

GENERAL RENTAL TERMS AND CONDITIONS OF VEHICLES WITHOUT A DRIVER - LAC SAS

ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rentals granted by LAC SAS, hereafter referred to as the Hirer, in the territory of Martinique to its customers. The Customer acknowledges that it fully and unreservedly accepts application of said General Rental Terms and Conditions.

During rental, the Customer shall have custody of and be responsible for the vehicle. The Customer shall be in a position to provide all documents required to complete his or her contract, such as name and address, date of issue of his or her driving licence and credit card number.

This licence shall always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driving licence for more than one year. If the driver is younger than 25 years old, a surcharge shall be applied. Please note that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions.

ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available to the Customer at one of the Hirer's rental offices. It shall be returned to the Hirer's personnel at the location, date and time stipulated in the contract, and during rental office business hours. In the event that the Customer is authorised to return the vehicle elsewhere than at one of the Hirer's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Hirer.

The Customer shall not be authorised to deliver the vehicle elsewhere than at the rental office provided for in his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Hirer in his or her contract, said Customer shall incur a fixed penalty of 100 € for abandoning the vehicle, as well as a sum to cover the cost of recovering the vehicle, whose amount shall depend upon the place, time and day of recovery.

Whenever a vehicle is returned outside the business hours and after the closing time displayed at the rental offices, particularly due to delayed flights, the Customer shall be charged an additional "off business hours" pickup or return fee of 35 € including VAT when the contract is drawn up and/or closed.

ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Hirer shall be authorised to fill out the form describing the initial condition of the rented vehicle. If this is not done, the Hirer shall be deemed to have provided a vehicle in accordance with the description. The Hirer may therefore decide not to take account of claims with regard to patent damage not pointed out now of departure. The Customer shall take the vehicle in the condition in which he or she has received it. All repair costs occasioned by the Customer's fault or in the absence of a fault on the part of an identified third party, shall be added to the cost of the rental, subject to the provisions in the section "Insurance and Additional Damage Waivers". The Hirer agrees to provide a vehicle from a particular category, not a particular model or make.

Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the Customer shall be billed for any necessary cleaning and repair in accordance with the scale of the relevant experts.

The vehicle is provided with tyres whose condition and number reflect traffic regulations. The Customer shall pay for any damage to or theft of tyres, hubcaps, dowels, tyre accessories, flat tyres and fuel.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the antitheft device shall be paid by the Customer, regardless of his or her insurance package.

ARTICLE 4: INSURANCE EXCLUSIONS

At the risk of insurance exclusion, the renter agrees to ensure that the vehicle is not used:

- by other persons than himself or herself or those approved by the Hirer, for whom he or she shall be answerable pursuant to Article 1384 of the Civil Code.
- by a driver under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicle,
- in competitions,
- for rental to other parties,
- to transport passengers for a financial consideration,
- to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,

- to give driving lessons,
- to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
- to be transported on board a ship, ferry, etc.

Moreover, the Customer may in no event assign, sell, mortgage or pledge this contract, the vehicle, its equipment or tool kit, nor handle or treat them in any way that could harm the Hirer.

The Customer shall be subject to all legislative, regulatory, customs obligations, and all other laws on the transportation of goods in the vehicle supplied by the Hirer, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer shall remain responsible during the entire period in which the vehicle is put at his or her disposal.

The Customer shall have sole responsibility for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration, etc.)

ARTICLE 5: RENTAL

In the case of reservation through the Hirer's website, the General Rental Terms and Conditions on the website shall apply to the Customer and the security deposit made with the Customer's credit card shall be an essential condition for delivery of the vehicle. If the amount of the security deposit is not available, the Hirer may refuse to deliver the vehicle to the Customer and terminate the rental contract.

A proof of residence of less than three months old (EDF- GDF electricity or gas bill, telephone bill or Carte Vitale health insurance certificate) is required for any rental. The Hirer reserves the right to refuse to rent and deliver the vehicle to the Customer if said Customer cannot present a document proving his or her residence.

5.1. Security deposit: On pickup of the vehicle, the Customer shall be required to provide a security deposit with his or her credit card (CB, Visa, Eurocard). This credit card shall display the family name and first name of the Customer and comply with the provisions in Article 13 hereof.

5.2. Prepayment - Extension: The Hirer shall require payment of the estimated amount of the rental prior to departure of the vehicle, under the conditions stipulated by the Hirer, which may provide for payment in several instalments. The initial prepayment may in no event be used to extend rental. The price of the rental and the amount of the prepayment are mentioned in the current pricelist. In the event that the Customer wants to keep his or her vehicle longer than initially agreed, he or she shall first obtain the Hirer's permission, visit one of the Hirer's rental offices and pay promptly, based upon the list price, the amount of the ongoing rental. The Customer may be sued if he or she fails to do so.

5.3. Payment: The Customer agrees to pay the Hirer, after the rental is terminated and the complete vehicle has been returned (including equipment, accessories, administrative papers and keys):

- All sums due for the rental period, kilometres driven and the amount of additional insurance covers and other optional services taken by the Customer;
- The additional amount for recovering the vehicle if left at another location not approved beforehand by the Hirer.
- All direct or indirect taxes and levies due on the sums, premiums, costs and compensations provided for in this Article.
- All sums owed for traffic and parking violations under the applicable legislation during the period of this contract.

In the case of prepayment by the Customer, the amount of the outstanding balance of the invoice, if any, shall be debited immediately from the account corresponding to the credit card presented unless the Customer offers another payment instrument accepted by the Hirer. The Customer herewith accepts that the non-waivable excess and all other costs connected with the vehicle, its rental or use (fuel, repairs, traffic violations, etc.) be debited from this same account.

In the event that a promotional rate is applied, non-compliance with the rental period agreed when the vehicle is picked up should always entail application of the list price in force at the time. However, the Renter shall pay the amount of the minimum excess in force and towing costs even when said Renter has taken out additional excess insurance.

ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

When rental is granted on presentation of a bankcard, a travel voucher or an order form, the Hirer shall invoice the issuer of the travel voucher or the order form, who shall be responsible under the contractual provisions:

- for the use of the rented vehicle,
- payment of the rental and all related expenses,
- and who shall remain responsible for any extension of the rental or disappearance of the vehicle.

ARTICLE 7: CANCELLATION OF RESERVATION BY CUSTOMER

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of €50;
 - In the case of cancellation from 20 to 29 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 20% of the total amount of the reservation, and in any event not less than €50;
 - In the case of cancellation from 7 to 19 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 50% of the total amount of the reservation, and in any event not less than €50;
- The Hirer shall not make any repayment for cancellation less than 7 days before the scheduled starting date of the rental, or if the Customer does not rent the vehicle on the reservation date.

ARTICLE 8: INSURANCE AND ADDITIONAL DAMAGE WAIVERS:

All our vehicles are covered by Legal Liability insurance pursuant to the applicable regulations, of which a notice is available for the Customer at the Hirer's rental office.

The Customer agrees in particular:

- to send the Hirer, within five business days (excluding holidays) after discovery of the insurance loss, a claim declaration for any accident, damage or fire and report any theft or accident involving physical injury immediately to the police. This claim period is shortened to two business days if the vehicle is stolen.
- to mention in particular in the claim declaration the circumstances, the names and addresses of any witnesses, the name and address of the insurance company of the adverse party, and the telephone number of the police.
- to attach to this claim declaration all reports of the police and the gendarmerie, complaint declaration receipts, etc.
- not to discuss liability or try to settle the accident with the third party.
- not to abandon the vehicle without making sure it is safeguarded and safe.

Damage to and / or theft of the vehicle shall be charged to the Renter within the limit of an excess whose amount varies with the vehicle category.

In order to protect you against these forms of liability, the Hirer offers the Customer the following additional covers:

- CDW (partial collision damage waiver),
- THW (partial theft waiver),
- PAI (personal accident insurance),
- PEC (luggage and personal effects coverage)
- GT (glass, headlights and tyre waiver)
- Assistance+ (vehicle repair extended to certain circumstances)

If the Renter accepts these additional covers at the current rates, the non-waivable excess shall apply in the case of a claim. If the renter declines these covers, the total excess currently in force shall apply in the case of a claim.

However, even if the Customer has agreed to pay one or more additional covers to lower excess, he or she shall remain fully liable for all damage to the upper parts of the coachwork due to collision with a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.).

The same shall apply to damage to coachwork and the mechanical parts underneath the vehicle (front-wheel axle unit, oil sump, etc.) The Customer shall have full financial liability for all damage to the vehicle caused by uses for which the vehicle was not designed or by off-road use, even if the Customer has accepted the additional cover to lower excess. The Customer shall also remain fully liable for all damage caused by water (rain, sea, etc.) due to the Customer's negligence (dangerous crossing of flooded areas, parking at an open location, parking at a location with flood risk) and any theft of or damage to accessories and broken glass.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the antitheft device shall be paid by the Customer, regardless of his or her insurance package.

If the amount of the damage to the vehicle is less than the non-waivable excess, the Hirer shall repay the Customer the difference between these amounts. The amount of damage shall be the financial value of the loss suffered by the Hirer due to the damage to, destruction of or theft of the vehicle rented by the Customer. Consequently, any sum claimed by the Hirer for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime and administrative and processing costs, amounting to €50 excluding taxes. If no repairs have been made, the Customer shall owe the estimated amount of their cost as compensation for the loss of market value of the vehicle.

Please note that the Customer may incur personal liability in the case of an accident involving circumstances caused by the Customer's violation of the Traffic Code, regardless of any additional covers taken out. The Hirer shall be entitled to claim, from the Customer at fault, the full cost of the repairs, damage and prejudice suffered by any third parties involved. The Hirer shall further be entitled to terminate the contract and not to provide a replacement vehicle. Any prepaid sums shall belong to the Hirer.

ARTICLE 9: FUEL

The Customer shall pay fuel. If the vehicle is returned with less than fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the cost of the missing fuel, at the rates stipulated in the price list at the Hirer's rental offices.

ARTICLE 10: MAINTENANCE AND REPAIRS

The Customer agrees to use the vehicle prudently. He or she shall be its custodian and be responsible for and in control of driving and transportation operations. The Customer shall regularly verify the level of oil, water and other fluids and also carry out routine maintenance and prevention operations, particularly oil change and greasing, at the Hirer's own workshops or establishments designated by it. The Customer shall keep the invoices and other evidence of these upkeep services at the disposal of the Hirer. Repairs other than normal maintenance operations shall require the Hirer's prior authorisation.

ARTICLE 11: LIABILITY

Pursuant to Articles L 21 and L 21.1 of the Traffic Code, the Customer shall be solely liable for all fines, tickets and police reports. He or she shall also be liable for any legal action brought against him or her by the customs administration. Consequently, he or she agrees to repay the Hirer all costs of this kind paid in the Customer's place. In accordance with the rule that punishment should be applied to the offender only, the Customer shall be liable for offences and violations committed during the term of the rental. The Customer is informed that his or her name and address may be reported on request to the competent authorities and that he or she shall as applicable owe file processing costs of €15 including taxes.

The Customer shall verify that he or she does not forget any personal effects in the vehicle. The Hirer shall not be liable for loss of or damage to property left in the vehicle, whether during or after the rental period. Consequently, objects forgotten shall be forwarded at the Customer's request in consideration of an administration fee of €15 including tax, in addition to shipment costs, which shall be deducted from the security deposit.

ARTICLE 12: TERM OF CONTRACT

The rental is granted for a limited period, specified on the front page of this contract. If the vehicle is not returned to the Hirer at the agreed return date and there is written authorisation of extension, the Hirer reserves the right to take back the vehicle wherever it is located at the time, at the Customer's expense, on the understanding that the Customer in this case shall have no right to claim wrongful termination of the rental. Rental days are invoiced in units of twenty-four hours. 59 minutes after expiry of the contractual time limit, an additional day shall be invoiced.

