

SIXT General Terms and Conditions of Rental

The rental by SIXT SAS, one of its subsidiaries, one of its agents or one of its franchisees (hereinafter "the Owner") of motor vehicles and their equipment and accessories is exclusively subject to these General Terms and Conditions of Rental (the "GTCR") and to the special conditions arising from the contractual document ("the Rental Contract") delivered to the hirer ("the Client"). THE CLIENT ACKNOWLEDGES HAVING RECEIVED, FAMILIARISED HIMSELF WITH AND ACCEPTED THE GTCR AND THE RENTAL CONTRACT AT THE LATEST AT THE TIME OF DELIVERY OF THE VEHICLE AT THE COUNTER OF THE OWNER'S PREMISES. This acceptance of the GTCR and of the Rental Contract is expressed by the signature that the Client shall affix to an electronic terminal. The signature shall be stored electronically together with the Rental Contract on physically unalterable media. It is furthermore agreed between the parties that the image of the signatures and that of the Rental Contract shall have the legal status of an original document. In certain cases (regular clients, professional/corporate clients etc.), a signature is not systematically required at the time of concluding each Rental Contract, the parties therefore agree that acceptance of the GTCR shall arise from previous rentals or any framework contract existing between the parties.

THESE GTCR SPECIFY IN PARTICULAR THE CASES IN WHICH THE OWNER ACCEPTS A LIMITATION AND/OR AN EXCLUSION OF THE CLIENT'S OR OF ANY AUTHORISED DRIVER'S LIABILITY (THE "OPTIONAL LIMITATION OF LIABILITY").

IN THE EVENT OF A DISPUTE WITH A BUSINESS PERSON, THE PARIS COMMERCIAL COURT ("TRIBUNAL DE COMMERCE") SHALL HAVE EXCLUSIVE JURISDICTION.

ARTICLE 1 - Reservations and hires at the prepaid rate ("Prepaid")

1.1 Reservations

SIXT accepts reservations *via* its websites, its booking centre or directly on site. The reservation pertains solely to the price category chosen by the Client, and not to the brand and model of the vehicle. If the Client does not present himself on the agreed date and at the latest sixty (60) minutes after the time indicated when making the reservation, SIXT is not obliged to maintain this reservation. Cancellations may be made at any time prior to the start of the hire, except as provided otherwise for hires at the prepaid rate (Article 1.2).

1.2 Hires at the prepaid rate ("Prepaid")

The Client has the option of benefiting from competitive rates by paying the hire price at the time of the reservation ("Hire at the Prepaid Rate").

Reservations for a Hire at the Prepaid Rate are only possible *via* the booking centre or on the Internet and must be made no later than 24 hours prior to the start of the hire, that is to say prior to the actual taking of possession of the vehicle.

For these Hires at the Prepaid Rate, the reservation may be amended prior to the start of the hire. It must however occur no later than 48 hours prior to the start of the hire, that is to say prior to the actual taking of possession of the vehicle. An administrative fee amounting to 20 euro inclusive of all taxes shall be charged for each amendment.

In exchange for the preferential rate granted, the amount of the hire price shall be retained by the Owner in any event, in the case of amendment to a reservation for Hire at the Prepaid Rate. If an increase in the hire price arises from such amendment, this shall be charged to the Client.

In the event of cancellation of a reservation for a Hire at the Prepaid Rate, the hire price already paid shall be reimbursed following deduction of a penalty due in respect of the cancellation, the maximum amount of which shall correspond to the price of three (3) days rental. Where applicable, the Client shall obtain notification of the cancellation charges applicable to his reservation before he confirms it definitively. Cancellations may be made online on SIXT's website or in writing to the following address: Sixt Location de voitures, Service Réservation, Aéroport de Bâle/Mulhouse, F 68300 Saint Louis, France, Fax: +33 (0)3 90 22 80 63, e-mail: res-fr@sixt.com. In the absence of cancellation, if the Client does not present himself to take delivery of the vehicle hired at the prepaid rate on the agreed date and no later than sixty (60) minutes after the time indicated when making the reservation, the hire price already paid shall be retained by the Owner in its entirety. For Rental Contracts at the prepaid rate concluded in France for a hire starting in another country, the Owner acts solely as an agent from the member of the SIXT network established in that country.

1.3 Maximum period and renewal of the hire

The maximum period of the Rental Contract is 28 days.

At the Client's request, the Contract may be renewed. For a single vehicle, the maximum cumulative period of successive Contracts may not exceed 84 days (three 28 day periods).

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Prior to such a renewal, the Client is obliged to present the vehicle on site and to conclude a new Rental Contract. If the Client fails to present himself, the new Contract shall be concluded on the same terms and conditions as the initial Contract.

ARTICLE 2 - PERSONS AUTHORISED TO DRIVE THE VEHICLE

In principle, only the Client is entitled to drive the vehicle. If the Client desires for one or more other people to be able to use the hired vehicle under the terms and conditions arising from the Rental Contract and these GTCR, that or those other persons must fulfil the same conditions as the Client concerning the driving licence and the provision of an identity document prior to the hire ("Authorised Driver"). A supplement is charged for each Authorised Driver.

ARTICLE 3 - DOCUMENTS TO BE PROVIDED

3.1 At the time of delivery of the vehicle, the Client and, where applicable, any Authorised Driver must present themselves personally at the SIXT Agency and there submit a driving licence valid in France, permitting them to drive the hired vehicle, as well as an identity card or a passport. Depending on the category of the hired vehicle, the Owner may require that the Client and any Authorised Driver have held the driving licences for a certain period (twelve, twenty-four, thirty-six or sixty months). The Owner reserves the option to subject the hire of a vehicle to other conditions.

