help of our staff.

In addition to any charges that may arise because of the contract modification (e.g. additional days/different return location), a contract modification fee of EUR 5.00 will be charged for each change made that affects the return date, return time or return location of the vehicle.

Alternatively, you have the option to avoid this contract modification fee. Thus, when formalizing your rental contract at your SIXT station you can choose to apply an additional amount of EUR 3.00. This amount is a single amount.

Please understand that we are subject to fleet availability, so, even having chosen to apply the additional amount of €3.00, if you do not inform us of the planned changes in the rental, the applicable charges will apply in accordance with as established in the General Rental Conditions and in this document Pricelist of Additional Charges.

**VAT / VAT Canary Island**

21% / 7 % – 15 %

All rates are inclusive of VAT (If VAT incurs).

The prices and conditions agreed with Corporate customers who have signed a commercial agreement with Sixt prevail over those expressed herein.

(09.04.2025)