

Agreement entered into on the day indicated in section 8 overleaf between SIXT and the Client whereby SIXT rents to the Client who on his/her/their part take/s on rent the Vehicle and this subject to the terms and conditions stipulated hereunder;

A. DEFINITIONS

1. SIXT in the terms of this agreement shall mean the RENTAL COMPANY;
2. RENTAL COMPANY in the terms of the agreement shall mean Fremond Limited (C20339) of 96, Triq Spiteri Fremond, Qormi QRM 2377, MALTA.
3. CLIENT in the terms of this agreement shall mean the person, physical or juridical, indicated in section 2 overleaf.
4. SURET 1 in the terms of this agreement shall mean the person, physical or juridical, indicated in sectioned 1 overleaf.
5. SURETY 2 in the terms of this agreement shall mean the person, physical or juridical, indicated in sectioned 3 overleaf.
6. ADDITIONAL DRIVER in the terms of this agreement shall mean the person indicated in section 4 overleaf.
7. RENTAL PERIOD in the terms of this agreement shall mean the term established in section 6 overleaf.
8. VEHICLE in the terms of this agreement shall mean the vehicle specified in section 6 overleaf.

B. TERMS AND CONDITIONS CLIENT'S OBLIGATIONS

1. The Client is expressly prohibited from:
  - a. Leasing, hiring or in any other manner transferring control of the Vehicle to third parties whether gratuitously or again payment.
  - b. Using the vehicle for the carriage of passengers for hire or reward:
  - c. Allowing or permitting the use of the Vehicle by third parties other than the person or persons indicated in section 2 and section 4 overleaf.
  - d. Using the Vehicle for the carriage of goods.
  - e. Using the Vehicle for the carriage of passengers in excess of the number of passengers indicated in the relative insurance policy the terms and conditions of which the Client hereby declares that he has knowledge of:
  - f. Using the Vehicle in any manner which is in violation of the terms and conditions of the relative insurance policy the terms and conditions of which the Client hereby declares that he has knowledge of:
  - g. Exporting the Vehicle; in any manner whatsoever, out of the Maltese Islands:
  - h. Effecting or permitting the execution of any repairs, servicing or adjustments, of whatever nature, to the Vehicle:
  - i. Affixing any logos and/or stickers to the Vehicle:
  - j. Using the vehicle for any unlawful purpose, to propel or tow any other vehicle or trailer, for racing, pace making, reliability tests, speed testing or driving tuition.
2. The Client is obliged to:

- a. Inspect the Vehicle upon date of delivery and immediately inform SIXT of all damages, if any, identified in the Vehicle which damages, if any, are to be noted in section 5 overleaf:
- b. Notwithstanding the terms of the insurance policy issued on the Vehicle, indemnify SIXT for all loss, damages and expenses, of whatever nature or origin, resulting in the Vehicle except for those damages listed in Section 5 overleaf.
- c. Indemnify SIXT for any theft of any part of the Vehicle or of the Vehicle:
- d. Ensure that the vehicle is kept in good condition:
- e. Ensure that under no circumstance shall the Vehicle be in possession or under the control of any person including the persons indicated in Section 2,3 and 4 overleaf who is under the age of 21 years or over 79 years, and/or is not in possession of a valid driving license, and/or has been convicted of a motoring offence in the preceding 3 years and/or has been involved in a traffic accident, and/or is inflicted by any personal defect or mental impairment and/or is under the influence of alcohol or other intoxicant such as drugs or narcotics:
- f. Indemnify and reimburse SIXT for all fines, payments due for entry into Valletta in accordance with the controlled vehicle access (CVA) system in operation from time to time, payments due for the usage of parking metres which may in time be introduced in certain parts of Malta and Gozo, legal and court costs incurred or paid in relation with contraventions or other offences committed with the Vehicle or incurred with the said Vehicle during the rental period herein contemplated:
- g. Immediately notify SIXT of all damages resulting in and, or breakdown of the Vehicle together with the relevant details of the damage or cause of breakdown and the location of the Vehicle:
- h. Immediately refrain from utilizing the Vehicle if and when it develops a fault and, or has suffered any sort of damage:
- i. Indemnify and reimburse SIXT for all charges/ expenses incurred, which charges / expenses may not be referred to in the said rental agreement but which may arise in relation to this agreement including but not limited to section B2f of the said rental agreement:
- j. Pay all sums due to SIXT upon demand, without objection, upon failure of which interest rate at 8% shall be levied on all sums due:
- k. Immediately report to the Police Authorities and/or Local Warden Enforcement System any road accident, and/or theft, and/or fire in which the Vehicle is involved in and is to complete and sign a detailed report of the occurrence at SIXT's office or at the office of the Insurance Company who would have issued the relative insurance policy cover within 25 hours of the occurrence:
- l. Indemnify SIXT for all expenses incurred resulting from the use and, or possession of the Vehicle by the Client:
- m. Pay to SIXT the full amount due for the full rental period as indicated in section 6 overleaf, together with all other charges and expenses incurred during the said rental period, without any deduction, set -off or claim for refund of any charges and/or expenses withdrawn which charges and/or expenses may not be specifically contemplated in the said rental agreement:
- n. Pay to SIXT the full amount due for the full period even upon the occasion that the client returns the Vehicle prior to the stipulated date of termination indicated in section 6 overleaf:
- o. Pay to SIXT the insurance excess premium stipulated in section 7(j) overleaf, which premium is equivalent to the full value of the vehicle as determined by SIXT at its absolute discretion upon each and every occasion of any damage caused to the Vehicle or/and to third parties unless a Collision Damage Waiver (CDW) is purchased by the Client upon date of this agreement (indicated in section 7(g) overleaf. For the avoidance of any doubt it is to be

