## TERMS AND CONDITIONS SIXT MEXICO

#### **CLAUSES**

FIRST: The object of the following Agreement consists that THE LESSOR grants the personal and temporary use of the vehicle indicated on the face page of this Agreement TO THE LESSEE, through the payment of the rental price established on the face page of this Agreement.

SECOND: THE LESSOR leases to THE LESSEE, which name (s) appears on the face page of this Agreement the vehicle object to this Agreement, which is in normal mechanical and body conditions, recorded in the respective inventory, with the mileage (kilometers) meter sealed and in normal conditions of use, with its complete accessories, the parties agreeing that the leased vehicle is destined solely and exclusively for the transport of THE LESSEE and its companions and can only be handled by THE LESSEE or by the driver or drivers that THE LESSOR indicates and authorizes and which are mentioned in the face page of this Agreement, being obliged to prevent another person from making use of the vehicle. Likewise, THE LESSEE receives, except for hidden defects, to its entire satisfaction, the reference vehicle and undertakes to pay THE LESSOR at the termination of the Agreement and at market prices, the missing accessory (ies) and part (s) of the vehicle received at the moment of the delivery of the vehicle.

THIRD: The forced term of this Rental Agreement is stated in the face page of this Agreement and is never considered extended by any of the parties, without this being declared, in a new Rental Agreement.

FOURTH: The characteristics, spare parts, conditions, and general documents of the vehicle, which THE LESSOR delivers in this act to THE LESSEE, are described in the detailed inventory in the face page of this Agreement, which forms an integral part of the present document.

FIFTH: THE LESSEE will pay as the price for the rental of the vehicle, the amount stated in the face page of this Agreement, by means of a credit card, or any other means of payment accepted by THE LESSOR in the place where the Agreement is celebrated. The total price of the rental will be calculated taking into account the cost of daily rent or mileage (kilometers), in accordance to what was agreed to by both parties in the face page of this Agreement. The same will be caused from the moment this Agreement is signed, in virtue, of THE LESSEE, from this moment, to be in full possession of the vehicle, until the date in which it is returned, to its full satisfaction, by THE LESSOR.

SIXTH: THE LESSEE undertakes to return the rented vehicle with only normal wear and tear, precisely at the time and date agreed, at the address of THE LESSOR, in which the return facility was agreed, as stated in the face page of this Agreement. In such a way that the vehicle does not suffer additional deterioration by its use in normal conditions. If the vehicle is not returned in the place indicated in this Agreement, THE LESSEE, must obtain, prior to that return, the authorization of THE LESSOR and in any case, must pay the amount of the rent corresponding to the time delay of the transfer of the vehicle to the address of THE LESSOR where the vehicle was delivered, plus the verifiable expenses that are caused in said transfer, applying in any case, the pre-established rate on the face page of this Agreement.

SEVENTH: In case THE LESSOR had to enforce any legal action, to obtain payment from THE LESSEE, or to obtain the return of the vehicle when it proceeds legally, the own LESSOR can opt to follow the procedures signaled in the Articles, 443, fraction IV, 449, 451, and 452 of the Code of Civil Procedures for Mexico City and consentient in the different cities and states of the Mexican Republic, for the purpose of obtaining within the executive route, the payment of the benefits referred to above and/or the return of the vehicle or by the corresponding procedure against THE LESSEE, in the criminal court, in case of retention or disposal of the leased vehicle.

EIGHTH: THE LESSEE shall deliver at the offices of THE LESSOR a deposit for the sum indicated in the face page of this Agreement, as guarantee of the faithful and punctual fulfillment of each and all of its obligations. THE LESSOR shall issue a receipt for this deposit, which shall contain at least the name or corporate name of the same, date, amount of deposit, name and signature of the person who receives it and serves as proof, so that once completed the respective lease, said deposit is returned or applied as payment of the balance, if any. THE LESSEE expressly authorizes THE LESSOR to fully or partially dispose of the aforementioned deposit in order to collect, upon prior verification, the stipulated benefits, and the replacement of shortages and the repair of defects, on the understanding that if the deposit is insufficient to cover the amounts owed to THE LESSOR, THE LESSOR may claim payment judicially.