ARTICLE 13: SECURITY DEPOSIT

The Customer shall pay the Hirer a security deposit at the moment when his or her rental contract is drawn up. The amount of this security deposit depends upon the category of the rented vehicle. It is indicated in the Hirer's price lists and, at the start of the rental, in the contract. It is intended to cover the Hirer's loss due to damage to and/or theft of the vehicle, on the understanding that this does not release the Customer from the obligation to pay directly any sum owed by him or her, even if these sums exceed said security deposit. This security deposit shall take the form of a credit card preauthorisation governed by the rules of banking law, whereby the sum is held in the Customer's account, without being debited, for a period of minimum 7 days, and a debit authorisation in favour of the Hirer valid for thirty days. The parties agree that this security deposit shall belong to the Hirer in the case of damage caused by the Customer or in the absence of a fault on the part of a third party and in the case of theft of the vehicle (subject to application of the above-mentioned contractual covers), up to the amount of the loss suffered. We inform our guests that the validity of the deposit (" bank pre-authorization ") required when renting a vehicle can not legally exceed 30 days. We thank you accordingly to note that for any request for rental of a duration greater than this period, a new contract must be established in Agency, in the presence of the tenant, and a new deposit must be made. Moreover, the Customer herewith authorises the Hirer to deduct from this deposit all sums the Customer owes towards the Hirer or towards any person, authority or administration, including but not limited to fuel, repair and maintenance costs and fines, even after the vehicle has been returned, if the operative event of this debt occurs during rental by the Customer. If the amount of the security deposit is not enough to cover these sums, the Customer agrees to pay them on request immediately to the Hirer or to whoever is entitled to them.

ARTICLE 14: BREACH OF CONTRACT

The Renter's non-compliance with the rental terms and conditions shall entail termination of the rental without prejudice to any damages the Hirer may be entitled to claim.

ARTICLE 15: MEDIATION

In the event of a dispute, the parties agree to seek an amicable solution as a priority.

Failing amicable agreement, according to articles L. 612-1 and following of the Consumer Code, the Customer has the possibility to use free of charge the mediation by seizing the Ombudsman of the National Council of the professions of the automobile:

- electronically on the website of the Ombudsman <http://www.mediateur-cnpa.fr/>,

- by downloading the form on the site <http://www.mediateur-cnpa.fr/> and by sending it by mail: Mr. Ombudsman of the National Council of the professions of the automobile, 50 rue Rouget de Lisle - 92158 SURESNES CEDEX or by email: mediateur@mediateur-cnpa.fr.

In accordance with European Regulation 524/2013, LAC informs the Customer who has booked online of the existence of a European online dispute resolution platform between e-merchants and consumers: <http://ec.europa.eu/consumers/odr>.

ARTICLE 16: JURISDICTION

In the case of a dispute with regard to the performance of this contract, if the Customer is a business owner, the only competent courts shall be those in the jurisdiction where the Hirer has its domicile. If the Customer is a consumer, the competent courts shall be those in the jurisdiction where the defendant has its domicile.

ARTICLE 17: DATA PROCESSING AND PRIVACY

The personal information requested from the Renter is essential to enter into the rental agreement. This information is kept by LAC SAS and may be disclosed to the Hirer's partners and to members of the Hirer's commercial network in order to offer the Customer quality service geared to his or her needs. It may also be disclosed to third parties in a business relationship with the Hirer. Pursuant to the law of 6 January 1978, the Customer shall have the right to obtain, to rectify it and to object to the processing of their data by addressing at: LAC SAS at the following address Lareinty – 97232 Le Lamentin. A double-sided copy of identity document must accompany all requests.

SUPPLEMENT OF RENTAL TERMS AND CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

We accept certificates of loss or theft of the driver's license issued officially, within the limit of a validity of 2 months.

In case of no presentation of the driving license, no refund of the prepaid amounts can take place.

ARTICLE 8 : INSURANCE AND ADDITIONAL DAMAGE WAIVERS

In the event of an accident with or without an identified third party, you must compulsorily fill in an accident report and a claim and return it to your agency as soon as possible within a maximum of 5 working days.

In the opposite case, and if the renter was implicated by an adverse insurance company, then the customer would be liable for a handling fee of 120 € TTC.

ARTICLE 13 : SECURITY DEPOSIT

For information: the security deposit is blocked 30 days from the first day of rental and will be automatically unlocked by the banking system beyond this period.

MODIFICATION :

The prepaid booking may be modified subject to availability until 72 hours before the date and time of taking the vehicle.

After this period, any change request will not be possible unless the amount of the modified booking is greater than the amount of the initial booking. In this case, the customer will have to pay the difference.

SERVICES BABY SHELVES / CAR SEATS / BOOSTERS :

Any modification or cancellation of the baby shell / car seats / boosters which have been the subject of a booking through the hirer's website, must be notified without a delay of 72 hours maximum before the start of the rental at resa.jumbo.mq@gbh.fr

After this time, there will be no refund possible.

CONDITIONS OF PREPAYMENT

In case of prepayment of the rent, the following provisions apply:

- 1- The rate which is the subject to an advance payment cannot be the object of a handing-over, nor to be cumulated with another promotional offer. The confirmation of advance payment, received by e-mail or by post is not transmissible.
- 2- The price excludes all additional costs that are not expressly mentioned as included in the booking confirmation with advance payment as well as any additional optional services that remain the responsibility of the customer. A valid credit card must be presented at the rental counter at the time of vehicle pick-up to cover in advance any additional surcharges that are not included in the prepayment. A banking authorization by this card is required at the beginning of the hiring, the amount of the possible supplements attached to the end of hiring only being debited at the return of the vehicle.
- 3- A non-waivable excess may be applied if the vehicle is stolen or damaged for any reason, even if accident coverage has been taken out or is included in the rental fee.
- 4- The rental period is calculated as stated above in 24-hour periods, starting at the vehicle. **If the vehicle is kept longer than the established duration, the additional rental days will be charged, at the prevailing public rate.**

TERMS PAYMENT IN 2 OR 3 TIMES :

Jumbo Car Martinique / Rent@Car Martinique offers payment in 2 or 3 for any rent between 300 € and 8 000 €, with your credit card, without any proof or other approach.