Clients who hire vehicles for their work needs must verify for themselves whether the Authorised Driver is in possession of a valid driving licence.

3.2 Since payment by cheque is excluded, the Client must present at the time of delivery of the vehicle a valid international bank card or credit card in his name in order to enable the Owner to verify that he is solvent. The Owner does not accept ATM cards and debit cards (Cyrus, Mastercard Maestro, Visa +, Visa Electron, Indigo, etc.). The bank card or the credit card presented by the Client at the time of delivery of the vehicle must remain valid until the time the vehicle is returned.

For vehicles belonging to the FDMR category and above, the Owner may require that two bank cards be presented.

3.3 In the event of renewal of the contract, in particular following the expiry of a hire period of 28 days, the Owner shall proceed to verify the Client's solvency again by means of the bank card or credit card originally presented.

If the result of such verification indicates a lack of solvency, the Rental Contract shall be terminated automatically and the Client must immediately return the vehicle.

3.4 In the event of hire at the prepaid rate, **AT THE TIME OF DELIVERY OF THE VEHICLE, THE CLIENT MUST TAKE WITH HIM THE BANK CARD OR THE CREDIT CARD USED WHEN MAKING THE RESERVATION.** In the event of loss or theft of the bank card or the credit card used when making the reservation prior to the delivery of the vehicle, it is imperative that the Client must contact the Booking Service using the contact details indicated in Article 1.2 of these GTCR in order to obtain an explanation of the procedure to be followed.

ARTICLE 4 - OWNERSHIP OF THE VEHICLE AND ITS ACCESSORIES

The vehicle and its accessories are the property either of the Owner, or of a third party. In any event, the Client and any Authorised Driver have neither the right to sub-hire the vehicle and its accessories, nor to proceed to make modifications or repairs to the hired vehicle and its accessories, except in the cases hereinafter specified in Article 6.

ARTICLE 5 - DELIVERY OF THE VEHICLE

The vehicle and its accessories are made available to the Client in perfect working order, subject to any non-apparent defects. The Rental Contract shall report any apparent defects in the vehicle and its accessories, the mileage and the fuel level. **THE CLIENT IS OBLIGED TO CHECK THE CONDITION OF THE VEHICLE AND THE COMMENTS APPEARING IN THE RENTAL CONTRACT AT THE TIME OF DELIVERY OF THE VEHICLE.** Where applicable, prior to his departure, the Client must report to the Owner any apparent defects not listed, as well as any divergence from the mileage and fuel level, in order that the Owner can rectify the information appearing in the Rental Contract. **IN THE ABSENCE OF SUCH INFORMATION BEING PROVIDED TO THE OWNER BY THE CLIENT PRIOR TO THE CLIENT'S DEPARTURE, NO CLAIM IN RESPECT OF APPARENT DEFECTS CAN BE CONSIDERED.**

ARTICLE 6 - UPKEEP

The Client and any Authorised Driver undertake to take care of the hired vehicle and its accessories, in particular to check the engine oil and water levels at regular intervals, as well as to ensure that the vehicle remains roadworthy throughout the hire.

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It is forbidden for the Client or any Authorised Driver to carry out repairs to the hired vehicle without the Owner's express, written content.

In the event of deterioration of one or more tyres and/or wheel rims during the hire, the Client or the Authorised Driver is obliged **to proceed at his expense** (unless he has subscribed the optional limitation of liability mentioned in Article 10.2.3) **and after having obtained the Owner's consent** to repair or change the damaged tyre and/or wheel rim with an identical new model (brand, profile, dimensions and speed rating). In such event, the Client or any Authorised Driver may only claim damages for disturbance of possession, except in the case of latent defect or non-compliant delivery, subject to the Client or the Authorised Driver's burden of proof.

ARTICLE 7 - CONDITIONS OF USE OF THE VEHICLE

The Client or any Authorised Driver is obliged not to use or to let the vehicle be used in particular:

- outside roads suitable for motor vehicles;
- for the transportation of goods in return for payment, except for commercial vehicles;
- for the transportation of people in return for payment;
- for the provision of driving instruction;
- for trials, competitions or car races;
- by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.);
- to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
- to transport any flammable, explosive or radioactive substance (oils, mineral oils, etc.) capable of damaging the vehicle or placing its occupants and/or third parties at an abnormal risk;
- to push or tow another vehicle;
- in countries prohibited by the Rental Contract;
- for any sub-hire;
- to drive in areas forbidden to the public (airport area, military zones, etc.); or
- with the aim of intentionally committing an offence.

Generally, the Client and any Authorised Driver are obliged to respect the provisions of the Highway Code and to abstain from any careless driving.

Furthermore, the Client and any Authorised Driver undertake to keep the keys in their possession, to use the anti-theft device and to lock the vehicle retaining the vehicle registration documents with them.

THE OWNER RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE SIZE OR TO THE CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR COMMERCIAL VEHICLES). ANY MISAPPRAISAL OF THE CLEARANCE IN RELATION TO THE ROAD INFRASTRUCTURE, CAUSING LOSS OF THE VEHICLE OR DAMAGES TO IT, SHALL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIMITATIONS OF LIABILITY SPECIFIED IN ARTICLE 10.2.

