



## **General Terms and Conditions of Purchase for SIXT – Last Updated: 07.2023**

### **§ 1. General information, scope of application, form**

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships concluded by companies in the Sixt Group with business partners and suppliers ("Seller"); the SIXT Group comprises all companies that are directly or indirectly controlled by SIXT SE, in particular Sixt GmbH & Co. Autovermietung KG, Sixt GmbH, Sixt Rent A Car LLC, Sixt rent-a-car AG, SIXT RENT A CAR S.L. and Sixt rent a car Srl.. Control shall be assumed if at least 50 percent of the shares or voting rights are held.

(2) These GTCP shall particularly apply to any contracts concluded for the sale and/or delivery of movable items ("Goods"), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers, and to any contracts concluded for work or services. Unless otherwise agreed, these GTCP shall also apply as a general agreement for similar contracts concluded in the future; in such cases, they shall apply in the version valid at the time the order is placed by the respective Sixt Group company or in the version last communicated to the Seller in text form, without us having to refer to them in each individual case.

(3) These GTCP shall apply exclusively. Any deviating, contrary or supplementary general terms and conditions of the Seller shall only be incorporated in the contract if we explicitly consent to their validity in writing. This requirement of consent shall apply in all cases, including, for example, if we accept a delivery from a Seller without reservation with knowledge of its standard terms and conditions.

(4) Any individual agreements concluded with the Seller (including collateral agreements, supplements and amendments) shall always have priority over these GTCP. The contents of such agreements shall be determined by a written contract or our written confirmation, unless evidence is provided to the contrary.

(5) Any legally relevant declarations and notifications made by the Seller with regard to the contract (e.g. deadlines, reminders, rescission) must be submitted in writing, i.e. in a written or text form (e.g. letter, email, fax). This shall not affect statutory form provisions and other evidence requirements, particularly if there are doubts surrounding the identity of the person submitting the declaration.

(6) Any references to the validity of statutory provisions shall only be made for clarification purposes. Statutory provisions shall also apply without such clarification, unless they are directly amended or explicitly excluded in these GTCP.

### **§ 2. Conclusion of contracts**

(1) Our order (or acceptance of an offer) shall only be considered binding once it has been submitted or confirmed in writing. The Seller must immediately inform us of any obvious errors (e.g. spelling mistakes and miscalculations) and omissions in the order, including the order documentation, for the purposes of correction or completion; otherwise, the contract shall not be considered concluded.

(2) The Seller must confirm our order in writing or execute it without reservation, particularly by shipping the goods, within a period of 2 weeks (acceptance). Late acceptance shall be regarded as a new offer and must be accepted by us.

### **§ 3. Delivery time and delivery delays**

(1) The delivery time indicated in our order shall be binding. If a delivery time is not indicated in the order and has not been agreed elsewhere, it shall be 2 weeks from the conclusion of the contract. The Seller must immediately notify us in writing if it believes it will not be able to meet the agreed delivery time for any reason whatsoever.

(2) If the Seller fails to provide its service, fails to do so within the agreed delivery time, or falls behind with its deliveries, our rights – in particular to rescission and damages – shall be determined by the statutory provisions. This shall not affect the provisions set forth in Paragraph 3.

(3) If the Seller falls behind with its deliveries, we may demand flat-rate compensation amounting to 0.25% of the net price per calendar day but limited to a maximum of 5% of the net price of the delayed goods, in addition to our further statutory claims. We reserve the right to prove that we have incurred greater damages than the figures stated above. The Seller reserves the right to prove that we have incurred a significantly lower degree of damages or no damages at all.

#### **§ 4. Performance, delivery, transfer of risk, default of acceptance**

(1) Without our prior written permission, the Seller shall not be entitled to use third-party companies (e.g. subcontractors) to provide the services incumbent on it. The Seller shall bear the procurement risk for its services, unless otherwise agreed in the individual case (e.g. restriction on stock).

(2) Delivery shall be "freight prepaid" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to the head office of the respective Sixt Group company that has issued the purchase order. The place of fulfilment is also the place of performance for the delivery and any supplementary performance (obligation to provide).

(3) The delivery should be accompanied by a delivery note stating the date (issue and shipment), contents of the delivery (article number, description and quantity) and our order identification (order number, date and contract number). If the delivery note is missing or is incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content should be sent to us separate from the delivery note.

(4) The risk of accidental loss and accidental deterioration in the condition of the goods shall pass to us upon handover at the place of performance. If acceptance is agreed, this shall be binding for the transfer of risk. Acceptance shall also be governed by the statutory regulations for the law on work and services contracts. Handover and/or acceptance shall be deemed to have taken place, if we are in default of acceptance.