After having validated your booking and completed your personal data, when choosing the payment method, click on the image corresponding to your type of card. Fill out the form and confirm your payment.

The first monthly payment is charged to your bank account upon validation of your booking. The following samples will be taken at anniversary month. Payment of the entire rental must be made before the departure date of the vehicle.

In case of cancellation of the reservation, the sums paid will remain acquired at Jumbo Car Martinique / Rent@Car Martinique, except in cases of absolute necessity (death or illness with proof of a descendant or direct ascendant, spouse). Administrative processing fees of 50 euros will remain due.

CONDITIONS IN CASE OF DEFAULT OF PAYMENT:

In the event of non-payment of one of the monthly payments, you will be charged an unpaid invoice fee of € 35, and one of the following options is available to you:

1. Regularization of the incident on the card, or on another card to your first and last name and the schedule of withdrawals normally continues.
2. Payment of the total amount at the start of the rental with the invoicing of the monthly unpaid fees (35 € X the number of unpaid) in addition, more the rate suggested will not be the rate online payment but the one in agency.

CONDITIONS OF CANCELLATION AND REFUND OF PRE PAID BOOKING:

Any cancellation must imperatively be the subject of a written request of the customer via the tab "CONTACT" of the website.

It will take effect at the date and time the cancellation was recorded in the computer system of the Lessor. The confirmation of the cancellation will be sent to the customer.

A "cancellation insurance" allowing you a cancellation free of charge until D-24h is suggested to you when you book on the site. If "cancellation insurance" is taken out, in the event of a refund request, this last will be deducted from the cost of the "cancellation insurance".

THE CUSTOMER CAN CANCEL HIS RESERVATION UNDER THE FOLLOWING CONDITIONS:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of €50;
- In the case of cancellation from 20 to 29 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 20% of the total amount of the reservation, and in any event not less than €50;
- In the case of cancellation from 7 to 19 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 50% of the total amount of the reservation, and in any event not less than €50;

No refund will be due for a cancellation less than 7 days before the rental start date or if the customer doesn't rent the vehicle on the reserved date and if he has failed to inform the Renter in writing in advance, except in cases of absolute necessity (death or illness with proof of a descendant or direct ascendant, spouse). Administrative processing fees of 50 euros will remain due.

In the absence of modification of the booking in the forms indicated above, **there is no need to refund for any rental shorter than the duration provided in the reservation**, in case of delay in taking the vehicle, in case of failure to take the vehicle at the scheduled time of commencement of rental, or in case of cancellation made after the day of departure of the rental.

GENERAL INSURANCE TERMS AND CONDITIONS AND ADDITIONAL DAMAGE WAIVERS

Our company LAC, a French company with capital of 450.000 €, whose headquarters is located Lareinty – 97232 Le Lamentin, registered with companies Fort de France under number SIREN 343 535 969, is specialised in car rental, which includes the following services:

- ✓ The insurance included in our rental service by law [I-General Terms and Conditions governing Legal Liability]; and
- ✓ The damage waivers we offer to ensure your peace of mind during rental [II-General Terms and Conditions governing Additional Waivers].

The purpose of this mandatory insurance and these waivers is to cover your potential financial exposure to risks if one of the following circumstances occurs while you rent and use one of our Vehicles. Without this insurance and these products you would be personally liable for the financial consequences of:

- **Liability towards Third Parties:** For the physical injury or death of Third Parties or damage to their property due to an accident or incident for which you are liable. Damage to the property of a Third Party may include buildings or their contents, machines or personal effects. The financial consequences of such liability may include the cost of any suspension of an activity due to the physical injury or death of the Third Party and/or the damage to his or her property.
- **Damage to the Vehicle or theft of the Vehicle:** The Vehicle itself may be damaged by a collision or attempted theft and may need to be repaired or may be too damaged to repair. It may also be stolen and not found.

You need to know that when you are the driver of a Vehicle at the moment of a collision for which you are liable, injured Passengers are covered by our Legal Liability insurance towards the Third Party whereas your own damage (and their potential consequences) or your death are not covered. You can nevertheless be covered in these circumstances if you take out the complementary coverage provided for by our Personal Accident Insurance.

DEFINITIONS

In the framework of this document, the terms and expressions listed below have the following meaning:

Abnormal Use means that the Vehicle in your custody is used in violation of traffic regulations and/or does not comply with the provisions of the General Rental Terms and Conditions and/or the utilisation and driving standards expected from reasonable and prudent drivers.

Accident Report means an exhaustive report (including all attached or accompanying documents) describing and explaining everything connected with an accident or incident as it occurred (e.g. how the event occurred, the nature of the damage to the Vehicle, the place of the accident, dates and circumstances under which it occurred and the name and address of the Third Party or Parties involved and/or any potential witnesses).

Physical Injury means physical or mental harm suffered by someone resulting directly from an accident, excluding intentional or self-inflicted actions or harm caused by a disease or disability.

Luggage: Luggage, excluding freight or commercial goods, means travel bags, suitcases and the personal effects of the renter and/or his or her Passengers contained therein. Personal effects include valuables priced at five hundred euros (€500) or more and jewellery (fine and cultivated pearls, precious stones and hard stones) and furs belonging to the renter and/or his or her Passengers. Luggage includes computers, electronic agendas, audio-visual appliance, cameras, video cameras and HIFI equipment belonging to the renter and/or his or her Passengers.