EVEN IF THE CLIENT HAS SUBSCRIBED TO ONE OR MORE OF THE OPTIONAL LIMITATIONS OF LIABILITY SPECIFIED IN ARTICLE 10.2, ANY USE OF THE VEHICLE CONTRARY TO THIS ARTICLE SHALL MAKE THE CLIENT OR ANY AUTHORISED DRIVER LIABLE FOR DIRECTS AND INDIRECT DAMAGES, LEGAL FEES AND COSTS, WHICH ARE THE CONSEQUENCE THEREOF.

ARTICLE 8 - RETURN OF THE HIRED VEHICLE IN CONDITION

The Client or any Authorised Driver must return the hired vehicle, its keys and its papers not later than the date and time stipulated in the Rental Contract, in its original condition described in the Rental Contract, excepting normal wear and tear of the vehicle. Except for return outside the opening hours of a SIXT agency or refusal by the Client, an examination of the vehicle shall take place in the presence of both parties and shall be subject to a return protocol signed by the Client or any Authorised Driver. A copy of this protocol shall be delivered to the Client at its request. In certain agencies, the drawing up of the protocol is carried out by means of an electronic terminal. The Client's signature on this electronic terminal shall be stored electronically together with the return protocol on physically unalterable media. It is agreed between the parties that the image of the signatures and that of the return protocol shall have the legal status of an original document.

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IF THE CLIENT OR ANY AUTHORISED DRIVER WISHES TO RETURN THE VEHICLE OUTSIDE THE OPENING HOURS OF A SIXT AGENCY, HE DOES SO AT HIS OWN RISK. Thus, even if the vehicle is parked by the Client or any Authorised Driver in the car park of the agency, and where applicable, the keys have been deposited in the agency's letter box,

the vehicle remains the responsibility of the Client or any Authorised Driver until the agency opens and the Owner takes over the vehicle. **IN THIS EVENT, AS WELL AS IN THE EVENT THAT THE CLIENT REFUSES TO EXAMINE THE CONDITION OF THE VEHICLE JOINTLY WITH THE OWNER, THE FINDINGS BY THE OWNER ALONE CONCERNING THE CONDITION OF THE SAID VEHICLE SHALL BE ASSERTABLE AGAINST THE CLIENT, AS WELL AS ANY AUTHORISED DRIVER.** The Owner shall not be held responsible for any goods left behind by the Client, any Authorised Driver or occupant of the vehicle therein.

The Rental Contract shall end at the date and time agreed and may be extended with the prior agreement of the Owner, on condition that the Client indicates its intention to extend three (3) days prior to the expiry of the agreed hire period.

In the absence of return at the date and time agreed and in the absence of extension of the Rental Contract in accordance with the provisions of the preceding paragraph, the Rental Contract is then terminated and any Optional Limitations on Liability and any Optional Insurance Policies concluded at the start of the hire shall no longer apply. In respect of the continued possession of the vehicle and until it is actually returned, the Client and any Authorised Driver shall be jointly and severally liable to the Owner for the payment of compensation for use, the amount of which shall be equal to the Owner's public rate for daily hires, as the same is displayed in the Owner's agencies, except in the event where the failure to return is not due to the Client or the Authorised Driver.

ARTICLE 9 - INSURANCE

9.1 Mandatory insurance - Civil liability (Article L.211-1 of the Insurance Code)

Any vehicle hired by the Owner is covered by a Civil Liability Insurance Policy in accordance with current regulations.

By virtue of Article R.211-5 of the Insurance Code, "the insurance obligation applies to compensation for bodily injuries or damages to property resulting, in connection with driving:

- 1° from accidents, fires or explosions caused by the vehicle, the accessories and products serving its use, the transported items and substances; or
- 2° from these accessories, items, substances or products falling off".

Subject to respecting their obligations flowing from these GTCR, the Client as well as any Authorised Driver are thus guaranteed against the financial consequences of their civil liability on account of physical injury or damages to property caused to third parties (including therein passengers of the vehicle) and in the occurrence of which the hired vehicle is implicated.

The Client or any Authorised Driver, in the driver's position at the time of the accident, is not covered by this insurance. Damages suffered by the vehicle are not covered by the mandatory Civil Liability Insurance Policy either. In this regard, the Client or any Authorised Driver has the option of limiting his liability as set out in Article 10.

The mandatory Civil Liability Insurance Policy does not apply:

- to harm caused by the Client or any Authorised Driver to their employees or agents with the hired vehicle;
- to harm suffered by persons transported when their transportation is not conducted under conditions that are sufficiently safe, such as described in Article A.211-3 of the Insurance Code;
- if, at the time of the claim, the driving licence of the Client or that of any Authorised Driver, if he is at the steering wheel, is not valid or has been withdrawn;
- generally to events excluded from the cover by Articles R.211-10 and R.211-11 of the Insurance Code;
- in the event of deliberate tortious intent or fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of use of the hired vehicle for trials, competitions or car races;
- in the event of attempted suicide or suicide;
- in the event of attempted fraud; or
- in the event of intentional false declaration in the contact details indicated on the Rental Contract or the mutually agreed accident report.

In the event of failure to respect the obligations arising from these GTCR, the Client or any Authorised Driver is bound to reimburse to the Owner any sum or compensation that the Owner shall have paid to a third party on behalf of the Client in the event of death or physical

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injuries and/or damages to property suffered by the third party.

