

# Terms and conditions for Sixt Denmark A/S

Revision date June 2020

The renter and any additional drivers accept the following by signing the rental agreement:

## Generally

- 1) The renter shall return the vehicle and all accessories at the time and place as agreed in the rental agreement. The rental period is as specified in the rental agreement and can only be altered by written confirmation from Lessor. Failure to return the vehicle at the agreed time and place falls under the Criminal Act § 293 (vehicle theft).
- 2) Vehicles returned outside opening hours is considered returned at the first coming opening hour of the branch. The renter is liable for any damages and losses which might occur until opening hours.
- 3) The vehicle must only be driven by the renter and additional drivers who are noted in the rental agreement. Danish temporary driving permits are accepted in combination with a valid passport. The driving permission must be valid beyond the expiration of the rental period and foreign temporary driving permits are not accepted
- 4) The rental agreement must be kept in the vehicle at any time of driving. All changes to the terms in the agreement are void unless agreed in writing.
- 5) Lessor reserves the right to take the vehicle into possession at any time at renter's cost if the vehicle is used in violation of the terms and conditions. Lessor can terminate the rental agreement without reason and without prior notice.
- 6) Lessor is not responsible for private property, which is damaged, lost or forgotten in the vehicle during or after the rental.
- 7) The renter is responsible to inform and update lessor if the renters given personal information has been changed e.g. address or payment method in the rental period.
- 8) The renter must physically appear on a Danish Sixt office if the payment method needs to be updated.
- 9) Lessor is required to close the present rental agreement and open a new rental agreement in case of extension of rental period or updating of payment method. A new authorization on renter's payment card will be obtained in this connection.
- 10) The police or other public authority may confiscate the vehicle assessing that the vehicle has been used for illegal or inappropriate purposes. Renter has no right to a replacement vehicle or financial compensation. Any transport will be at renter's expense. Authorities are authorized to drive the vehicle upon impound.
- 11) Should renter choose to subscribe the number plate to Pay-by-plate or similar arrangements, renter is obliged to cancel the subscription again upon return of the vehicle and to pay all costs related in connection herewith.

## The vehicle

- 12) Renter confirms that the vehicle is received in good and legal condition. Any complaint about the condition of the vehicle must be addressed to Lessor immediately upon handover. In the case of

warning lights, service-lights, suspicious sounds or the like renter must inform Lessor and follow Lessors instructions.

- 13) Existing damages will be registered on the rental agreement upon pick up. Renter accepts to inform Lessor within 2 hours from pick-up provided that this list is not complete or inaccurate.
- 14) Lessor has taken all precaution to avoid mechanical failure of the vehicle. In case such failure should occur, Lessor cannot be held responsible for any loss or damage, neither direct nor consequential.
- 15) The vehicle is delivered fully fueled. Renter accepts the responsibility of adding fuel, water, and oil during the rental period.
- 16) The vehicle may not be used to:
  - a) Carry passengers or property for payment, directly or indirectly, unless Renter has the necessary permissions.
  - b) Drive outside solid roads.
  - c) Motorsports events, driving lessons or test-drives in any form.
  - d) Transport property which may cause unusual smells or wear.
  - e) Transport dogs or others household pets.
  - f) Driving by persons illegally influenced by alcohol, narcotics or medicine.
  - g) Driving in the following prohibited countries: Great Britain, Moldova, Belarus, Cyprus, Iceland, Malta, Albany, Israel, Iran, Iraq, Morocco, Tunisia, Turkey, Bulgaria, Estonia, Hungary, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Romania, Russia, Bosnia, Herzegovina, Croatia, Macedonia, Slovenia, Serbia, Montenegro and Corsica.
- 17) The rented vehicle may be owned by Lessor's financing partners.
- 18) Towing trailers is only allowed if the vehicle is equipped with a tow bar.
- 19) Winter tires are offered as an add-on from 01/11 to 31/03. Lessor is not responsible should renter violate other countries' legislation on winter tires. Nor is Lessor responsible for any resulting costs.

## **Payment**

- 20) An approval equivalent to the expected rental price with addition to an amount from as stated below will be obtained on the selected payment method upon collection of the vehicle:
  - a) Cargroups starting with M, E or C: 2.500 DKK
  - b) Cargroups starting with F, I, P or S: 3.500 DKK
  - c) Cargroups starting with L: 4.500 DKK
  - d) Cargroups starting with X: 11.00 DKK
  - e) Cargroups starting with A, B or V: 3.000 DKK
- 21) Renter and additional drivers explicitly accept their personal responsibility to pay:
  - a) Rates and taxes according to the rental agreement and Danish law.
  - b) All charges and legal costs for any congestion charge, road traffic, parking or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away.