Value Determined by a Loss Adjuster means the value of a Vehicle as appraised by an independent adjuster before depreciation due to the damage caused by you or by a Third Party.

Market Value of the Vehicle means the Vehicle's recognised value on the market, based upon its last-known condition, model, age, mileage and any options.

Collision means contact between the Vehicle and a body or object whether fixed or mobile.

Excess is the maximum amount which, subject to compliance with the General Rental Terms and Conditions and in the absence of any material breach of the applicable laws, you will be invoiced for the cost of any damage to the Vehicle due to collision or attempted theft or for loss of the Vehicle if it can no longer be repaired or if we cannot recover it after theft. Excess is a non-waivable sum that applies according to the protection conditions you have subscribed.

General Rental Terms and Conditions means the document that you have read and accepted before signing your rental contract, as acknowledged by you, which sets out the reciprocal rights and obligations applicable to both you and us during the rental period.

Vehicle Downtime refers to our loss if we have to withdraw a Vehicle from our active fleet due to damage during the rental period and therefore cannot rent it out to another customer.

Passenger means anyone other than the driver transported or travelling free of charge in the Vehicle. A Passenger is considered a Third Party under the mandatory rules of Legal Liability Insurance.

Waiver, in this document, means the methods whereby your financial liability for damage to a Vehicle or loss of a Vehicle is limited to Non-Waivable Excess.

Third Party means any party to an accident or incident other than the driver of the Vehicle. To remove any doubt about this, a Passenger is considered a Third Party.

Legal Liability Insurance means insurance covering a driver's mandatory Legal Liability towards Third Parties for damage to their property, Physical Injury or death due to an accident occurring while you are driving the Vehicle. This Coverage is a legal obligation and therefore an integral part of our rental service. Its cost is included in the rental costs.

Vehicle means the vehicle you rent with us or which you drive with our authorisation.

I – GENERAL TERMS AND CONDITIONS OF LEGAL LIABILITY INSURANCE

Under the laws of the country where we provide our rental services, we are obliged to insure our Vehicles against Legal Liability towards Third Parties. This Insurance is automatically included in our vehicle rental services. In the country where you rent the Vehicle, your legal liability is therefore automatically covered against the consequences suffered directly by others due to your actions while driving the Vehicle.

What am I insured against?

In accordance with the law, you are insured against the following financial consequences of an incident or accident caused by you while driving the Vehicle:

- ❖ Any sudden Physical Injury or death of a Third Party;
- ❖ Any damage to the property of a Third Party and the losses and costs resulting from such damage.

What is excluded?

Third Party Liability Insurance does not include:

- ❖ The Physical Injury or death you (the driver at the moment of collision) may suffer; or
- ❖ Any damage to your own property and personal effects transported in the Vehicle; or
- ❖ Any damage to the Vehicle itself.

What is my financial exposure as regards Legal Liability?

Provided you have not been guilty of material breach of the applicable laws (including all applicable rules of the Traffic Code), you are insured against the financial consequences of an incident or accident caused by you to a Third Party while driving the Vehicle, up to the level required locally under the applicable legislation.

However, if you have been in breach of said laws and/or said regulations, you may nevertheless be required to repay all or part of the costs incurred by insurer in connection with the incident or accident.

How should you inform us?

When circumstances involve a Third Party, it is important that you fill out and sign promptly an accident report providing us with full details of the incident or accident and of the Third Party. This will allow us to protect our position in respect of this Third Party (if you are responsible for the incident or accident) or to recover the costs from the Third Party in question (if this Third Party is responsible for the incident or accident). The accident report must be sent to us within 5 business days from occurrence of the incident or accident or as soon as circumstances allow.

II – GENERAL TERMS AND CONDITIONS OF ADDITIONAL WAIVERS

2.1. COLLISION DAMAGE WAIVER (CDW)

Our collision damage waiver limits your financial exposure for damage to the Vehicle while in your custody. If you opt for our standard collision damage waiver, granted subject to compliance with the applicable laws and our General Rental Terms and Conditions, you are exempt from the cost of damage to the Vehicle exceeding the amount of Excess. You can lower or eliminate Excess by opting for our range of higher collision damage waivers instead our standard waiver.

This Waiver does not cover loss or theft or damage to objects or property (including Luggage or commercial goods) deposited, kept or transported in or on the Vehicle by you or by a Passenger.

Against what am I insured?

This product limits your financial exposure to any sum exceeding the Excess as regards the cost of damage to the Vehicle or repair of the Vehicle or its Value Determined by a Loss Adjuster if it cannot be repaired, under the following circumstances:

- You have collided with a fixed or mobile object or body; or
- The Vehicle has been subjected to an act of vandalism while you were driving or using it; or
- Windows, headlights or reflectors have been damaged or broken or one or more tyres have been damaged or punctured during a collision.
- Natural disaster: You are covered for damage caused directly by an event defined by the applicable laws as a natural disaster. In this case, we shall apply the excess provided for by the applicable regulations.

What is excluded from this Waiver?

You remain financially liable for the full cost of damage to the Vehicle, if this damage is caused by:

- ❖ Intentional actions on the part of the driver; or
- ❖ An explosion or fire occurring in (or against) the Vehicle because you are using it to transport dangerous goods (dangerous goods being defined as any product or substance which, by its nature and/or principal characteristics, is reasonably considered to present a danger and which, without transportation organised with the appropriate care and safety measures, is likely to damage the Vehicle and to harm a Third Party located at a reasonable distance thereof); or
- ❖ Its total or partial theft or by an act of vandalism while the Vehicle is parked in your absence;
- ❖ Your negligence (defined as conduct departing from the standard of conduct expected from a reasonably prudent person acting under similar circumstances) or the negligence of your Passengers (including but not limited to an incident caused by the use or presence of cigarettes or cigars);
- ❖ Loss or theft of the keys.