NINTH: The rented vehicle may not leave the boundaries of the Mexican Republic, without previous consent in writing, in which case is granted by THE LESSOR; In case of non-compliance with the provisions of this clause, obtain immediate possession of the vehicle, in

the conditions and state which it is located, being this cause of recess of the present Agreement, by which THE LESSEE, will be responsible for the expenses that are generated for the recovery of the vehicle.

TENTH: The following are obligations of THE LESSEE and, where applicable, of the drivers authorized by THE LESSOR.

- 1. To drive the leased vehicle, under the respective driver's license, granted by the legal channels and by the competent authorities, respecting the Federal, State and Local Regulations and Laws of Transit.
- 2. Do not drive the vehicle while intoxicated or under the influence of drugs.
- 3. Do not make use of the vehicle in a lucrative form or sublease it.
- 4. Do not use the vehicle to tow trailers, unless expressly authorized in writing by THE LESSOR.
- 5. Do not overload the vehicle in relation to its normal strength or capacity.
- 6. Regularly check the engine oil levels and the radiator water level, and check the air pressure of the vehicle's tires.
- 7. Maintain the vehicle locked, safeguarding the vehicle in a closed place and watching when it is parked.
- 8. Do not participate with the vehicle, direct or indirectly, in races or tests of safety, resistance, or speed.
- 9. Do not drive the vehicle in gaps or unpaved roads responding, as the case may be, to the damage caused by it.
- 10. Do not drive explosive or flammable materials, drugs, narcotics or any forbidden/illegal substances inside the vehicle, even if such transportation is done within the legal norms.
- 11. Pay the amount of the penalties and any other charge or expense imposed for the violation of any Law(s) or Regulation(s) of Transit that may be caused. THE LESSOR, may collect these charges at the same time that the amount of the rental is covered or after the fact.
- 12. Do not repair the vehicle at any place without prior authorization from THE LESSOR, and notify THE LESSOR immediately how to proceed at the following telephone number, toll free from Mexico, 01800 830 1010.
- 13. In general, THE LESSEE is not allowed to use the vehicle in a different way or purpose other than those stipulated in this Agreement, and is responsible for the possession of the same.

ELEVENTH: THE LESSEE shall respond in accordance with the legal provisions for:

- 1. Damages to third party goods, property or person(s) with the vehicle.
- 2. Damages to people or things travelling inside the vehicle.
- 3. Damages suffered by the vehicle in the time that the vehicle is in physical or legal possession of THE LESSEE.

TWELFTH: If during the term of this Agreement, the vehicle subject to it, suffers any accident, damage caused by a fortuitous event or total theft, THE LESSEE shall notify on the same day and moment in which he has knowledge of the fact, both to THE LESSOR and to the competent authorities which must know; the delay in the notice is considered a breach of this Agreement and generates the responsibility of THE LESSEE to compensate THE LESSOR for the damages that he suffered due to this delay.

THIRTEENTH: The liability of THE LESSEE for causes attributable to the same, regardless of what is stipulated in the previous clause, in case of total theft, is the commercial sale value as indicated in the Blue Book at the moment of the theft and in case of rollovers or collisions, the amount provided by the valuation of an authorized agency of the respective brand.

FOURTEENTH: THE LESSEE shall be liable for damages to persons or objects, damages to the rented vehicle itself, and damages suffered by passengers travelling in the vehicle itself, as well as for total theft of the vehicle. THE LESSEE may cover such risks choosing to book any of the damage waivers specified in the attached document.

FIFTEENTH: THE LESSOR is not responsible for personal belongings forgotten by THE LESSEE inside the vehicle, nor in their offices, and it is not responsible for the damage or demerit that they may suffer when they are transported in the same vehicle. Please check for all your personal belongings before returning the vehicle and leaving our facilities.

SIXTEENTH: In the case, THE LESSEE has hired the rental of the vehicle on the base of mileage (kilometers) travelled, these will be determined by the lecture of the mileage (kilometers) recorder (odometer) installed by the manufacturer of the vehicle, having stipulated that, if, during the term of the rental, any damage or breach of the protective seals of said mileage (kilometers) recorder occurs, by fault of THE LESSEE, both parties agree that the rental price shall be calculated taking into account 1000 kilometers (miles) per day at the price per kilometer (miles) originally agreed and established on the face page of this Agreement, during the term in which the vehicle is in possession of THE LESSEE.