9.2 Optional driver / transported person insurance ("Occupant Protection")

By subscribing to such optional insurance at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) at the current rate and shall benefit from cover for physical injury to the driver and

passengers of the vehicle according to the special conditions communicated to the Client prior to the conclusion of the Rental Contract.

This cover shall not apply:

- in the event of deliberate tortious intent or fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver;
- in the event of breach of the provisions of the Highway Code;
- in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, namely in particular the use:
 - outside roads suitable for motor vehicles;
 - for the transportation of goods in return for payment, except with the Owner's written authorisation;
 - for the transportation of people in return for payment;
 - for the provision of driving instruction, for trials, competitions or car races;
 - by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.);
 - to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
 - to transport any flammable, explosive or radioactive substance (oils, mineral oils, etc.) capable of damaging the vehicle or placing its occupants and/or third parties at an abnormal risk;
 - to push or tow another vehicle;
 - in countries prohibited by the Rental Contract;
 - for any sub-hire;
 - to drive in areas forbidden to the public (airport area, military zones, etc.); or
 - with the aim of intentionally committing an offence.
- in the event of attempted suicide or suicide;
- in the event of driving with a driving licence that has expired, is suspended or has been withdrawn;
- in the event of the absence of the Declaration of the circumstances of the accident or of the fire specified by Article 11.2 of these GTCR;
- in the event a Declaration of the circumstances of the accident or of the fire that does not comply with the provisions of Article 11.2 of these GTCR;
- in the event of attempted fraud;
- in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, or of the fire or in the mutually agreed report drawn up after an accident;
- for damages resulting from use of the wrong fuel; or
- in the event of non-payment of the hire price and its associated costs.

9.3 Period of validity and scope of application of insurance policies

Where applicable, the cover granted by the Owner in respect of the "Occupant Protection" is only in force for the hire period stipulated in the Rental Contract and for the countries mentioned in the Rental Contract as being authorised for driving. Beyond this deadline, and unless the extension of the Rental Contract has been formally agreed by the Owner prior to the occurrence of the accident, the Client and any Authorised Driver shall lose the benefit of this cover.

ARTICLE 10 - LOSS AND DAMAGES CAUSED TO THE VEHICLE

10.1 Principle of liability of the Client and of any Authorised Driver

IN ACCORDANCE WITH ARTICLE 1732 OF THE CIVIL CODE, THE CLIENT AND ANY AUTHORISED DRIVER ARE ANSWERABLE FOR THE LOSS OF AND ANY DAMAGES CAUSED TO THE VEHICLE DURING THE HIRE. The liability of the Client or of any Authorised Driver may include the amount of repairs assessed by an expert's opinion or charged by a garage owner, the market value of the vehicle, compensation for loss of use of the vehicle and any other associated costs related to the loss of or damages caused to the hired vehicle during the hire (such as in particular towing charges, costs of storing the vehicle, expert's valuation fees, expert's fees, 55 euro administrative charges for the processing of the case, etc.), as well as the costs of cleaning rendered necessary by the excessively dirty state of the vehicle.

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The invoice for the claim shall include the repairs costs or costs assessed by an expert's report, the automobile expert's costs, capital costs, towing charges, impoundment charges, as well as the administrative charges for the processing of the case by SIXT assessed at 55 euro.

WARNING: The Owner's vehicles are not systematically covered by insurance cover other than those resulting from the insurance required by law. Therefore, depending on the circumstances, risks such as theft or damages caused to the vehicle itself may fall to the Client and any Authorised Driver, who may therefore be obliged where applicable to reimburse the market value of the vehicle at the time of the claim.

In exchange for payment of a supplement to the price, the Owner agrees that this liability of the Client or of any Authorised Driver shall be limited and/or excluded ("Optional Limitations of Liability"). **THESE OPTIONAL LIMITATIONS OF LIABILITY, THE CONDITIONS OF WHICH APPEAR HEREINAFTER IN ARTICLE 10.2, ARE NOT INSURANCE POLICIES.**

10.2 Optional limitations of liability

The application of the Optional limitations of liability is subject to the Client respecting the provisions of these GTCR.

10.2.1 Limitation of liability in the event of theft ("Theft Protection")

By subscribing to this Optional limitation of liability at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) according to the current rate. He will then benefit along with any Authorised Driver from a limitation of his liability up to the amount indicated in the Rental Contract ("the Theft Excess") in the event of theft.

This limitation of liability does not apply:

- in the event of deliberate tortious intent or fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver (for example keys left inside the vehicle);
- in the event of the absence of the Declaration of the circumstances of the theft mentioned by Article 11.3 of these GTCR;
- in the event of a Declaration of the Circumstances of the theft that does not comply with the provisions of Article 11.3 of these GTCR;
- in the event of attempted fraud;
- in the event of intentional false declaration in the Declaration of the circumstances of the theft;
- in the event of theft of the vehicle by agents of the Client or any Authorised Driver, their family members (cf. Article 311-12 of the Criminal Code) or persons living under their roof; or
- to the theft of Client's or the Authorised Driver's belongings and goods transported in the vehicle.