This waiver also excludes loss of or damage to your own property when transported or kept in or on the Vehicle during rental.

Moreover, even if you have agreed to pay one or more Additional Waivers to reduce excess, you will remain fully liable for all damage to the upper parts of the coachwork due to a shock against a fixed or mobile body (bridge, tunnel, porch, tree branch, falling coconuts, other overhanging objects, etc.). The same shall apply for damage to the coachwork and the mechanical parts underneath the Vehicle (front-wheel axle unit, oil sump, corrosion due to Vehicle's having been in salt water, etc.) You will have full financial liability for all damage caused to the Vehicle by uses for which the Vehicle is not designed or by off-road use.

What do I need to do to benefit from this Waiver?

You must:

- Take out this cover;
- Comply with our General Rental Terms and Conditions and all applicable traffic laws and regulations during rental;
- Notify us within 24 hours after the date of the incident and, in any event, before the end of your rental period. You must also send us a complete and fully filled-out Accident Report within maximum 5 days after the incident, and/or any other document you consider necessary or advisable in support of this report.

What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not taken out this cover, you will owe the total cost of the damage and compensation for Vehicle Downtime.

The amount of the damage is the financial value of the loss suffered by the Hirer due to damage to, destruction of or theft of the Vehicle rented by the Customer. Consequently, any sum claimed by the Hirer for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime and administrative and processing costs.

However, if you have taken out CDW coverage, subject to compliance with our General Rental Terms and Conditions and the applicable traffic laws and regulations, the maximum amount you may have to pay will correspond to Excess and administrative and file processing costs (See Rates Guide available on the desk of agencies and accessible below).

2.2. THEFT WAIVER (THW)

Our Theft Waiver limits your financial exposure to loss of the Vehicle when stolen or when damaged by attempted theft during your rental while the vehicle is parked in your absence. If you have opted for this Waiver, subject to compliance with our General Rental Terms and Conditions, we will bear the cost of the theft or the attempted theft exceeding the amount of Excess. You can lower or eliminate Excess by opting for our range of higher collision damage waivers instead our standard waiver.

Against what am I insured?

This product limits your financial exposure to any sum exceeding the Excess as regards the cost of damage to the Vehicle or repair of the Vehicle or its Value Determined by a Loss Adjuster if it cannot be repaired or its market value if not found, under the following circumstances:

- Theft of the Vehicle;
- Attempted theft of the Vehicle;

What is excluded from this Waiver?

This product does not provide you with cover in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or, more precisely (and not limited to), because the keys were left in the Vehicle while it was not under surveillance or had been entrusted to an unauthorised person, incorrect use of the antitheft device or any omission to return the keys to us, or because you left the Vehicle unlocked while not using it.
- Theft or damage to the personal and/or professional belongings and to any property transported in or on the Vehicle.
- Theft or attempted theft of accessories, including but not limited to the radio, the antenna, the spoilers, the rear-view mirrors and the tyres.

What do I need to do to benefit from this Waiver?

You must:

- Take out this cover;
- Comply with our General Rental Terms and Conditions as they apply to theft or attempted theft of the Vehicle;
- Notify us, through the agency where you picked up the Vehicle, within 24 hours after the moment when you became aware of the disappearance of the Vehicle and send the keys to the agency where you picked up the Vehicle;
- Inform the local police of any incident or event within two days after the event and send us the police report or any evidence proving that the incident was reported to the police;

What is the amount of my financial exposure?

If, during your rental, the Vehicle is stolen or damaged during attempted theft while the Vehicle is parked without surveillance and you have not taken out this cover, you will owe the full cost of damage caused to the Vehicle (if the Vehicle is found) or of the Market Value of the Vehicle if not found, as well as compensation for Vehicle Downtime based upon the daily rental rate stipulated by your contract multiplied by the number of days during which the Vehicle was stolen.

If you take out the Theft Waiver, subject to compliance with our General Rental Terms and Conditions, the maximum amount you may have to pay will correspond to Excess and administrative and file processing costs (See Rates Guide available on the desk of agencies and accessible below).

2.3 GLASS, HEADLIGHTS AND TYRE WAIVER (GTW)

This cover will apply to all damage to the windows, headlights or tyres during normal use of the Vehicle during your rental. If the damage occurs due to a traffic accident, the cost of repairing or replacing the windows, headlights or tyres will be covered by the Collision Damage Waiver.

Against what am I insured?

If you have taken out this Waiver, you are protected against all financial liability for damage to:

- ❖ The windshield; or
- ❖ Any side or rear window; or
- ❖ Reflectors or headlights; or
- ❖ Rear-view mirrors;
- ❖ The tyres mounted on the Vehicle, unless this damage is due to your Abnormal Use of the Vehicle.

What is excluded from this Waiver?

This product does not cover theft, fire and/or vandalism, or damage to sunroofs, panoramic roofs or the soft top of cabriolets. Administrative and file processing costs are not included in this cover.

What do I need to do to benefit from this Waiver?

You must:

- Take out this cover;
- Comply with our General Rental Terms and Conditions and all traffic laws and regulations during rental,
- Notify us within 24 hours after the date of the incident and, in any event, before the end of your rental period. You must also send us a complete and duly completed and signed Accident Report and any other document providing an accurate description of the event (nature of damage to the Vehicle, place where the incident occurred, date and circumstances under which it occurred and name and address of potential witnesses). You may of course include any other document you consider necessary or advisable in support of your Accident Report.

What is the amount of my financial exposure?

If during your rental any window or headlight of the Vehicle is broken and/or any tyre mounted on the Vehicle is damaged and you have not opted for this cover, you will owe the full cost of the damage suffered by us.

However, if you take out this Glass, Headlight and Tyre Waiver, subject to compliance with our General Rental Terms and Conditions and the applicable traffic laws and regulations, the maximum amount you may have to pay will correspond to Excess and administrative and file processing costs (See Rates Guide available on the desk of agencies and accessible below).

