

GENERAL TERMS & CONDITIONS OF RENTAL - LUXIANE CAR SARL

Article 1: CONDITIONS TO BE FULFILLED FOR RENTALS

The Customer must provide all documents required for their rental agreement to be drawn up, such as ID and a valid driving licence. Any Customer or second driver must be at least 23 years old and provide proof of having held a driving licence for more than one year. Said period may be longer for certain vehicle categories.

Article 2: COLLECTION AND RETURN OF THE VEHICLE

The vehicle is made available to the Customer at the agreed location, and they must return it to the same place at the time indicated on the agreement. The Customer must have the rental company's authorization to extend the rental period, subject to legal action being brought for misappropriation of the vehicle and breach of trust. The vehicle must be returned with the same level of cleanliness, both interior and exterior. Failing this, a cleaning charge will be billed in an amount of 20 euros. This charge may be higher if seats are soiled.

Article 3: VEHICLE CONDITION

The Customer recognizes that the vehicle has no marks on the bodywork apart from any that might have been recorded on the inspection sheet, is in good working order and is clean.

Any deterioration of tyres or wheel trims will be charged to the Customer.

Article 4: RENTAL / MAINTENANCE

The Customer shall be solely responsible for the vehicle from its collection until it is returned on the date stipulated on the agreement. The rental is divided into 24-hour periods. The rental charge and deposit amount are established upon booking or at the latest when the agreement is signed. The Customer must pay these two amounts when collecting the vehicle. The deposit must be paid by pre-authorizing a credit card only: *Carte Bleue*, Visa or Mastercard. Maestro and Electron cards are not accepted.

The Customer authorizes the rental company to deduct from their deposit any sums due (accident, cleaning not carried out, fuel not filled up, etc.).

In the event of an accident, the deposit will be debited upon the vehicle's return. If the amount of repairs proves to be less than the amount deducted, the Customer will be refunded, having deducted any costs from the difference, within one month.

For any rentals exceeding 15 days, the Customer must check tyre pressure, levels of cooling liquid and windscreen washer fluid, etc. They must also inform the rental company immediately of any malfunction observed during the course of the rental (unusual noises, warning lights, etc.).

For any rental exceeding 21 days, the rental company may need to perform a service of the vehicle; in this case a courtesy vehicle of a similar category will be made available to the Customer, and such courtesy vehicle may have a manual or automatic gearbox and run on petrol or diesel. The Customer may not under any circumstances object to such a service, and if they do so they will be fully liable for any mechanical or other issue that might affect the vehicle.

ARTICLE 5: KEEP AND USE OF THE VEHICLE

The Customer undertakes not to allow the vehicle to be driven by persons other than themselves or persons specified in the agreement for whom they act as guarantor in accordance with Article 1384 of the Civil Code. They also undertake to ensure that the vehicle is not used:

- By a person under the influence of alcohol, unlawful substances or any other imbibed substance that affects reflexes that are essential for driving,
- To propel or pull vehicles of any sort or trailers,
- To carry passengers or goods for payment,
- To carry dangerous (inflammable or explosive) goods or those that might release unpleasant odours.

Furthermore, the Customer may not under any circumstances assign, sell, mortgage or pledge this

agreement, the vehicle, its equipment or instruments, or treat them in such a way as to cause the rental company to suffer prejudice.

- In competitions of any kind,
- To give driving lessons,
- To carry a number of passengers exceeding the number authorized, or for a load the weight of which exceeds the vehicle's payload.

The Customer is subject to all legislative, regulatory, customs or other obligations and any other laws, and undertakes in particular to observe the highway code and to use the vehicle carefully and with due diligence.

ARTICLE 6: INSURANCE

Only drivers named on the rental agreement shall be deemed to be insured parties under the Rental Company's insurance policy.

- a. The Customer and any authorized and informed Customer therefore undertake to act as insured parties under an automobile insurance policy a copy of which is available to the Customer at the rental company's main establishment. The policy covers unlimited third-party damage according to the regulations in force.
- b. The Customer hereby approves said policy and undertakes to comply with the clauses and conditions thereof.