10.2.2 Limitation of liability in the event of damages ("Damage Protection")

By subscribing to this Optional limitation of liability at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) according to the current rate. He will then benefit, along with any Authorised Driver, from a limitation of his liability up to the amount indicated in the Rental Contract, which may amount to total exoneration depending on the additional option subscribed ("the Damage Excess"). This limitation applies to any liability in respect of physical damages suffered by the vehicle, as well as its accessories and equipment not resulting from a theft, an attempted theft or acts of vandalism. **THE AMOUNT OF THE DAMAGE EXCESS SHALL BE CHARGED BY THE OWNER FOR EACH INSTANCE OF DAMAGE IF THERE IS NO LINK BETWEEN THEM.**

This limitation of liability does not apply:

- in the event of deliberate tortious intent or fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver;
- in the event of breach of the provisions of the Highway Code;
- in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, namely in particular the use:
 - outside roads suitable for motor vehicles;
 - for the transportation of goods in return for payment, except with the Owner's written authorisation;
 - for the transportation of people in return for payment;
 - for the provision of driving instruction, for trials, competitions or car races;
 - by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.);
 - to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;

- to transport any flammable, explosive or radioactive substance (oils, mineral oils, etc.) capable of damaging the vehicle or placing its occupants and/or third parties at an abnormal risk;
 - to push or tow another vehicle;
 - in countries prohibited by the Rental Contract;
 - for any sub-hire;
 - to drive in areas forbidden to the public (airport area, military zones, etc.); or
 - with the aim of intentionally committing an offence.
- in the event of attempted suicide or suicide;
 - in the event of driving with a driving licence that has expired, is suspended or has been withdrawn;
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- in the event of the absence of the Declaration of the circumstances of the theft mentioned by Article 11.2 of these GTCR
 - in the event a Declaration of the circumstances of the accident or of the fire that does not comply with the provisions of Article 11.2 of these GTCR;
 - in the event of attempted fraud; or
 - in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, or of the fire or in the report agreed by the parties drawn up after an accident;
 - for damages not considered as fires (that is to say combustion with flames), such as for example cigarette burns;
 - for damages suffered by Client's or the Authorised Driver's belongings or goods transported in the vehicle;
 - for internal damages;
 - for broken glass;
 - for damages suffered by the tyres;
 - for damages resulting from use of the wrong fuel;
 - in the event of non-payment of the hire price and its associated costs;
 - for damages caused to the upper parts of the vehicle, the upper parts including the elements of the bodywork situated above the upper limit of the windscreen; or
 - for damages caused to the lower parts of the vehicle for any reason whatsoever, the lower parts including elements located below the chassis.

TAKING ACCOUNT OF THESE EXCLUSIONS, IT IS AGAIN REPEATED THAT THE OWNER RECOMMENDS THAT THE CLIENT AND ANY AUTHORISED DRIVER PAY ATTENTION TO THE SIZE OR TO THE CLEARANCE OF THE VEHICLE (IN PARTICULAR FOR COMMERCIAL VEHICLES), ANY MISAPPRAISAL OF THE CLEARANCE IN RELATION TO THE ROAD INFRASTRUCTURE CAUSING LOSS OF THE VEHICLE OR DAMAGES TO IT, SHALL RESULT IN THE EXCLUSION OF ANY OPTIONAL LIMITATION OF LIABILITY HEREIN ABOVE SPECIFIED.

10.2.3 Limitation of liability in the event of damages suffered by the tyres and the windows ("Broken Glass and Tyre Protection")

As set out in Article 10.2.2 of these GTCR, damages suffered by the tyres and the windows are excluded from the Damage Protection.

By subscribing to this Optional limitation of liability at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) according to the current rate. He will then benefit along with any Authorised Driver from exoneration from his liability in respect of physical damages suffered by the tyres (excluding the wheel rims), the vehicle's glass (windscreen, side windows and rear window) as well as the glass of the exterior and interior rear view mirrors.

This Limitation of Liability does not apply:

- in the event of deliberate tortious intent or fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver;
- in the event of breach of the provisions of the Highway Code;
- **in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, as herein above reiterated in Article 10.2.2;**
- in the event of attempted suicide or suicide;
- in the event of driving with a driving licence that has expired, is suspended or has been withdrawn;
- in the event of the absence of the Declaration of the circumstances of the accident or of the fire specified by Article 11.2 of these GTCR;

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- in the event a Declaration of the circumstances of the accident or of the fire that does not comply with the provisions of Article 11.2 of these GTCR;
- in the event of attempted fraud; or
- in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, or of the fire or in the report agreed by the parties drawn up after an accident;
- for damages not considered as fires (that is to say combustion with flames), such as for example cigarette burns;
- for damages suffered by the Client's or the Authorised Driver's belongings or goods transported in the vehicle;
- for damages resulting from the use of the wrong fuel; or
- in the event of non-payment of the hire price and its associated costs.

10.2.4 Limitation of liability in the event of damages and theft ("Theft and Damage Protection")

By subscribing to this Optional limitation of liability at the time of concluding the Rental Contract, the Client agrees to pay a supplement to the daily hire price (in indivisible twenty-four (24) hour tranches) according to the current rate. He will then benefit along with any Authorised Driver from a limitation of his liability in respect of physical damages suffered by the vehicle, its accessories and equipment, as well as in the case of theft up to the amount indicated in the Rental Contract which may amount to total exoneration depending the additional option subscribed ("the Theft and Damage Excess").