2.5. PERSONAL ACCIDENT INSURANCE (PAI)

Our rental services automatically include Legal Liability Insurance, which does not cover physical injury of the Vehicle driver at the moment of collision.

If you have caused a collision while driving the Vehicle, neither the insurer of the rented Vehicle nor the insurer of Third Parties will cover the financial consequences of Physical Injury or your death.

In order to minimise these circumstances, your financial exposure in the case of your death or any Physical Injury, we offer Personal Accident Insurance (**PAI**), which you can take out to cover the medical cost of injuries and/or to receive a fixed compensation in the case of disability or death due to an event covered by the contract or an accident.

Against what am I insured?

If you take out this cover, the following financial consequences of your death or any Physical Injury directly due to a collision while you were driving the Vehicle:

- ❖ A fixed sum of maximum € 15 245
 - ✓ In the case of death (or presumed death) within 24 months after the occurrence of the collision or the insurance loss;
 - ✓ In the case of permanent, partial or total disability directly due to the collision or to the insurance loss;
- ❖ The medical costs up to a maximum amount of € 762 (including hospitalisation, medical consultations and pharmaceutical costs; appropriate X-rays and medical checks; dental treatment or any prosthesis) generated by a collision or an event covered by the contract.
- ❖ Provided you have taken out this insurance, it will apply to you and/or the Passengers in the Vehicle who were the victim of the collision that occurred during the period of your rental.
- ❖ You may benefit from this insurance regardless who was liable for the collision in the following situations:
 - ✓ Passengers, who are always considered Third Parties for the purpose of Legal Liability, may be indemnified under the Legal Liability Insurance but may also receive the fixed compensation to which they are entitled under the Personal Accident Insurance;
 - ✓ If you were not the cause of the collision that occurred while you were driving the Vehicle (a "no-fault driver") you may be indemnified under the Legal Liability Insurance of the responsible Third Party but you may also receive the fixed compensation to which you are entitled under the Personal Accident Insurance;
 - ✓ If you have caused a collision while you were driving the Vehicle (the "driver at fault"), you cannot be indemnified under the Legal Liability Insurance but you may be entitled to the fixed compensation to which you are entitled under the Personal Accident Insurance.

What is primarily excluded from this Insurance?

Personal Accident Insurance (**PAI**) does not cover:

- ❖ The above cost(s) when earmarked for expenses not directly connected with the collision or with the insurance loss that occurred while the Vehicle was under your control or when you have caused or triggered the accident or collision intentionally; or
- ❖ The cost of a treatment followed by you or pathologies suffered by you before occurrence of the accident or collision; or

- ❖ Any damage to or loss of your Luggage; or

- ❖ Any damage to the Vehicle.

What is the amount of my financial exposure?

Subject to compliance with the applicable legislation (including current traffic regulations and particularly compliance with safety belt regulations and rules on the maximum number of seats available according to the specifications of the manufacturer of the rented Vehicle) you are covered up to the maximum amounts stipulated above.

However, if you have failed to comply with the applicable laws and/or regulations, our insurer may refuse to grant the whole cover. For example, if 7 persons are injured in a vehicle designed for 5 persons, the Personal Accident Insurance does not apply. Moreover, if it can be shown that you were even partly responsible for the degree of Physical Injury suffered during the collision or the insurance loss, the insurer may lower the compensation owed under this insurance cover.

How should you inform us?

It is important that you do everything you can to fill out correctly and to sign the Accident Report form. This form provides us with complete and detailed information about the accident and allows us to process your claim as effectively as possible. The Accident Report form must be sent to us within maximum 5 business days after occurrence of the collision or the event covered by the contract.

Amounts of protection supplements and deductibles

Applicable from June 5th, 2018

TOURISM		Deposit	In Case of Accident			In case of Theft	Broken Glass + Punctures GT	Supplementary Insurance	
Type cars and example	Cat	Deductible in case of Accident only by credit bancaire	CDW* Cost *	CDW Non-Waivable Excess Fee	SCDW** Cost *	Deductible in case of Theft TP	Cost *	CDW + GT SERENITY PACK*	SCDW + GT SERENITY PLUS PACK*
Renault Twingo 4 doors Petrol 4-seat	A	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Renault Twingo 4 doors Petrol BVA 4 seats	AA	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Dacia Sandero 5 doors Petrol 5 seats	B	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Nissan Micra BVA Petrol 5 doors-5 seats	BA	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Dacia Sandero 5 doors Diesel 5 seats	BD	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Renault Clio IV 5 doors Petrol 5 seats	C	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Renault Clio IV 5 doors Petrol BVA 5 seats	CA	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Renault Clio IV 5 doors Diesel 5-seats	CD	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Renault Clio IV 5 doors Diesel GPS Intégré 5-seats	Q	650 €	6 €	325 €	12 €	1 000 €	6 €	10 €	16 €
Suzuki Ignis Mini SUV 5 doors Petrol 4 seats	A1	650 €	6 €	325 €	12 €	1 000 €	6 €	16 €	22 €
Dacia Duster Petrol 5 doors	D	800 €	12 €	400 €	18 €	1 200 €	6 €	16 €	22 €
Dacia Duster Diesel 5 doors	DD	800 €	12 €	400 €	18 €	1 200 €	6 €	16 €	22 €
Renault Captur BVA 5 doors Petrol 5 seats	D2	800 €	12 €	400 €	18 €	1 200 €	6 €	16 €	22 €
Renault Kangoo 5ptes Petrol or Diesel 5 seats	E1	800 €	12 €	400 €	18 €	1 200 €	6 €	16 €	22 €
Nissan Qashqai, Renault Kadjar Petrol 5 seats	O	900 €	12 €	450 €	18 €	1 500 €	6 €	16 €	22 €
Renault Zoé 100% Electric 5 seats, air conditioned	U	900 €	12 €	450 €	18 €	1 500 €	6 €	16 €	22 €
Dacia Lodgy 7 seats Petrol or Diesel	F	800 €	12 €	400 €	18 €	1 200 €	6 €	16 €	22 €
BMW série 2 Cabriolet Petrol BVA 4 seats	G1	1 600 €	12 €	800 €	18 €	3 000 €	6 €	16 €	22 €
Renault Grand Scénic 7 seats Diesel	I	1 000 €	12 €	500 €	18 €	1 500 €	6 €	16 €	22 €
Nissan X-Trail 7 seats Diesel	I1	1 000 €	12 €	500 €	18 €	3 000 €	6 €	16 €	22 €
Renault Trafic 9-seat Diesel	J	1 000 €	12 €	500 €	18 €	2 000 €	6 €	16 €	22 €
Nissan X-Trail 7-seat BVA Diesel	L1	1 200 €	12 €	600 €	18 €	2 400 €	6 €	16 €	22 €