Renter is ultimately responsible for paying the appropriate authority or company for any charges and costs when they ask for these payments. In order to reduce the risk of a fine escalating to a higher stage, Lessor may elect to pay the authority or company in full during the earlier stages to settle the matter at own discretion. In such cases, Renter will be responsible for paying any such amount to Lessor with an addition of administration charges of 375 DKK incl. VAT for dealing with these matters.

- c) Lessors expenses for repair, towing or replacement of the vehicle in case of damage or theft during the rental period.
    - a. Renter accepts that damages are charged according to Lessors damage catalogue which refers to the market price for repairs in Denmark. Lessor is entitled to charge the repair cost and postpone the repair day to suit lessor as the lessor can choose at the sale point to lower the sales price instead of repair.
  - d) Lessors expense for providing an extra key or replacing the master key should this be lost.
  - e) Missing fuel at return time. If the vehicle is not fully fueled at return and Renter has not chosen fueling service at the start of the rental, Lessor will charge the fuel price and a service charge – in total DKK 29 incl. VAT per liter. Unused prepaid fuel will not be refunded.
- 22) Prepaid reservations are paid in Euro, it is possible exchange rates can occur from the payer's payment card or bank. Lessor will not be liable for any loss caused by the exchange rate from the renter's bank.
- 23) The agreed rental period is binding for all rentals.
- a) For flexible rentals shorter than 60 days, Renter will be invoiced an amount up to 50% of the remaining rental amount, unless Renter has made such agreement with Lessor in advance.
  - b) For prepaid rentals, unused rental days are not subject to refund
  - c) For all types of rentals applies, that a late return fee will be applied in case the vehicle is returned more than 2 hours later than the agreed time. This fee is added as a supplement to rental costs for the extra period.
- 24) The vehicle shall be returned at the agreed location. If the vehicle is returned at another Sixt location than stated on the rental agreement, Renter will be invoiced a changing fee in addition to a one-way fee (if such applies).
- 25) Renter and additional drivers are always personally and jointly responsible for the above obligations, regardless of any invoicing address on the rental agreement.
- 26) No repairs to the vehicle may be done without permission from Lessor. In case of missing permission any costs for transport or repair expenses will not be refunded.
- 27) In case of any refund Lessor reserves the right to refund the credit card used for payment. This applies regardless of the reason for the refund.
- 28) Smoking is prohibited in all Sixt vehicles. In case there has been smoked or the vehicle is returned in particularly dirty condition Sixt will charge a fee for extra cleaning. Fee for smoking is 2.500 DKK incl. VAT and fee for extra cleaning in the vehicle starts from 500 DKK incl. VAT regardless of protection coverage.
- 29) All signs, stickers etc. are not to be removed from the vehicle. If the stickers, key rings, or signs are removed, a fee of up to 1.875 DKK incl. VAT will apply. In addition, the renter is liable for any fines following a removed CVR number from vans.
- 30) If a rented GPS/Navigation is lost, damaged or broken a fee of 2.350 DKK incl. VAT will apply regardless of protection coverage.
- 31) Renter is informed of and accepts all other administration fees

## Insurance and protection

- 32) Certain insurances signed in connection with this rental agreement is placed in the insurance company IF P&C and IF Liv with Lessor and renter as insured.
- 33) In case of damage or theft, the excess will be charged according to Danish law and deprivation days will be added to a maximum of 29 days. The cost of repair days is between 283 DKK to 607 DKK incl. VAT per day and the total cost for excess and deprivation days may not exceed 16.000 DKK.
- 34) The excess and deprivation days is calculated per insurance event.
- 35) The excess can be reduced by acceptance of additional protection. Such agreement must be made in writing on the rental agreement before it's commencement.
  - a) The cost of excess and deprivation days is reduced to 0 DKK for 1 - 29 days rentals and DKK 1.000 for +30-day rentals in case Super Top Cover LDW (BF) is accepted.
  - b) The cost of excess and deprivation days is reduced to a total of 3.000 DKK in case Top Cover LDW (BE) is accepted.
- 36) The above protection does not cover transport expenses or expenses for repairs on tire or glass and renter has been offered separate coverage for these.
- 37) Renter confirms that protection to reduce the above deductibles have been offered. Renter furthermore confirms that insurances for coverage of transportation costs (BC), costs for damages on glass and tires (TG), and a personal accident insurance (I) has been offered.
- 38) The protection does not cover the renter's personal belongings or persons in the vehicle unless a separate protection has been explicitly accepted.
- 39) In case the Personal Accident Protection (I) has been accepted, up to 6 persons in the vehicle are covered as follows in case permanent injury is more than 5%:
  - a) Death – compensation DKK 120.000 per adult and DKK 50.000 per child.
  - b) Permanent injury – compensation DKK 1.000.000 per person at 100% permanent injury.
  - c) Dental injury – compensation up to DKK 25.000 per person for reasonable and necessary expenses.
  - d) If the Personal Accident Protection incl. Baggage (J) has been accepted the following is also covered:
    - i. Baggage/luggage in connection with traffic accident – compensation DKK 20.000 per damage.
    - ii. Electronics, art and similar special objects – compensation DKK 10.000 per object.
    - iii. Jewelry, cash and other special valuables are not covered.
- 40) The full insurance conditions can be found at [www.sixt.dk](http://www.sixt.dk) or handed out upon request.
- 41) Renter is obligated to cover any expenses for damage repairs or towing for incidents caused by intent or gross negligence by either renter or other drivers regardless of any protection. Under this clause falls – but not exclusively – misfuelling, ignoring warning lights, suspicious sounds etc. from the vehicle.
- 42) Renter accepts his obligation to protect Lessor's interests in case of damage or other insurance-related incidents by:
  - a) Immediately notifying Lessor in case of any damage.
  - b) Providing names and addresses of all involved parties and potential witnesses.