SEVENTEENTH: If there is a mechanical or electric damage to the vehicle, THE LESSEE must report this fact to THE LESSOR immediately following, and in any case, THE LESSEE shall remain liable in the event that the damage is caused by any act that is imputable to him/her, such as blow, overload, abnormal use of the vehicle, etc.

In the event that the damage is not the responsibility of THE LESSEE, THE LESSOR is obliged to replace such vehicle with another in good condition, as soon as possible, after THE LESSEE has reported the failure to THE LESSOR, provided that the vehicle is located in the city in or near the address of THE LESSOR. In the case of being outside the metropolitan area, a period of approximately 24 hours for the replacement of the vehicle is considered.

In the event of loss of keys, THE LESSOR will send THE LESSEE roadside assistance within approximately 24 hours following the moment of being informed of their loss, or of being informed that the vehicle was closed with the keys inside, as long as the vehicle is located within the metropolitan area where the address of THE LESSOR is located. This represents a variable cost and in the case of having a duplicate available, otherwise, the responsibility falls on THE LESSEE to contact a locksmith and pay for a duplicate.

EIGHTEENTH: For any complaint, claim or non-conformity, THE LESSEE can communicate to the telephones of THE LESSOR or personally appear in the address of the latter in days and times of public attention that appear in the face page of this Agreement.

NINETEENTH: For the purpose of this Agreement, the address of THE LESSOR is located at, Ave. Vasconcelos 210 Ote. Piso 10, Colonia Residencial San Agustín, San Pedro Garza García, N.L. C.P. 66260 and as the address of THE LESSEE the one indicated in section 1 of the face page of this Agreement.

TWENTIETH: In any controversy that may arise regarding the interpretation or fulfillment of the present Agreement, the parties submit to the jurisdiction of the competent courts in the State of Nuevo Leon, based in the city of Monterrey, expressly waving any jurisdiction that may correspond to them, due to their present or future addresses or for any other reason.

### IMPORTANT DOCUMENTS

The renter and the driver have to be in possession of a valid driving license, which must be presented at time of the rental and during the complete rental period. A driving license printed with a non-Roman Alphabet (Arabic, Japanese, Cyrillic, etc.) must be complemented by an International driver's license.

The renter and the authorized drivers must present their driver's license, a valid ID card or passport at time of pick up. For Mexican Citizens, you can present your valid IFE or INE with minimum 2 years of antiquity or your passport.

AGE RESTRICTIONS: The minimum age to rent a vehicle in Mexico is 21 and the driver must be in possession of a valid driver's license for at least 2 years. A Young Driver Surcharge of 9.28 USD per day applies for drivers under 25 years. The maximum age to rent a vehicle in Mexico is 75.

ADDITIONAL REQUIERMENTS: Sixt reserves the right to decline a rental of a specific vehicle if any of our rental requirements are not met.

### RATES AND CONDITIONS OF PAYMENT

IN GENERAL: All major international Credit Cards - such as American Express, Diners Club, Eurocard/Mastercard and Visa - are accepted. The renter must be the owner of the presented means of payment, which must be presented and be valid at the start of the rental. Credit Cards will be accepted only with the name of the cardholder imprinted on the card. We do not accept any prepaid cards or debit cards (Visa Electron), checks or cash. The primary driver must present his credit card, driver's license, and valid ID at the moment of pick up.

BANK AUTHORIZATIONS: An advance charge approval is obtained for the chosen means of payment as a security. The exact deposit is determined on collection since the amount is dependent on the vehicle. If LDW insurance is declined a higher deposit of up to 20% of the value of the vehicle may be taken from the credit card. Please note, that payments with credit card may require the PIN of the credit card.

PRE PAID RATES: The authorized driver details and method of payment will be confirmed at reservation stage and cannot be amended. The confirmed credit card should be valid and available for presentation on collection of the vehicle. All extra costs that occur during the car rental will be charged to this credit card. By booking a prepaid rate, the credit card will be charged before the start of rental, directly with the estimated total amount of rental. The amount that will be charged on your credit card comprises the price of the rental as well as

all additional extra fees. The rental charge (plus any other charges agreed, e.g. exemptions from liability, delivery charges, airport charges etc.) plus Value Added Tax in the statutory amount applicable from time to time must, as a matter of principle, be paid in full for the agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund.