COMMERCIAL VEHICLE		Deposit	In Case of Accident			In case of Theft	Broken Glass + Punctures GT	Supplementary Insurance	
Type cars and example	Cat	Deductible in case of Accident	CDW** Cost *	CDW Non-Waivable Excess Fee	SCDW** Prix *	Deductible in case of Theft TP	Cost *	CDW + GT SERENITY PACK*	SCDW + GT SERENITY PLUS PACK*
Renault Kangoo 2.3M3 or Dacia Dokker Van 3.3M3 Diesel CU : 510 kg / 750kg - L: 1,90m - l: 1,34m 2 seats	X	650 €	*****	*****	*****	950 €	*****	*****	*****
Renault Trafic 5M3/ Citroën Jumpy 95 5M3 Diesel CU : 1075 kg / 1118 kg - L: 2,53 m - l: 2.51m 3 seats	Y	650 €	*****	*****	*****	1 000 €	*****	*****	*****
Pick up Toyota Hilux, Nissan Navara , Ford Ranger Diesel CU : 1030 kg / 1118 kg - L: 2.31m - l: 1,52m 2 seats	V	1 000 €	*****	*****	*****	3 000 €	*****	*****	*****
Renault Master 2.2 DCI, Citroën Jumper 11M3 Diesel CU : 1460 kg / 1375 kg - L: 2,58m - l: 1,38m 3 seats	Z	1 000 €	*****	*****	*****	3 000 €	*****	*****	*****
Iveco Daily Euro 6 BVA 10.8 M3 CU : 1176 kg - L: 3,54m - l: 1,74m 3 seats	Z1	1 000 €	*****	*****	*****	3 000 €	*****	*****	*****
Iveco New Daily 16M3 + Hayon CU : 1335 kg - L: 3,54m - l: 1,74m 2 seats	Z2	2 000 €	*****	*****	*****	4 000 €	*****	*****	*****
Truck Iveco New Daily +Tipper /Renault Maxity +Tipper Rear Tipper Steel 3200x200x350 (mm)	W	2 000 €	*****	*****	*****	4 000 €	*****	*****	*****

Warning: The security deposit is made only by credit card (Visa, Eurocard, Amex, BC), Visa Electron and Master Maestro are not accepted.

*Price in euro per rental day

** CDW and SCDW do not cover broken windows and damage to tires, or damage to the upper and lower parts of the Vehicle.

In case of disaster, the administrative processing fee will be applied: 50 € HT per claim.

Whatever the package purchased, the loss or deterioration of the key and the costs involved, are the responsibility of the Tenant.

SERVICES OPTIONNELS

Tous les tarifs sont TTC

LES SIEGES AUTO :



« RACHAT PARTIEL FRANCHISE COLLISION » (CDW) - Franchise réduite de 50%

« RACHAT TOTAL FRANCHISE COLLISION » (SCDW) - Franchise réduite de 100%

« DUO TRANQUILITE » : Bris de glace + assurance crevaisons (GT)

« PACK SERENITE » : Rachat partiel franchise collision + bris de glace

+ Assurance crevaisons (CDW + GT)

« PACK SERENITE PLUS » : Rachat total franchise collision + bris de glace

+ Assurance crevaisons (SCDW + GT)

« PACK FAMILLE » : Assurance annulation + conducteur additionnel +

+ 1 siège auto et 1 rehausseur

« PACK JEUNE » : Assurance jeune conducteur + pack sérénité plus

De 21 à 23 ans pour les catégories : A, AA, B, BD, C, CA, BA, CD, A1

« PACK PREMIUM » : Assurance annulation + conducteur additionnel +

Pack sérénité plus

A partir de 6€ /j selon cat

A partir de 12€ /j selon cat

6€ /j max 150€

A partir de 10€ /j

A partir de 16€ /j

Forfait 140€

Forfait 150€

Forfait 250€

SUPPLEMENTS

Assurance Annulation :

Supplément Conducteur Additionnel :

Supplément Jeune Conducteur (-23 ANS) :

Supplément Arrivée Tardive de vol (après 22H) :

Surcharge Aéroport :

Dépose Véhicule Parking Payant Aéroport :

Mise à Disposition en Agence (voir conditions en agence) :

Retour Agence Différente :

Supplément Nettoyage Véhicule :

Frais de Restitution Hors Horaire d'Ouverture :

Frais de Livraison Hors Agence (voir détail en agence) :

Frais de Remise à Niveau Carburant :

Frais de Traitement Administratif des Contraventions :

Frais de Traitement Administratif des Sinistres :

Frais de dossier en cas de mise en cause du client par une assurance adverse :

Remplacement du Kit de Sécurité (Gilet + Triangle inclus) :

Forfait 50€

Forfait 25€

Forfait 30€

Forfait 35€

Forfait 6€ /j max 30€

25€

Forfait 6€ /j max 30€

Forfait 25€

De 25€ à 100€ selon l'état

Forfait 25€

Forfait 25€

Forfait 15€

15€ par contravention

54.25€ par sinistre

120€

Forfait 22€