

These terms are intended to define the rights and obligations of the parties under the lease agreement signed by the Lessee. They apply to the Lessee designated as the main driver, and any authorised driver, specifically named in the rental contract.

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1 - AVAILABILITY - RETURN

The vehicle is made available to the Lessee at the Truche Location agency. Unless there is prior written agreement from Truche Location, it is returned to the same place or to the place mentioned on the contract. All costs incurred by Truche Location to return a vehicle returned elsewhere, without its consent, shall be borne by the Lessee.

Only the return of the vehicle, its keys and paperwork can terminate the rental period. The Lessee shall pay the caution amount of the rental before the vehicle's departure and up to the day for its return.

The return must be made at the date and time indicated in the agreement, during the opening hours of the agency for returns. When returning outside opening hours, the Lessee shall continue to assume custody of the vehicle until the opening of the agency and effective return, which will mark the end of the rental period. Until effective return, the vehicle is in the custody of the Lessee who remains fully liable, in particular for theft or damage.

Failing expressly authorised extension by Truche Location, failure to return the vehicle on the scheduled return date exposes the Lessee to criminal prosecution for misappropriation of the vehicle and breach of trust. In such cases, the contract will be terminated in all legality and the wrongs of the Tenant will not be covered by any limitations of contractual liability in the lapsed contract.

Until the effective return of the vehicle, the Lessee will be required to pay additional rental days, along with a daily indemnity as foreseen in the Truche Location price list, displayed in the agency.

2 - STATE OF VEHICLE

The vehicle is delivered to the Lessee in apparent good working condition and bodywork, with the exception of damage reported on the initial report.

This state is checked by both parties upon departure. Any qualification is to be formulated by the Lessee at the time of taking possession of the vehicle and must imperatively be mentioned on the initial report. Without reserves, the vehicle is deemed not to show any degradation, however small.

The Lessee agrees to return the vehicle in the same state as it was collected, with its keys and all the technical and administrative documentation. Any damage found on return and not reported on the initial report, will be at the Lessee's expense, subject to the provisions of Article 7.

In case of provision or return of the vehicle without the presence of the Lessor, the state reports, for departure and return, will be deemed to have been carried out mutually and will be enforceable against the Lessee. The Lessee will be informed, as appropriate, to enable it to submit its observations on return. The state reports of departure and return, recorded electronically, are available to the Lessee on request.

The vehicle is provided clean inside and outside, and any cleaning requiring prolonged action will be borne by the Lessee (stain removal, polishing, decluttering, enhanced vacuuming, bleaching, etc.)

In no event can Truche Location be held responsible for property or valuables forgotten by the Lessee in the vehicle.

GENERAL RENTAL CONDITIONS Cars - Utility Vehicles

3 - DOCUMENTS

The vehicle is equipped with all documents, equipment and accessories required by the Highway Code, the tax laws and transport regulations.

If all of the documents and equipment, including the keys, are not returned on expiry of the rental period, the said period will continue to run until the time that the Lessee produces an official certificate of loss, the cost of recovery or return to initial state being at its expense.

4 - CARE AND USE

From the time of collection to the date of return, the Lessee has control and full responsibility for the vehicle, whether rolling or parked.

In general, the Lessee and / or the Authorised driver are committed to using the vehicle with all due caution and respect, and in particular:

- Not to let anyone drive it who is not an authorised driver named in the contract,
- To only drive it on roads intended for traffic,
- Not to participate in any race, rally, test preparation or any competition of any nature whatsoever,
- Not to use it for illegal or immoral purposes or any use not provided for by the manufacturer,
- To use the appropriate fuel and meet the manufacturer's technical requirements,
- Not to overload it or modify it in any way,
- Not to use it to push, pull or tow another vehicle (except for rental vehicle with special equipment)
- Not to drive it under the influence of alcohol or under the influence of legal or illegal substances likely to impair driving,
- Not to carry out transport of passengers or freight for remuneration (unless declared in the agreement)
- Not to use it for driving lessons, - to use it in accordance with the Highway Code, regulations, customs and general legal and regulatory provisions.

The Lessee and the authorised driver are jointly and severally liable for any contravention of these obligations.

Drivers must adhere to the Truche Location instructions on the proper use of the vehicle. Truche Location may request immediate replacement of any driver who fails to comply with these instructions or rules of conduct laid down by the Highway Code and police regulations in force or whose driving might prove defective and / or dangerous.

The Lessee can neither sublet nor dispose of vehicles, or offer them in pledge or assign them as collateral and must uphold at all times the property right of the hirer. The fraudulent sale of the vehicle in flagrant disrespect of our rights is an abuse of trust (Article 314-1 of the Penal Code).

GENERAL RENTAL CONDITIONS Cars - Utility Vehicles

5 - MAINTENANCE - REPAIRS - TYRES

Truche Location undertakes to deliver a vehicle in good condition, to make repairs or change parts or tyres resulting from normal wear.