#### SPECIAL RENTAL INFORMATION BY BOOKING PRE PAID RATES

CHANGE BOOKING: A booking can be changed up to 48 hours before the start of the rental (upon availability) in return for an alteration charge of 26.80 USD. 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: A booking can be cancelled before the start of the rental. In the event of cancellation, the payment already made towards the rental will be paid back subject to a cancellation charge. The cancellation charge shall be the amount of the rental charge (including any extras and charges) for a maximum of three rental days. Cancellations can be made online or in writing and must be addressed to: Sixt Mexico Headquarters, Xix de Mexico S.A. de C.V., Ave Vasconcelos # 210 Piso 10, Residencial San Agustín, San Pedro Garza Garcia, Nuevo León, C.P. 66260 Mexico, Email: <a href="mailto:reservaciones@sixt.com.mx">reservaciones@sixt.com.mx</a>.

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.

#### **INSURANCE ESPECIFICATIONS**

### THIRD PARTY INSURANCE (TI)

#### **COVERAGE**

Protection coverage for the vehicle rented includes Third Party Liability with a maximum cover of 350,000.00 MXN for personal injuries and material damages.

Excluded from the protection is the use of the vehicle for the transport of dangerous goods. All protection as part of the rental contract will become void, in particular, if an unauthorized driver has used the vehicle or if the driver of the vehicle does not possess the required driver's license at the time of the event-giving rise to claim.

## INSURANCE COVERAGE 0% DEDUCTIBLE: LDW (LOSS DAMAGE WAIVER) + TOP COVER LDW

### **COVERAGE**

THIRD PARTY LIABILITY: Up to \$350,000.00 Mexican Pesos per event.

MATERIAL DAMAGES: Up to the vehicle value.

TOTAL THEFT: Up to vehicle value DEDUCTIBLE: Non-Applicable.

PARTIAL DAMAGE OR THEFT: Not included. All the damages made to the vehicle that are not a result of a collision are not included in this insurance (i.e. Dents or scratches in any area of the vehicle) also in case of damaged or stolen auto parts like mirrors, windshield, rims, rims cover, tires, spare tire, antenna, keys, gas cap, grille, lights, tail lights, bumpers, plates, etc.

If LDW is already included in the rates, the renter can choose Super Top Cover LDW to eliminate the Non-Waiverable Responsibility. If Super Top Cover LDW is accepted, customer is only responsible for the following amounts: 0.00 USD.

### INSURANCE COVERAGE 5% DEDUCTIBLE: LDW (LOSS DAMAGE WAIVER)

COVERAGE THIRD PARTY LIABILITY: Up to \$350,000.00 Mexican Pesos per event.

MATERIAL DAMAGES: Up to 95% of the vehicle value.

TOTAL THEFT: Up to 95% of the vehicle value

DEDUCTIBLE: 5% of current vehicle value in the accident day.

PARTIAL DAMAGE OR THEFT: Not included. All the damages made to the vehicle that are not a result of a collision are not included in this insurance (i.e. Dents or scratches in any area of the vehicle) also in case of damaged or stolen auto parts like mirrors, windshield, rims, rims cover, tires, spare tire, antenna, keys, gas cap, grille, lights, tail lights, bumpers, plates, etc.

If LDW is already included in the rates, the renter can choose Top Cover LDW to reduce the Non-Waiverable Responsibility. If Top Cover LDW is accepted, customer is only responsible for the following amounts: 5% of the value of the car.

Deductible Amount	Vehicle Category
750.00 USD	MCMR, EBMN, EDMN, EDMR, CCMR
900.00 USD	CCAR, CDMR
1,400.00 USD	IDMR, IDAR
1,650.00 USD	SDMR, SDAR, FDAR, PDAR, LDAR
1,800.00 USD	CFMR, IFAR SFAR, SFMR
2,800.00 USD	SVAR
2,800. 00 USD	IQMR, SQMR
2,800.00 USD	FFAR, FFMR, PFAR, LFAR
2,800.00 USD	CNMN, OVMR
2,800.00 USD	FVAR, XDAR, XFAR, XXAR

## INSURANCE COVERAGE 10% DEDUCTIBLE: LDW (LOSS DAMAGE WAIVER)

#### **COVERAGE**

THIRD PARTY LIABILITY: Up to \$350,000.00 Mexican Pesos per event.