This limitation of liability does not apply:

- in the event of deliberate tortious intent of fraud within the meaning of Article L.113-1 of the Insurance Code;
- in the event of negligence or recklessness by the Client or by any Authorised Driver; (for example keys left inside the vehicle);
- in the event of breach of the provisions of the Highway Code;
- in the event of use of the hired vehicle contrary to the provisions of Article 7 of these GTCR, namely in particular the use:
 - outside roads suitable for motor vehicles;
 - for the transportation of goods in return for payment, except with the Owner's written authorisation;
 - for the transportation of people in return for payment;
 - for the provision of driving instruction, for trials, competitions or car races;
 - by any person under the influence of alcohol (blood alcohol level exceeding the permitted legal level) or of any forbidden substance (drugs, medicines, etc.);
 - to transport a load or a number of passengers exceeding the instructions provided by the manufacturer;
 - to transport any flammable, explosive or radioactive substance (oils, mineral oils, etc.) capable of damaging the vehicle or placing its occupants and/or third parties at an abnormal risk;
 - to push or tow another vehicle;
 - in countries prohibited by the Rental Contract;
 - for any sub-hire;
 - to drive in areas forbidden to the public (airport area, military zones, etc.); or
 - with the aim of intentionally committing an offence.
- in the event of attempted suicide or suicide;
- in the event of driving with a driving licence that has expired, is suspended or has been withdrawn;
- in the event of the absence of the Declaration of the circumstances of the accident or of the fire specified by Article 11.2 of these GTCR; or of absence of the Declaration of the circumstances of the theft specified by Article 11.3 of these GTCR;
- in the event of a Declaration of the circumstances of the accident or of the fire that does not comply with the provisions of Article 11.2 of these GTCR or of the Declaration of the circumstances of the theft not complying with the provisions of Article 11.3 of these GTCR;
- in the event of attempted fraud; or
- in the event of intentional false declarations in the Rental Contract, in the Declaration of the circumstances of the accident, or of the fire or in the report agreed by the parties drawn up after an accident;
- for damages not considered as fires (that is to say combustion with flames), such as for example cigarette burns;
- for damages suffered by the Client's or the Authorised Driver's belongings or goods transported in the vehicle;
- for internal damages;
- **for broken glass;**
- **for damages suffered by the tyres;**
- for damages resulting from use of the wrong fuel;
- in the event of non-payment of the hire price and its associated costs;
- for damages caused to the upper parts of the vehicle, the upper parts including the elements of the bodywork situated above the upper limit of the windscreen;
- or damages caused to the lower parts of the vehicle for any reason whatsoever, the lower parts including elements located below the chassis;

- in the event of theft of the vehicle by agents of the Client or any Authorised Driver, their family members (cf. Article 311-12 of the Criminal Code) or persons living under their roof; or
- to the theft of the Client's or the Authorised Driver's belongings and goods transported in the vehicle.

10.2.5 Period of validity and application of limitations of liability

The Optional limitations of liability are only in force for the hire period stipulated in the Rental Contract. Beyond this deadline, and unless the extension of the Rental Contract has been formally agreed by the Owner prior to the occurrence of the accident, the Client and any Authorised Driver shall lose the benefit of the said Optional limitations of liability, as has already been reiterated in Article 8 of these GTCR.

ARTICLE 11 - OBLIGATIONS IN THE EVENT OF A CLAIM

11.1 General obligations

In the event of a claim of any nature whatsoever - accident, theft, attempted theft, fire, collision with a wild animal or any other damage suffered by the vehicle - (the "Claim"), the Client or any Authorised Driver must take all useful measures in order to safeguard the interests of the Owner and where applicable those of the insurance company, namely:

- alert the Owner immediately or at the latest within twenty-four (24) hours following the occurrence or the discovery of one of the claims or of the damages mentioned above;
- if necessary alert the Police department or the Gendarmerie; and
- fill out the application for declaration issued by the Owner's claims department ("the Declaration"), which must be returned to the Owner duly completed as soon as possible,

under penalty of losing the benefit of the insurance cover specified at in Article 9 and the Optional limitations of liability mentioned in Article 10.

The Declaration issued by the Owner's claims department must be returned to it as soon as possible and must mention:

- the circumstances, date, place and time of the claim;
- the name and address of any witnesses;
- where applicable the registration number of any third party vehicle involved, the name and address of the owner, the name of the insurance company and the number of the insurance policy in question.

11.2 Special obligations in the event of an accident

In the event of an accident, the Client or any Authorised Driver must, in addition to performing the obligations appearing in Article 11.1, draw up a report by completing the document made available in the vehicle, except in the event of *force majeure*.

If a police or gendarmerie report, or an affidavit has already been drawn up, these documents must be attached to the said Declaration.

The Client or any Authorised Driver is not entitled to conclude an agreement or a transaction of any nature whatsoever in the name and on behalf of the Owner and its insurer.

11.3 Special obligations in the event of theft

In the event of theft of the vehicle, a criminal complaint must be lodged immediately with the competent authorities. A copy of the record of the lodging of the criminal complaint must be delivered to the Owner as soon as possible by the Client or any Authorised Driver under penalty of losing the benefit of the Optional Limitations of Liability mentioned in Article 10.2.1.