Moreover, the Customer undertakes to take every necessary measure to protect the rental company's interests and those of the rental company's insurance company in the event of accident during the course of this agreement, and in particular:

- to declare any accident, theft or fire to the rental company within 24 hours and to report any theft or personal injury to the police authorities immediately,
- to state in the accident report the circumstances, names and addresses of any witnesses, the name and address of the adverse party's insurance company, and the policy number,
- to attach to such statement any police report, statement of claim receipt, etc.,
- under no circumstances to discuss liability or negotiate or enter into compromise with third parties concerning the accident,
- not to abandon said vehicle without ensuring that it is safe and secure.

- c. If there is an accident with damage to the vehicle resulting from a collision with a third party or a fixed or moving body, an excess according to the tariff in force must be paid by the Customer.

Failing to supply a joint insurance statement or accident report within 24 hours will lead to all repairs ensuing from the accident being billed.

However, the Customer shall remain liable for any and all damage caused to upper parts of the bodywork following collisions with fixed items (bridges, tunnels, porches, tree branches and other overhanging objects).

The same applies to damage caused to bodywork and mechanical parts located under the vehicle (front suspension, oil sump, etc.). The Customer shall also be fully liable for any damage caused to the vehicle following use that is not permitted by the manufacturer or off-road use, and for any deterioration to interior fittings.

- d. The rental company shall not be liable for any loss or damage caused to any goods or items of value of any kind that are carried and left in or on said vehicle after its return.

Moreover, the rental company's liability may not be sought for any loss or damage caused by the Customer or to any third party by loading or unloading the vehicle, including damage caused by or to a vehicle door.

- e. The Customer is the vehicle's legal keeper as per Article 1384 of the Civil Code: they undertake to ensure that it is locked when not in use. In the event of theft, it is covered by the rental company's

insurance company, subject to compliance with paragraph "b" of Article 6 of these Terms & Conditions and the condition of returning the keys, registration documents and the certificate issued by the competent authorities upon filing a complaint for theft.

- f. The vehicle is insured only for the rental period indicated on the reverse of this document. After that time, and unless an extension is accepted, the rental company declines all liability for accidents that the Customer might cause, and the latter must deal personally therewith.

ARTICLE 7: FUEL

Fuel is to be purchased by the Customer. If the vehicle is not returned with the same amount of fuel as initially provided, filling costs of 10 euros will be charged in addition to missing fuel at 15 euros per gauge mark. Any additional fuel added by the Customer will not under any circumstances be refunded, and shall not compensate in any way for vehicle cleaning that has not been carried out.

ARTICLE 8: FINES

The Customer shall be held liable for any fines, tickets or any customs proceedings against them; consequently they undertake to reimburse the rental company any such costs that might be paid in their stead. Costs of processing fines **received whilst the vehicle is hired or after the Customer's departure** will be charged at 20 euros, which must be paid to the rental company without delay.

ARTICLE 9: IMPEDIMENTS OF THE RENTAL COMPANY

The Customer may under no circumstances claim damages, either for delays in delivery of the vehicle or due to cancellation of the rental or immobilization in the event of breakdown or repairs or services carried out during the rental period.

ARTICLE 10: DURATION OF AGREEMENT / CANCELLATION

The rental is granted for a specific period stated on the reverse of this agreement.

If the vehicle is not returned to the rental company on the agreed date, and if there is no written authorization for an extension, the rental company reserves the right to take back the vehicle wherever it may be, at the Customer's cost, and the Customer may not rely on any unfair termination of rental.

For any cancellations made at least 30 days before the date planned for the start of the rental, a full refund will be given.

For any cancellations between 18 and 29 days, cancellation costs of 15% will be calculated on the amount of the booking.

For any cancellations between 7 and 17 days before the date planned for the start of the rental, 25% cancellation charges.

No refunds will be possible for any cancellations made closer to the date than stated above, or if the rental is curtailed early.

ARTICLE 11: TERMINATION OF THE CONTRACT

Non-compliance by the Customer with the conditions of rental will lead to the rental being terminated, without prejudice to damages that might, where applicable, be claimed by the rental company.

ARTICLE 12: JURISDICTION

In the event of a dispute regarding performance of this agreement, the Courts of the town where the rental company is located shall have sole jurisdiction.