(5) Statutory provisions shall apply for the occurrence of our default of acceptance. The Seller must, however, expressly offer us its performance even if an identified or identifiable calendar time has been agreed for any act or involvement on our part (e.g. provision of material). If we are in default of acceptance, in accordance with statutory provisions the Seller can demand reimbursement of reasonable additional expenses. If the contract relates to a non-fungible item to be produced by the Seller (custom-made item), the Seller shall have further rights only if we have committed ourselves to cooperate and are responsible for the failure to cooperate.

(6) If deliveries are made to an external warehouse, these shall be subject to the applicable terms of delivery, in particular regarding delivery times.

#### **§ 5. Prices and terms of payment**

(1) The price specified in the order shall be binding.

(2) Unless otherwise agreed, prices quoted shall include all services and ancillary services of the Seller (e.g. assembly, installation), and all ancillary costs (e.g. correct packaging, transport costs, including any transport and liability insurance).

(3) The agreed price shall be due for payment within 60 calendar days after complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. Invoices must not refer to multiple purchase orders and must contain the following minimum information:

- Order number (purchase order number),
- Service recipient address,
- Article (number, description, quantity),
- Individual price per articles/service,
- Total price and
- Contract number.

Invoices are to be sent to: The SIXT Group company named on the order, stating the full name and address of the registered office of the company. Unless otherwise agreed, the named company shall be the recipient of services and invoices.

Invoices must be sent in electronic form via the Coupa interface or, if this is not possible, to [eingangsrechnungenpdf@sixt.com](mailto:eingangsrechnungenpdf@sixt.com).

In the case of bank transfers, payment shall be deemed to have been made on time if our transfer instruction is received by our bank before the expiry of the payment period; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We shall not be liable for any interest accruing. Payment default shall be governed by the statutory regulations in force.

(5) We shall be entitled to set-off and retention rights and to plead the defence of the contract not being fulfilled as provided for by law. We shall notably be entitled to hold back payments due for as long as claims for incomplete or deficient orders against the Seller are still due to us.

(6) The Seller shall have a set-off or retention right only on account of legally established or undisputed counterclaims.

## **§ 6. Confidentiality and Retention of Ownership**

(1) We shall retain ownership and copyrights to diagrams, plans, drawings, calculations, instructions for execution, product descriptions and other documents. Such documents shall be used exclusively for the performance of contractual obligations and returned to us following completion of the contract. The documents must be kept confidential from third parties, including after the contract has ended. The obligation to maintain confidentiality shall not cease until the knowledge contained in the documents provided has become generally known, if it does become known.

(2) The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items we provide to the seller for production. As long as they are not processed, such items are to be kept separately at the seller's expense and appropriately insured against destruction and loss.

(3) Any processing, mixing, or combining (further processing) by the seller of the items provided shall be carried out on our behalf. The same shall apply to any further processing of the delivered goods by us, with the result that we shall be deemed the manufacturer and acquire ownership of the product no later than the time of such further processing in accordance with the statutory provisions.

(4) Transfer of the goods to us shall take place unconditionally and regardless of whether the price has been paid. If, however, in individual cases we accept a transfer offer of the seller that is conditional upon payment of the purchase price, the seller's right of ownership shall cease no later than upon payment of the purchase price for the delivered goods. We shall remain authorised to resell the goods in the proper and orderly course of business even before payment of the purchase price on the basis of assignment of the resulting future claims (alternatively, simple retention of ownership extended to resale shall apply). All other forms of retention of ownership, particularly extended and forwarded retention of ownership and retention of ownership extended to further processing, shall thus be excluded in any case.

## **§ 7. Defective Delivery**

(1) Unless otherwise agreed below, the statutory provisions shall apply with respect to our rights in the case of defects of quality or title in the goods (including incorrect and short deliveries, improper assembly and defective instructions for assembly, operation, or use) and other breaches of duty on the part of the seller.

(2) The seller shall be liable in particular for ensuring that the goods are of the agreed quality at the time the risk passes to us. In any case, the product descriptions that are the subject matter of the respective contract – particularly due to descriptions or references in our order – or were incorporated into the contract in a similar manner to these General Terms and Conditions of Purchase shall be deemed an agreement regarding quality and condition. In this connection, it shall make no difference whether the product description originates from us, the seller, or the manufacturer.

(3) Any statutory duty to examine goods shall be limited to defects that come to light through an external appraisal, including of the delivery documents, at our incoming goods inspection as well as through spot checks at our quality inspection (e.g. transport damage, incorrect and short deliveries) or can be detected through spot checks at our quality inspection. No examination shall be required if an acceptance inspection has been agreed. Otherwise this shall depend on the extent to which an examination is feasible in the proper and orderly course of business taking into account the circumstances of the individual case. Our duty to give notice of any defects discovered at a later time shall remain unaffected. Notwithstanding our duty to examine goods, our complaint (notice of defects) shall in any case be deemed immediate and timely if it is sent within eight working days of discovery or, in the case of obvious defects, delivery.