In addition, the original keys for the vehicle must be returned to the Owner. In the event of theft or loss of the original keys, the Client or any Authorised Driver is obliged to proceed immediately to make the declaration of the theft or loss of the keys to the Owner and the competent authorities. Failing which, failure to return them shall lead to the loss of the benefit of the Optional Limitations of Liability mentioned in Article 10.2.1. Furthermore, in the absence of declaration of the theft or loss of the keys, the hire payments due shall continue to

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ARTICLE 12 - EVALUATION AND COMPENSATION PROCEDURES

Any damage reported upon return of the vehicle shall be subject to an evaluation by an independent expert approved by the insurance companies. For damages not rendering the vehicle unfit to drive, the vehicle shall not be immobilized and the appraisal shall be conducted remotely upon the basis of photographs taken at the time the vehicle was returned. The Client or any Authorised Driver may have a second appraisal conducted at his expense. This shall be carried out solely upon the basis of the elements having served to conduct the appraisal by the independent expert, immobilization of the vehicle for this purpose is excluded, unless the Client or the Authorised Driver take responsibility for the costs of immobilization, which shall as a minimum correspond to the rent for the vehicle according to the rate displayed in the agency during the period of immobilization, plus storage costs etc. In order to be able to validly contest the result of the appraisal conducted by the independent expert, the Client or any Authorised Driver must inform the Owner's claims department in writing of his intention to conduct a second appraisal and then send the report of the second appraisal within a period of one (1) month starting from the receipt of the appraisal report prepared by the independent expert to the said department at the following address: SIXT SAS, Service Sinistres, Aéroport de Bâle-Mulhouse, 68300 SAINT-LOUIS or by email to sinistre.france@sixt.com.

In the absence of a second appraisal, the parties agree that the assessment of damages conducted by the independent expert shall be definitive and they expressly acknowledge that this shall be binding upon them and shall be enforceable against them as having the status of an agreement between concerning the monetary equivalent of the damages.

The Client expressly agrees to compensate the Owner for the monetary equivalent of the damage to the hired vehicle, up to the amount for which he is responsible.

ARTICLE 13 - HIRE PRICE, MISCELLANEOUS COSTS AND PAYMENT TERMS

13.1 Hire Price - Miscellaneous costs

The Hire Price is the price resulting from the Owner's current rates as at the date of signing the Rental Contract. Promotional rates are only valid during the proposed period. In the event that this period is exceeded, the normal rate shall apply to the full hire period.

THE CLIENT AND ANY AUTHORISED DRIVER ARE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE HIRE PRICE:

The Hire Price comprises the principal hire payment and any additions to the hire payment:

- **The principal hire payment**, depending upon the rate chosen by the Client, is determined solely upon the basis of the hire period, or upon the basis of this period and the kilometres travelled.

The number of kilometres travelled during the period of the Rental Contract is that indicated by the milometer installed in the vehicle by the manufacturer. If the milometer is disconnected, a fixed amount of one thousand (1,000) kilometres per day of hire shall be charged at the current rate.

Hire periods are expressed in hire days, namely one or more consecutive period of twenty-four (24) hours, of which the first starts at the date and time at which the vehicle is delivered to the Client. Unless expressly agreed by the Owner, any day commenced is due.

- **The mandatory additions to the hire payment** are, where applicable:
 - the contribution towards the vehicle registration costs;
 - surcharges for hires made starting from an agency located at an airport or a railway station, or in the immediate vicinity; and
 - the "newly qualified driver" supplement.
- **The optional additions to the hire payment** constitute the consideration for services offered by the Owner, such as in particular:
 - The daily price of "Occupant Protection" cover and the Optional limitations of liability;
 - The daily price of hiring accessories (child seats, navigation systems, roof racks, chains and snow tyres etc.);
 - The costs of abandoning the vehicle in a different agency from that of departure, charged in accordance with the price list depending on the town of return;

- The costs for delivering and/or uplifting the vehicle from the place desired by the Client, as well as the fuel costs corresponding to the journey made by the Owner for delivery or uplift;
- The price of the fuel corresponding to a full tank for the hired vehicle in the event of conclusion of a Rental Contract including this full tank ("Fuel Included Contract"); in this event, any fuel remaining upon return of the vehicle shall not give rise to reimbursement.

THE CLIENT AND ANY AUTHORISED DRIVER SHALL BE HELD JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE OTHER COSTS AS WELL AS DAMAGES, NAMELY:

- unless a Fuel Included Contract has been concluded, the price of the fuel if the vehicle is not returned with at least the same level of fuel as when the vehicle was delivered; in this event, the Owner shall re-invoice the missing fuel at a price including the cost of the refuelling service, which can be consulted in the agency;
- any costs incurred by the Owner to recover the vehicle in the event that it should be left in a place other than that which is contractually agreed or should the Owner have to recover it following a mistake on the part of the Client or of any Authorised Driver (keys locked inside the vehicle, keys lost, malfunctioning of the vehicle following an omission or negligence of the Client or of any Authorised Driver);
- any costs incurred by the Owner, including immobilisation costs following a breach of the Highway Code, impoundment of the vehicle or apprehension of the vehicle by the Police Department, the Gendarmerie or Customs;
- administration costs linked to the processing of breaches of the Highway Code amounting to 19 euro (Article 14);
- any costs borne by the Owner to repair damages caused to the vehicle which shall be uncovered by the insurance and any Optional Limitations of Liability from which the Client benefits, namely, in particular, in addition to the damage itself, the costs of immobilisation, the costs of the appraisal, administration and case costs amounting to 55 euro, breakdown and/or towing costs.

13.2 Payment terms

Except for Hires at the prepaid rate, the Hire Price as well as the miscellaneous costs are payable on the invoice due date either at the start of the hire, or following return of the vehicle. The Hire Price for hires at the prepaid rate is due on the day of reservation, a readjustment at the end of the hire in respect of any additional hire payments and any costs and damages is nonetheless possible.

