

## GENERAL TERMS AND CONDITIONS

### **Article 1 - USE OF the VEHICLE AND EXCLUSIONS FROM THE GUARANTEE of INSURANCE**

The disregard of the one of these obligations described in this article entails the forfeiture of the guarantee of

insurance including additional guarantees if they are signed, so as to make application of the statutory exclusions.

The tenant are agree to not let drive the vehicle by other persons except those approved by the Renter and

whom he guarantees, according to the article 1384 of the French "Civil Code". He also commits that the vehicle is not used:

a) For the paying transport of passengers and\or goods (except commercial vehicles in this last case) and within the framework of competitions or of road test, even on private circuit, except preliminary agreement of the Renter,

B) To propel or pull some vehicle or trailer, except vehicles equipped with a caravan coupling, a towed load which can not be superior to 1000 kg

C) By a person under ethylic or narcotic influence, or other substance likely to affect the driving,

D) In illicit purposes or for passenger cars for transportations of goods,

E) In overload, for example when the rented vehicle transports a number of passengers superior to that indicated on the car registration document, or for commercial vehicles when the weight of the transported goods exceeds the authorized maximum payload,

F) By persons different from those indicated to the contract, subject to the prior authorization of the Renter and provided that the aforementioned persons are 21-year-old and holders of the statutory driving licence for more than 3 years.

On roads unfit to the traffic, as the tracks (presence of mud or sea water which can cause a premature wear of the organs of vehicle)

G) The tenant also agrees:

- To let the vehicle closed and locked except the periods of use.

- To never transfer the present contract, or sell, or mortgage or pawn the vehicle, its equipment or to treat them in a way of harming the Renter.

Any violation of the one some of these commitments authorize the Renter to instruct the tenant to restore immediately the vehicle.

### **Article 2 – Condition of VEHICLE**

The tenant recognizes that he received the aforementioned vehicle in perfect working order and cleanliness.

Five tyres are in good condition, without any cut.

In case of deterioration of one of them for a reason different from normal wear, the tenant makes a commitment to replace immediately it and at his expenses by a tyre of the same size and equal wear.

The commercial vehicle is specially fitted out for the transport of goods. However, these don't have to cause damage to the vehicle, either by themselves or by their packaging or their stowage.

Particularly the dangerous goods (flammable or explosive) emitting or being able to emit stenches cannot be load on the vehicle or only after special and written agreement with the Renter.

The tenant is responsible for damage different from normal wear, undergone by the vehicle because of a load operated with insufficient precautions or by goods or due to the use of unsuitable road or when the law allows for any other causes beyond the fact of the Renter.

### **Article 3 – Car Rental - EXTENSION (EXTRA TIME) and TERMINATION**

The applicable prices are the current ones during the signature of the contract.

The price of rent is payable on the return of vehicle excepted for the contracts of more than 21 days: the payment will be made at the beginning of the rent. The amount of payment will be anticipated according to duration suited to the contract and the current expenses.

In the particular limits of the rental voucher delivered or approved by the Renter (value, lasted, validity) their holders will not have to make an advance of payment from the rent and in case of extension which must be beforehand accepted by the Renter.

In the absence of rental voucher, and to avoid any contesting, the tenant who would like to keep the vehicle for a while upper to that suited at first, will have to obtain the preliminary agreement of the renter and send immediately the balance of the rent, if necessary, and the advance payment corresponding to the new agreed duration. He will have to come to the agency to sign a new contract. Without the agreement of the renter, the tenant couldn't keep the vehicle.

The tenant are agree to restore the vehicle to the renter in the date planned to the rental agreement, except agreement of both parts (the return of the vehicle to the renter in the suited place making only stop the rent) at the risk of exposing itself, except case of absolute necessity, to civil or penal legal proceedings.

The Renter can cancel the contract:

- For any reasons concerning preservation or maintenance of the vehicle;

- For disregard by the tenant of one of some clauses of this contract;

- If the Renter notices that the tenant does not make a normal care to the maintenance, to the driving or to the supervision of the vehicle.

- For non-payment of a single invoice.

The contract will be cancelled by rights if the vehicle is declared wreck.

#### **Article 4 – PAYMENT**

1-The tenant must pay (in accordance with the Article 1200 and following ones of the French « Code civil »):

A) Amount concerning the duration of the rent

B) A lump sum by disaster, called Excess, in the price suited during the signature of the contract in case of

theft, burglary, damage, broken glass (if he did not sign additional insurances WWI), or degradation in the vehicle.

If the tenant doesn't respect the different points of these general conditions, he will be indebted of all the damage in the vehicle or his book value. It's the same in the cases of exclusion to the guarantee of insurance.

C) Any taxes and payable direct or indirect taxes on royalties, bonuses, expenses and damages planned in paragraphs a/b.

D) Late-payment interest (at the legal rate increased by 50 %) concerning the sums owed by virtue of the contract from overtaking of the contractual deadline of payment realized by the date of payability concerned the invoice.

The tenant accepts expressly that the non-payment of a single invoice in its date of payability or any outstanding payment entails forfeiture of the term for the not fallen invoices and authorizes the Renter to require the immediate return of rented vehicles.

E) Any fines, expenses and taxes on any breaches of the legislation due to the traffic, to the car park or the others, chargeable to the tenant during the duration of this contract, under reserve that the breaches are a result of a fault made by the Renter.

2-The tenant authorizes the Renter to debit any amounts due to, via his bank card with its references are specified in this contract.