- c) Not acknowledging responsibility or liability.
- d) Not leaving the vehicle without acceptable safety precautions.
- e) Immediately notifying the police if the liability of another party is to be determined or in the case of personal injury
- f) Filling in a damage report immediately upon Lessor's request.

Refraining from the above will result in loss of protection coverage.

- 43) Renter will be charged the full excess if the original key is lost and the vehicle is stolen regardless of any protection coverage. The key must be kept safe and renter must inform Lessor as soon as the key is realized missing.

### **Rentals with more than 30 day's duration**

- 44) For rentals with a duration longer than 30 days the following also applies:
  - a) All rentals which are booked via mini-lease.dk or which has a duration of 60 or more are with a binding period equivalent to the length of the rental. If the vehicle is being returned before agreed time or further agreement will renter being held economically responsible and be charged the rest period.
  - b) In case of nonpayment or authorization a fee of 350 DKK incl. VAT will be charged per vain attempt of achievement.
  - c) Renter is obligated to attend to the vehicle during the rental period. This obligation includes ensuring that motor-oil and other necessary fluids are in a correct level. Sixt will, by prior appointment, pay for workshop costs in this connection and renter will not receive compensation for inconvenience or additional driven kilometers.
  - d) Renter is informed that the vehicle must be replaced upon request from Lessor. Renter has no right to compensation for any inconvenience and extra mileage driven. When renter receives an inquiry from Lessor the vehicle must be replaced within 7 days on an agreed Sixt branch. If this time limit is exceeded a fee of 350 DKK per day incl. VAT, or Lessor's cost in connection with the missing replacement, in addition to the rental charge until the vehicle is delivered to a SiXT station, is imposed. Lessor explicitly advised that delayed delivery of certain vehicles may result in very high costs of taxes and costs.
  - e) The renter must cover all the lessor's costs of the exceeded date, including overdue fees, taxes and charges. Lessor explicitly advised that delayed delivery of campaign vehicles can result in very high costs of taxes and costs.
  - f) The rental agreement price can be adjusted by Lessor with a 30-day notice.
- 45) Lessor can stop the rental if renter is not paying the agreed rental amount or not keep up with service of the vehicle (motor oil or other required fluids being in the right quantity) significant neglect of the agreement or vehicle.

### **Use of Personal Information**

- 46) Lessor will process the personal information of Renter and any additional drivers for the following purposes:
  - a) Relevant security- and identity checks

- b) Processing of legal and valid rental documents and -registration
  - c) Sending information on similar goods or services, market research or opinion polls.
  - d) Renter may at any time object to the use of data for this purpose by sending a mail to Sixt at [widerspruch\\_datenschutz@sixt.de](mailto:widerspruch_datenschutz@sixt.de) using the title "Objection".
- 47) Renter is familiar with and agrees, that tracking equipment may be activated in the vehicle. Data from such is used for prevention and handling of crime and to supervise the vehicle's condition and movements. Lessor may access these data during and after the rental when deemed relevant.
- 48) Renter's personal information is shared with the following:
- a) Sixt GmbH and Sixt Franchisees in other countries. The information is solely shared with purpose of delivering car rental services
  - b) Third parties such as police and private parking companies. The information is shared when deemed relevant and legal by Lessor. For example, in the occasion of a traffic violation.
  - c) Third parties who has a data processing agreement with Sixt. The information is solely shared with the purpose of delivering car rental services.
- 49) Renter has a right to access the information stored by Lessor. This can be requested by e-mail to [data@sixt.dk](mailto:data@sixt.dk)
- 50) Renter may demand that personal information are corrected or removed and is aware that such demand will cause an immediate termination of any ongoing rentals without loss of Renters obligations in that connection.

### **Other**

- 51) The rental agreement shall be interpreted according to Danish laws and exclusive jurisdiction is Copenhagen.