understood that the CDW is not insurance and its is a waiver by SIXT of the Client's obligation to pay the full insurance excess premium as established above. Upon the purchase of CDW by the Client the insurance premium payable by the Client to SIXT upon each and every occasion of any damage caused to the VEHICLE or to third parties shall be reduced to the amount indicated in Section 7(k) overleaf. The CDW is not applicable upon the occasion that the Client acts in breach or any of the conditions contained in the agreement or of the terms and conditions of the insurance policy issued on the Vehicle which terms and conditions the Client declares that he/she /they are fully aware of:

- p. Return the Vehicle at the time and place indicated in section 6 overleaf or at an earlier date as determined by SIXT as its absolute discretion together with all the Vehicle's accessories including but not limitedly to, tyres, tools & equipment, which accessories have to be in the same condition as on date of delivery. Any loss of or damage to the said accessories shall be indemnified by the Client without objection:
- q. Return the Vehicle upon termination or sooner determination of the Rental Period with a full fuel tank and upon failure to do so the difference in value between the fuel returned and a full fuel tank shall be charged to and paid by the Client together with the administration charges imposed by SIXT at its absolute discretion.
- r. Notify SIXT of any extension of the Rental Period at least 48 hours prior to the date and time of termination stipulated in section 6 overleaf.  
Failure to do so shall mean that upon expiration of the Rental Period stipulated in section 6 overleaf the Vehicle shall not be insured:
- s. If the client observes the contents of this clause the daily rent applicable shall be at the absolute discretion of SIXT.

#### PAYMENT CLAUSES

The Client shall pay to SIXT the full amount due for the whole rental period as indicated in section overleaf, including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated may have been incurred by the Client throughout the rental period of the Vehicle without any deduction, set-off or claim for refund and this even upon the occasion that the Vehicle is returned by the Client to SIXT prior to the date indicated in section 6 overleaf of the said agreement.

Upon the occasion that the Vehicle is returned by the Client to SIXT prior to the date indicated in section 6 overleaf, the Client hereby accepts to pay SIXT the full amount for the whole rental period of the Vehicle including and charges and expenses as contemplated in this agreement, and any charges or expenses which although not indicated may have been incurred by the Client, in cash, alternatively the Client irrevocably authorizes SIXT to debit the credit card as indicated in section 1 overleaf for the full amount due to SIXT including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated may have been incurred by the Client in terms of this agreement.

The Client and/or the Credit Card holder hereby irrevocably authorize SIXT debit the credit card as stipulated in section 1 overleaf for any amount due by the Client to SIXT and the Client and/or the Credit Card holder is hereby irrevocably renouncing to his right to object to such occurrence and this in terms of the said agreement.