#### **Article 5: Insurances (the extent of guarantee- exclusions)**

1 - The tenant and every authorized driver of the vehicle, according to the article 1 above, are agreed to participate as insurants to the advantage of an automobile insurance policy that the renter has signed.

2 - The tenant provides, by the present contract, his agreement to the aforementioned police and are agreed to observe clauses and conditions. The tenant makes furthermore a commitment to take any useful measures to protect the interests of the Renter and the insurance company of the Renter in the event of an accident during the duration of the present rental agreement, in particular:

A) to declare in writing to the Renter, within 24 hours, any accident, theft or fire, even partial and jointly in the Authorities of police, any personal accident or theft, to the phone number of assistance or in the address and phone number of the head office

B) To mention, in his notification, circumstances, date, place and the hour of the accident, name and address of witnesses, name and address of the owner of the opposite vehicle, number of the opposite car, name of its insurance company and the policy number,

C) To join to this notification any report of police, gendarmerie or bailiff's report if it was established,

D) Do not deal, or compromise with the third parties, of the damage linked to the accident or their consequences.

3 - The vehicle is only insured for a period of rent indicated to the contract. Crossed this deadline, and unless if the extension is accepted, the Renter declines all responsibility for the accidents which the tenant would have been able to cause and which he will have to deal personally.

4 - The Renter of a commercial vehicle will not be responsible for any losses or damage caused by him to the tenant in (or by) some third part at the moment of the load or of the unloading of the vehicle.

Furthermore, clothes and transported objects are not guaranteed. The Renter decline all responsibility for objects left in the vehicle while the rent or at the end of the rent by the tenant or another person.

Also any damage, loss or theft of equipments (examples: car radio, windscreen wipers, radio antenna, wheels, hub caps, rear-view mirror, lighthouses) damages under the vehicle are not support by the insurance and they are chargeable to the tenant.

In the event of an accident with responsibility of the driver or the damage without an identified third party, the excess will be chargeable to the tenant.

5 - In every case, the tenant must take care in the use of the vehicle to prevent it from shocks under box or in the bottom of box

He can be there so, for example, on the occasion of clashes with works of realization of roads, parking areas or when the ground is in poor condition or presents a lowering and the cost of the repairs will be at his expense.

Also, in case of damage in the vehicle, the broken glass, the forced door, without an identified third party, the cost of repairs will be also at his expense.

In the case of the tenant will use the vehicle on roads unfit for the traffic(circulation), as the tracks or the passage in some water, repairs will be support by him, without limit of amount.

The disregard of the one of these aforesaid obligations entails the abolition of the guarantee of insurance concerning the damage in the vehicle.

6 - The Renter declines all responsibility for accidents in third-part or damage in the vehicle which the tenant could cause while the duration of

rent if he deliberately supplied to the Renter false information concerning his identity, and (either) his address and (or) the validation of his driving licence and (or) in case of erroneous declaration;

Indeed, in this case, he doesn't benefice to the insurance policy. If the tenant does not take the vehicle to the planned maintenances (according to mileage), any breakage engendered by this fact will be in the complete responsibility of this one

#### **Article 6 - MAINTENANCE - REPAIR - EXCLUSION**

A) is included in the contract:

- The operations of draining, maintenance planned by the manufacturer, either every 7 500 km for the DIESEL vehicles, or 10 000 km for GASOLINE vehicles (air filter, diesel, oil) including the control of brakes and clutch, supply of lubricants and labour, ingredients and pieces necessary for these operations when the wear is noticed with normal conditions of use, as well as the change of tires every 15 000 km. (Before if the state of wear prove it)

The prolonged use on track entailed a premature degradation of different organs and this is not covered by this contract.

- The Renter guarantees to the tenant a vehicle of replacement if the first vehicle is stop due to a mechanical breakdown, a revision or damage in the vehicle.

The tenant makes a commitment to come to the agency once a month to allow the renter to make a visual control of the vehicle.

B) Is excluded:

- Fuel and the possible supplements of lubricant except maintenance and necessary for the preservation of the levels between two revisions of the program of maintenance. The tenant will have to verify them permanently

- Any puncture (except if the tenant signs the insurance SWWI), replacement of tires and wheel rims are chargeable to the tenant. Only the replacement of tires, due to a "normal" wear, is chargeable to the Renter.

- The vehicle mustn't be transformed by the tenant; any equipment added will be unsettled at the end of the contract and the damage will be charged to the tenant.

It's including the deteriorations of the main body, the missing equipment and the internal side decoration up to a maximum amount (Article 4, paragraph b), as well as accessories broken by false operation of the user, any manual commands of the dashboard, commands of door and switches of window, ashtray, rear-view mirrors.

#### **Article 7 – RESPONSIBILITY**

The Main driver or the approved drivers are criminally responsible for driving offences (Cf. French "code de la route") committed by them when they drive the vehicle.

The aforesaid authorize expressly the Renter to communicate their civil status and address if he is requisitioned by Police or "Gendarmerie".

#### **Article 8 – Enacting clause**

All operations of maintenance must exclusively made by the LIMITED COMPANY SOMIVA RENAULT via the Renter.

Operations made outside this company, will not refund; the consecutive possible faults in a direct or indirect way due to this operations will entirely pay by the customer.

The vehicle must maintain according to the program and the recommendations of the manufacturer. (Article 6 - a)

#### **Article 9- Validity of the contract**

Any modifications to clauses and conditions of this contract could achieve if they don't write down before.

**Should this not be the case, they will be deemed to be null and void.**