(4) Supplementary performance shall also include disassembly of the defective goods and reassembly if, due to their nature and intended purpose, the goods were incorporated into or attached to another item; our legal claim to compensation for any relevant expenses shall remain unaffected. The expenses incurred by the seller in the course of checks and supplementary performance shall be borne by the seller even if it transpires that there was in fact no defect. Our liability for damages based on making unjustified requests for the removal of defects shall remain unaffected; however, we shall be liable to this extent only if we recognised or were grossly negligent in failing to recognise that there was no defect.

(5) The following shall apply notwithstanding our statutory rights and the provisions in paragraph (4) : If the seller does not fulfil its obligation to render supplementary performance within an appropriate time limit set by us, either by removing the defect (rectification) or delivering an item without any defects (substitute delivery) at our option, we may remove the defect ourselves and demand compensation or appropriate advance payment from the seller for the expenses incurred in this connection. The setting of a time limit shall not be required if the supplementary performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety, or the impending occurrence of disproportionate damage); we shall inform the seller of any such circumstances without delay and if possible in advance.

(6) In the case of a defect of quality or title, we shall otherwise be entitled to a reduction of the purchase price or to withdraw from the contract in accordance with the statutory provisions. We shall furthermore be entitled to claim compensation and reimbursement of expenses in accordance with the statutory provisions.

## **§ 8. Manufacturer's liability and insurance**

- (1) If the seller is responsible for any product defect, they shall indemnify us from the claims of third parties to the extent to which the underlying cause falls within their sphere of control and organisation and they are themselves liable to third parties.
- (2) Within the context of their indemnification obligation, the seller undertakes to reimburse expenses which are incurred from or in relation to any claim asserted by a third party including any recall actions undertaken by us. We will inform the seller - as far as possible and reasonable - about the content and extent of recall measures and give them the opportunity to make a statement. Further legal claims remain unaffected.
- (3) The Seller shall at its own expense, obtain and maintain business liability insurance and product liability insurance of adequate coverage in line with industry standards, with a reputable and financially solvent insurance company. At any time upon our request, Seller shall immediately provide us with proof of existence of and the extent of coverage of such insurance.

## **§ 9. Limitation**

- (1) The reciprocal claims of the contracting parties shall expire in accordance with the legal provisions, unless otherwise agreed in the following.
- (2) Notwithstanding any longer limitation periods under applicable law, , the general period of limitation for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence with acceptance. Claims arising from defects of title shall not expire for as long as any relevant third party can still assert the claim against us – particularly in the absence of limitation.

## **§ 10. Social responsibility and compliance**

- (1) SIXT Group attaches great importance to responsible and sustainable value creation in its entire range of services (see also the policy statement on our human rights strategy, which can be found under <https://about.sixt.com> in the category "Responsibility" "Compliance"). We owe our success to excellent business policy as well as legally compliant and ethically impeccable behaviour. We have set out our expectations to business partners in this regard in our Code of Conduct for suppliers and service providers (Supply Code of Conduct). It is available under <https://about.sixt.com/download/supplier-code-of-conduct/>
- (2) The Seller confirms, that the Seller has viewed and retrieved the Supply Code of Conduct and accepts it as being applicable to all business relationships with us. The Seller undertakes to comply with and promote the agreed principles and to fulfil all its obligations as set out therein.
- (3) The Supply Code of Conduct can only be implemented successfully if grievances are communicated and addressed openly and clearly. Indications of any misconduct can be reported through the SIXT whistleblower system. The whistleblower system can be accessed as follows: <https://sixt.integrityline.com/>

## **§ 11. Choice of law and place of jurisdiction**

- (1) These GTCP and the contractual relationship between us and the Seller, also regarding its interpretation, shall be governed by and construed in accordance with the laws of the country (and state or province if applicable) of the principal place of business of the respective Sixt Group company who conducted the order under exclusion of international uniform law, particularly of the UN Sales Convention. In case the contractual relationship is with several Sixt Group companies whose places of business are in different countries, the laws of the Federal Republic of Germany under exclusion of international uniform law, particularly of the UN Sales Convention shall apply.
- (2) The parties agree that the courts having jurisdiction over the respective buying Sixt Group company shall have exclusive jurisdiction and venue for any action or proceedings commenced under these GTCP or the respective contractual relationship. In case the contractual relationship is with several Sixt Group companies whose places of business are in different countries, the exclusive place of business shall be Munich, Germany. TO THE EXTENT APPLICABLE THE PARTIES KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION WAIVE ALL RIGHTS TO A JURY TRIAL OF ALL DISPUTES ARISING OUT OF OR RELATED TO THESE GTCP. However, we are in all cases entitled to also take legal action at the place of performance of the delivery obligation in accordance with these GTP or of an overriding individual agreement, or at the place of general jurisdiction of the seller. Overriding statutory provisions, in particular those related to exclusive jurisdiction, shall remain unaffected.