MATERIAL DAMAGES: Up to 90% of the vehicle value.

TOTAL THEFT: Up to 90% of the vehicle value

DEDUCTIBLE: 10% of current vehicle value in the accident day.

PARTIAL DAMAGE OR THEFT: Not included. All the damages made to the vehicle that are not a result of a collision are not included in this insurance (i.e. Dents or scratches in any area of the vehicle) also in case of damaged or stolen auto parts like mirrors, windshield, rims, rims cover, tires, spare tire, antenna, keys, gas cap, grille, lights, tail lights, bumpers, plates, etc.

If LDW is accepted, customer is only responsible for the following amounts: 10% of the value of the car.

Deductible Amount	Vehicle Category
840.00 USD	MCMR, EBMN, EDMN, EDMR, CCMR
1,160.00 USD	CCAR, CDMR
1,750.00 USD	IDMR, IDAR
2,170.00 USD	SDMR, SDAR, FDAR, PDAR, LDAR
2,280.00 USD	CFMR, IFAR SFAR, SFMR
3,400.00 USD	SVAR
3,400. 00 USD	IQMR, SQMR
3,400.00 USD	FFAR, FFMR, PFAR, LFAR
3,700.00 USD	CNMN, OVMR
4,575.00 USD	FVAR, XDAR, XFAR, XXAR

If LDW is not accepted the customer will be held liable for the full value of the car, and as a security measure, a higher amount, up to 20% of the value of the vehicle, on the customer's credit card will be blocked. Having occurred an accident, Sixt Mexico will charge the whole amount of the damage to the client's credit card. In case the client has a protection with an external party, the client needs to direct his claim to the external party he has protection with.

## PERSONAL ACCIDENT INSURANCE (PAI/PAP)

#### **COVERAGE**

Personal Accident Protection covers the customer and/or Authorized Driver and each passenger up to the legal passenger capacity of the vehicle for medical expenses, hospitalization and ambulance expenses; resulting from corporal injuries while the customer and his

companions are in the car (stopped or in motion) at the time of the accident, up to a total of \$40,000.00 Mexican Pesos per person. The total sum covered with the PAI/ PAP goes up to 200,000.00 Mexican Pesos per vehicle.

## ADDITIONAL LIABILITY INSURANCE (ALI) / SUPPLEMENTAL LIBAILITY INSURANCE (SLI)

If purchased Supplemental Liability Insurance (SLI) protects you against claims made by a third party for bodily injury and/or property damage sustained as a result of an accident while you are operating a rental vehicle.

The limits of liability coverage for damage/destruction of their property or personal injury to a third party will increase from \$350,000.00 up to \$5,000,000.00 Mexican Pesos.

Supplemental Liability Insurance (SLI) does not cover all situations that may arise while operating a rental vehicle. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the vehicle, and other exclusions.

REQUIREMENTS IN CASE OF THEFT OR COLLISION: The customer must call Sixt México at 01 800 830 1010, the insurance company and the local law enforcement authorities in any accident, if not, this protection is void. The documentation of the incident through an accident report, photos, pre / post rental format inspection, etc., is required. The accident report and pre/post rental format verification will be provided by Sixt staff.

# **GENERAL REQUIREMENTS**

TERRITORY: Within the Mexican Republic. We allow travels to USA, for those the customer must purchase an insurance to enter that country. In case of car accident the rental vehicle must be returned to Mexican territory by the authorized driver. Cross Border Rentals at the north borderline are allowed on request. Please contact the local rental station. Cross Border Rentals through the southern borders are prohibited. In case of offence against Cross Border & Territorial Restrictions, all protections lose their validity. It is not allowed to travel to Mexico City if the car is rented outside of federal State of Mexico.