The Lessee agrees to maintain it by acting with all due responsibility, including checking water levels, oil and fluids, as well as pressure and condition of tyres, to add antifreeze as required **and this at least every 1,000 km.**

Repairs, change of parts or supplies resulting from abnormal wear, negligence or accidental cause, remain the responsibility of the Lessee.

The Lessee will notify Truche Location of any anomaly found to define by mutual agreement the conditions to continue the rental or carry out repairs. In no event shall the Lessee carry out or have carried out any intervention on the vehicle or repair, without the prior and formal agreement of Truche Location.

In the event of abnormal wear and/or damage to the tyres, the Lessee agrees to carry out tyre replacement using a tyre or tyres of the same brand at its own expense.

6 - FUEL

Fuel is at the Lessee's expense.

Unless otherwise agreed, the vehicle is issued with a full tank and must be returned with a full tank. Failing this, Truche Location will carry out this service on your behalf. The fuel and the price of the service will be billed according to the price displayed in the agency.

7 - INSURANCE

Truche Location has taken out insurance covering **mandatory civil liability for personal injury and property damage caused to third parties**, in accordance with the legal provisions in force.

7.1) Fire - Theft or damage to the Truche Location vehicle

* Terms for implementation of the excess

In case of: - culpable or partly culpable accident, even in the absence of damage to the rented vehicle, - of theft, - fire - and damage to the vehicle, its equipment or accessories, the Lessee remains liable to pay:

7.1.1 the incompressible billing of the application fee at the current rate,

7.1.2 - Fire/theft where the claim excess is indicated on the contract,

- or the amount of compensation in claims without any third party if it is less than the amount of the deductible excess,

- or the amount of the non-waivable excess on the contract, if the Lessee has taken out one of the excess redemption options.

In the event that Truche Location should be compensated by a liable third party for damage, the Lessee will be refunded the amount of the excess or non-redeemable share, net of any repair costs remaining at Truche Location's expense.

Important: If, on return of the vehicle, other damage is found resulting from distinct claims, the Tenant shall be liable to a maximum amount of the excess per claim.

* EXCLUSIONS

The Lessee will be liable for the full amount of compensation or the value of the vehicle pronounced by the insurance assessor in case of forfeiture of insurance cover, in particular in the following cases:

- the vehicle being driven by a person whose name does not appear in the contract as authorised driver,
- deliberate damage or as a result of gross negligence, or as a result of qualified negligence,
- Any damage resulting from an incorrect assessment of the size of the rented vehicle. **Warning :** this particularly concerns all damage occurring to the high top, i.e. damage located above the windshield, and the sills, i.e. damage located below the level of the doors.

GENERAL RENTAL CONDITIONS Cars - Utility Vehicles

- Driving with a BAC above the legal limit in France or under the effect of mind altering substances that would effect driving reflexes,
- damage to the inside of the vehicle,
- Damage caused to tyres and hub caps
- broken glass (windshield, panoramic roof, sunroof, etc.)
- Production of fake documents or false declaration at the time of signing the contract,
- error on the fuel type,
- damage that occurred as a result of one of the cases listed in Article 4
- abandonment of the vehicle,
- Damage arising after the date stipulated in the contract for the return of the vehicle without the express consent of the rental company,
- damages to personal effects and / or transported goods,
- theft by an employee of the Lessee, or an authorised driver.

7.2) Declaration of theft, fire or damage

In case of accident, injury, fire (even partial), or vehicle theft, the Lessee shall ensure that it will take or have taken all measures that might contribute to the observation of crime, the preservation of evidence and the protection of the vehicle.

In case of theft, it will report this to the Police or Gendarmerie authorities upon finding it. The rental will expire upon the delivery of the vehicle theft report and return of the key of the vehicle.

In case of accident, it will fill in an amicable automobile accident report, even in the absence of any identified third party.

It is recalled that this report must describe the facts and report the circumstances. It should not lead to a transaction on the responsibility of the Lessee.

Finally, the Lessee will inform Truche Location within 24 hours, excluding Sundays and public holidays, except in the event of duly justified impossibility or, where appropriate, the assistance specified in Article 9 below.

8 - PRICE - REGULATION - DEPOSIT

The amount of rental and the security deposit is determined by the current rates which the Lessee was informed of before signing this contract.

The Lessee pays Truche Location, at the latest, at the time of collecting the vehicle:

- The amount of the required deposit, which can be made by debit authorisation on credit card
- The estimated cost of the rental, calculated from the daily rate and the expected duration of the rental.

The final rental calculated at the end of the term will take into account the provisional payment paid.

The rental is per period of 24 hours. The Lessee benefits from a one hour exemption at the end of the rental. Beyond that, a new day is charged.

Specific charges may apply to the Lessee, at the end of the rental period, according to the grid displayed in the agency and of which it is aware. The Lessee expressly authorises Truche Location to use its credit card to receive its payment.