Upon he occasion that the full amount for the whole rental period of the Vehicle including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated in this agreement but which may have been incurred by the Client

are to be effected and honoured by the Travel Agent or other Agents and 90 days elapse from the date when SIXT would have requested the Travel Agent or other Agent to effect payment, SIXT as irrevocably authorized by the Client and/or the Credit Card holder reserves the right to debit the credit card as indicated in section 1 overleaf for the full amount including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated but may have been incurred by the Client.

#### GENERAL TERMS

- a. The Client hereby accepts and acknowledges that all his/her/their personal items and of those accompanying him/her/them left, stored, and, or transported withing the Vehicle shall be his/her/their exclusive responsibility and shall hold SIXT free and harmless from any claim and, or liability for any damage and, or loss of such items even if such loss or damage occurs after the Vehicle is returned to SIXT:
- b. The Client hereby irrevocably and unconditionally holds SIXT free and harmless from any liability and, or claim which may arise due to arising from the use of the Vehicle even if attributable to the negligence of SIXT:
- c. The Client hereby irrevocably and unconditionally authorises SIXT, to audit all the charges due in terms of this agreement, at the absolute discretion of SIXT, amend, alter, and increase such charges without the consent of the Client.

#### SURETIES

- a. Surety 1 and Surety 2 as indicated overleaf in section 1 and section 3 respectively, upon the signing of this rental agreement in section 1 overleaf, Surety 1 and Surety 2 bind themselves irrevocably and unconditionally as joint and severally liable in favour of SIXT to honour, indemnify and reimburse any chargrs/expenses contemplated, and/or honour, indemnify and reimburse any charges/expenses which though not contemplated but which may arise in relation to this agreement, including but not limited to section B2f of the said rental agreement and all other obligation which the Client assumes upon the signing of the said rental agreement:
- b. Surety 1 upon the signing of this rental agreement in section 1 overleaf is hereby giving his authorization to SIXT to charge and withdraw any and/or all charges/expenses contemplated, and/or any charges/expenses which though not contemplated but which may arise in relation to this agreement, including but not limited to section B2f of the said rental agreement and all other obligations which the Client assumes upon the signing of the said rental agreement by utilizing the credit card information entered in section 1 overleaf without any limitations or restrictions.

#### DATA PROTRECTION

The Client hereby authorizes SIXT to process his/her personal data, as disclosed in this Agreement, for the purposes of performing its duties and exercising its rights in terms of the agreement or at LAW.

The Client hereby authorises SIXT to disclose his/her personal data, to competent authorities when so requested by the competent authorities:

The Client declares that he/she has been made aware of the fact that SIXT may disclose his/her personal data, in order for SIXT to establish, exercise or defend any legal claim which SIXT may have in terms of this agreement, as well as to issue reminders and notices in respect of late payments due in terms of this agreement.

The Client hereby authorises SIXT to disclose her/her personal data indicated in this agreement to Bands and other Financial Institutions who would have issued the relative credit cards as indicate by the Client in section 1 overleaf, in order for the Banks and other Financial Institutions to take the necessary measures in order to enforce payments due by the Client for all outstanding amount/s due by the Client to SIXT.

The Client hereby declares that he/she has been made aware of the fact that SIXT may disclose his/her personal data to the Insurance company issuing insurance cover on the Vehicle and/or to an insurance broker and/or agent appointed by SIXT to assist in all insurance matters which the client has been duly made aware of upon the signing of the said agreement, and this in order for the insurance company issuing insurance cover on the Vehicle and/or to an insurance broker and/or agent appointed by SIXT to provide the relative insurance cover and to process and handle any claim made by the Client.

The Client hereby declares that he/she has been made aware of the fact that SIXT would, on occasion like to keep the Client informed of products and services which SIXT considers may be of interest to the CLIENT, and should the Client not wish to receive such information, the Client is to disclose such fact to SIXT and SIXT undertakes to refrain from using direct marketing techniques with the Client:

The Client hereby declares that he/she is aware of their rights under the Data Protection Act, including his/her right to access, rectify, block and erase personal data held about himself/herself by SIXT.

#### C. DECLARATION

I the Client hereby expressly, irrevocably and unconditionally declare that I have read the terms and conditions of this agreement, the general terms of hire of SIXT displayed at SIXT's office and the terms and conditions of the insurance policy issued on the Vehicle and my signature overleaf is an unconditional acceptance of all the terms and conditions hereing referred to.