ONE-WAYS: All One-Way Rentals are on request. Please contact the local rental station. For One-Way-Rentals within Sixt Mexico locations, a charge of 0.928 USD/km applies. International One-Way Rentals are not allowed.

MECHANICAL FAILURE: In case of mechanical failure the customer can't leave the vehicle abandoned until a Sixt employee, insurance crew or police / traffic official is present.

ADDITIONALS: Traffic Fines, infractions, towing expenses, administrative expenses, vehicle storage impound expenses and any other expenses due to client negligence are not included in this insurance and customer must pay for them with or within the rental period.

REGULATIONS AND TRAFFIC LAWS: The customer is responsible to drive at all the times during the period of the contract with Sixt complying with the federal, state and local regulations and traffic laws. For example, no driving under the influence of alcohol or drugs, a valid and updated driver's license is mandatory, respect speed city limits at all times, follow school zone rules, do not cross any red light, use the appropriate and safe parking areas. In case of any fine derived of not complying with the Mexican laws the customer must pay all the expenses and lawyer's fees; also must be registered in the contract as authorized driver.

INSURANCE/POLICE REQUIREMENTS: Customer must provide all the documents and testimonials required by police department and insurance company, delivering valid proofs and truthful information. If the insurance company determines that the accident was product of customer negligence or lack of accurate information Sixt will collect the amount of the vehicle repair or reposition from the customer.

TIRE REPLACEMENT: All the vehicles have an equipment for tire exchange and a spare tire. The tire exchange is the responsibility on the vehicle user.

CHARGE OF DAMAGES, DEDUCTIBLES & ADDITIONALS: Charges generated for vehicle repair concepts, deductibles or any other additional in the contract will be made directly in the method of payment provided by the customer; without the need for prior notice of such charges. Sixt, considering that the vehicle is as soon as possible in a condition to be used again chooses the repair shops used.

FUEL & REFUELING: The missing fuel liters will be charged in two concepts, GAS (according to the liter at the market price) and SERV. GAS (Charge by service of refueling); According to the capacity of the tank of the rented vehicle which is measured in eighths. If the prepaid fuel service is purchased, the cost to charge will be only GAS (according to the liter at the market Price).

EXCHANGE RATE: The rates or extras like insurance, GPS, baby seats, etc. that are accepted in the contract will be converted into Mexican pesos according to the exchange rate of the day on which the initial contract of the rental vehicle is generated.

CONTRACT WITHOUT INSURANCE COLLISION & THEFT COVERAGE: In the case of not acquiring collision and theft insurance with some coverage at the beginning of the lease, the customer is responsible for all the expenses that imply that the Sixt vehicle returns to the rental office in the same conditions in which it was delivered; It will be charged the rental for the total of natural days that this process lasts. In addition to that the client must terminate all processes with municipal, state, federal and other institutions. This will apply for the cases of Collision (implies arrangement with the third party involved, transit/police, repair expenses, towing expenses, administrative expenses, vehicle storage impound expenses, etc.), Total Loss (the vehicle will be charged according to the invoice value thereof), Total Theft (report in the Public Prosecutor's Office, the vehicle will be charged according to the invoice value thereof), Partial Theft (replacement and installation of missing parts), Partial Damage (replacement parts, repair, etc.), since insurance company is not obliged to become involved by declining such protection.

# **EXTRAS, FEES, AND TAXES**

DELIVERY AND COLLECTION: Delivery/Collection Service during opening hours is on request. Please contact the local rental station. Within city limits, and during opening hours a Delivery/Collection Service charge of 0.57 USD applies per km. Delivery/Collection Service out of opening hours and within city limits, is on request. Please contact the local rental station and note that a Delivery/Collection Service charge of 0.86 USD applies per km.

ADDITIONAL DRIVER: An Additional Driver Surcharge of 11.60 USD per day, max. 162.40 USD per rental applies.

PREMIUM LOCATION FEE: A Premium Location Surcharge of 19.5% on the non-reduced total rental amount per rental is charged at locations of special interest. Those are airports and some city locations.

CONTRACT FEE: A Contract Fee of 6% applies on all rentals.

TAXES: All rates include tax/VAT (if incurred).

The preceding information is a summary only and is subject to all provisions, limitations and exceptions of the insurance policy and rental agreement