These include:

- Administrative costs of processing fines;
- A dossier fee in case of loss or damage;
- Fuel filling and refilling (see Article 6 above)
- Daily indemnities for failure to return (see Article 1)
- Insurance assessor's fees for damage requiring such intervention
- Fees for assistance in case of immobilisation of the vehicle with a responsible third party (see Article 9 below)

GENERAL RENTAL CONDITIONS Cars - Utility Vehicles

By express agreement, the amount of the deposit indicated on the other side is acquired by Truche Location to contribute to all amounts due by the Lessee to Truche Location, most especially in cases that include:

- Non-payment of the total rental cost and any accessories (indemnities, fines, specific costs etc.),
- Damage or loss of the vehicle according to the cases provided for in Article 7 above,
- Non-return of the vehicle, except in cases of force majeure and after notice.

At the end of the rental period, payment of sums due by the Lessee must intervene on return of the vehicle, or upon receipt of invoice. Failing this, after notice to pay has proved unsuccessful after eight days, the Lessee shall pay Truche Location, besides repeating fees and default interest, compensation fixed arbitrarily at 20% of the amounts due, as a penalty clause, pursuant to Article 1229 of the Civil Code.

Should the balance be in the Lessor's favour, the sums due will be reimbursed on return of the vehicle or when invoicing (if any) => within eight days of the end of the rental period.

9 - IMMOBILISATION

Failure to comply with the rules listed in Articles 4, 5 and 7 of this contract, when it results in the immobilisation of the vehicle, will likely result in invoicing for an amount calculated based on the daily rental price and number days of immobilisation, but may not exceed 30 days.

Truche Location cannot be held liable in the event of immobilisation of the vehicle resulting from other causes.

In addition to the possibility of visiting Truche Location during opening hours of the agencies, the Lessee has a 24/7 helpline accessible by telephone. If no subscription has been made to "24/7 Assistance", this service will be charged at the current rate, unless vehicle failure cannot be attributed to the Lessee.

10 - CONTRACT PERIOD - EXTENSION - BREACH

The car is granted for a fixed period as shown on the other side. Without restitution on the scheduled return date without Truche Location's prior agreement, it reserves the right to repossess the vehicle wherever it is located at the Lessee's expense, without the latter being able to claim either breach of the rental contract or demand any form of compensation.

10.1) Extension

The Lessee must ask Truche Location for an extension of the rental along with a renewal of the security deposit and the rental cost for this extension.

Truche Location reserves the right to refuse an extension, resulting in an obligation on the part of the Lessee to immediately return the vehicle.

10.2) Early termination of contract

Truche Location reserves the right to immediately and legally terminate the rental without being liable for compensation in event of a breach by the Lessee of the principal terms of this contract, in particular the terms of usage of the vehicle and payment of the rental.

In the event of the Lessee returning the vehicle before the expiry date of the rental contract, the Lessee will remain liable for the full amount of the rental period specified in the contract, in addition to any costs, accessories and allowances that may be payable.

11 - FINES - CONTRAVENTIONS

The Lessee and the authorised driver are responsible for any fines, contraventions and summonses issued against them and which are legally attributed to them, as well as any costs relating to the vehicle being impounded.

12 - UTILITY VEHICLES (SPECIFIC TERMS)

12.1) Care and use

In addition to the terms given in this present contract, the Lessee:

- Assumes responsibility for driving and transport operations,
- undertakes to only carry those goods in the vehicle that comply with that for which the vehicle is rented,
- is forbidden to transport materials likely to damage the vehicle and / or leave permanent traces resulting from either its packing or stowage,
- to use the vehicle on areas or surfaces other than for which it was designed,
- accepts liability for damage sustained by the vehicle, its equipment or its accessories during either loading or unloading,
- will be responsible for any consequences arising from any weight that exceeds the vehicle's axle weight limit or the number of authorised passengers shown on the registration document,
- return the vehicle empty of any packaging or goods.

12.2) Goods

The Lessee does not benefit from any guarantee for goods transported.

FORCE MAJEURE (ACT OF GOD)

Truche Location's responsibility cannot be engaged in the event of force majeure or unforeseen circumstances. Events considered or treated as force majeure are lockouts, work stoppage, strikes, vandalism, fire, flood, natural disasters, war, armed conflict, seizure, or customs impoundment.

14 - APPLICABLE LAW - DISPUTES

The rental contract and the terms therein are governed by French law.

In the event of non reconciliation the Commercial Court covering Truche Location's Registered Office has sole jurisdiction to pronounce judgement on all disputes relating to this current contract signed with our sales personnel.

15 - GENERIC PROVISIONS

The details provided in this current contract are mandatory. In the event that they are not provided, the vehicle rental request will not be pursued. The text in the French language shall be authentic for the interpretation and/or performance of the Contract.

The information provided may be disclosed on request by the police for a contravention of any law relating to road traffic and / or any criminal offence committed during the rental.

In the event of an Incident during rental, this information may also be recorded in a file to be transmitted to members of the CNPA Professional Branch of vehicle lessors. The right of access to the file and rectification of the information therein may be requested from: C.N.P.A. - Branche Loueurs - 50, rue Rouget de Lisle - 92158 Suresnes Cedex.

Truche Location vehicles may be equipped with a GPS tracking system to enable facilitating assistance in event of breakdown, accident or theft.