Any payment occurring after the due date indicated in the corresponding invoice shall give rise, after formal notice to the Client has remained without effect, to the payment of late penalty fees amounting to three times the statutory rate of interest for the period running from the due date until actual payment of the debt, all without prejudice, where applicable, to the Owner's right to automatically terminate the Rental Contract and demand the immediate return of the hired vehicle. In addition, the Client shall automatically be liable to pay a lump sum compensation for the costs of recovery set at fifteen (15) euro. For business persons, the amount of this compensation is increased to forty (40) euro (Articles L.441-6 I paragraph 8 and D.441-5 of the Commercial Code).

In the event of termination of the Rental Contract, the vehicle must be returned by the Client, at its expense and risk, to the address indicated by the Owner. In the event of non-return of the vehicle, the Owner shall be justified in undertaking all useful measures to obtain its return.

13.3 Security for payment

The Owner may demand the payment of an amount up to 2.5 times the agreed Hire Price inclusive of all taxes (including all the costs invoiced at the start of the hire, such as in particular the costs linked to the Optional limitations of liability and the insurance policies) as a security deposit, that amount not being capable of being less than 300 euro. However, for vehicles of the FDMR category and above, a security deposit for a higher amount may be requested by the Owner, according to the special conditions, communicated to the Client prior to the conclusion of the Rental Contract.

The Owner may demand the actual payment of the security deposit at any time, at the start of the hire or subsequently. Where applicable, the Owner must return it at the end of the hire without interest and following deduction of all costs, compensation or any other sums due by the Client.

ARTICLE 14 - TOLL ROAD CHARGES AND BREACHES OF THE HIGHWAY CODE

The Client or any Authorised Driver is obliged to pay any toll road and parking charges which originate with him. He is responsible for all the consequences of breaches of the Highway Code or of other regulations that he commits during the hire period. The owner of the vehicle, being the Owner, is legally obliged to make payment of any fine relative to breaches of the Highway Code, unless it provides the

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contact details for the Client or for any Authorised Driver responsible for the said breaches. Hence, when requested by the authorities, the Owner is induced to hand over data concerning the identity of the Client or of any Authorised Driver.

The Client shall be liable to the Owner for the sum of 19 euro per breach processed and this, by way of administration fees.

ARTICLE 15 – E-BILLING

Invoices issued by the Owner are transmitted to the Customer in electronic form at the email address specified for that purpose by the Client. The Client agrees in this respect to no longer receive printed invoices. The Client also agrees that the Owner shall send him electronic invoices established in accordance with the applicable legal provisions at the email address indicated for that purpose. The Client may at any time refuse the transmission of electronic invoices. In this case, the Client will have to bear the additional costs generated by the transmission in paper form as well as the postage.

The Client must take all the necessary measures in order to receive or - if agreed - download electronic invoices. The Client shall be responsible for disorders of any kind preventing him/her from receiving or downloading invoices sent electronically. The invoice is considered to be received once it entered the sphere controlled by the Client. In the event that the Owner only sends a notification informing the Client that the electronic invoice has been made available for download, said invoice is considered received by the Client as soon as the Client has downloaded it. The Customer is bound to regularly download the invoices at his disposal.

If an invoice cannot be received or downloaded, the Client must immediately notify the Owner. In this case, the Owner must send to the Client a copy of the invoice, identified as a copy. If disorders preventing the transmission of electronic invoices cannot be fixed quickly, the Owner is authorized to transmit the invoices in paper form until the disappearance of said disorders. The Client shall then bear the costs related to the transmission of invoices in paper form.

In the event that the Owner provides the Client with access data, a username and / or a password, the Client shall protect such data against any unauthorized access and keep them confidential. If the Client becomes aware of unauthorized access to this data, he/she must immediately inform the Owner.

ARTICLE 16 - COMPUTERISED PROCESSING OF PERSONAL DATA

The information and personal data relative to the Client and any Authorised Driver received by the Owner are necessary for the administration of the Rental Contract and to the business relationship. This information and data are also retained for security purposes, in order to respect statutory and regulatory obligations and to enable the Owner to improve and personalise the services that it offers and the information that it sends to the Client. By signing the Rental Contract, the Client and any Authorised Driver agree that the Owner, as well as companies of the SIXT group may use their data.

Furthermore, certain vehicles may be equipped by the manufacturer or the owner with a tracking device for the purpose of managing any accidents, for security reasons, for thefts and/or losses. By signing the Rental Contract, the Client and any Authorised Driver agree to the collection, via the aforementioned device, of data enabling the geographical position of the said vehicles to be determined. The data thus collected shall be retained by the Owner throughout the term of the Rental Contract and shall be accessible, where applicable, to any person possessing a right of access by virtue of the law, in particular in the context of an inquiry.

The Owner also possesses a file grouping together "Persons at Risk" enabling it, as well as companies of the SIXT group, not to authorise hires to the persons in question. As a member of the "owners" branch of the National Council of Automobile Professions (Conseil National des Professions de l'Automobile - CNPA), the Owner may transmit certain data collected in this regard to other members of the said branch, allowing them similarly to refuse hires.

In accordance with the Data Protection Law of 6 January 1978, the Client and any Authorised Driver possess a right to object, a right of access, a right to rectification and a right of suppression of personal data concerning them. It will suffice for them to send a letter in this regard to the Owner, whose contact details appear in the Rental Contract.

ARTICLE 17 - TERMINATION

The Rental Contract may be terminated unilaterally and where applicable without prior notice, by one of the parties in the event that the other party breaches its obligations arising from the said Rental Contract or from these General Terms and Conditions of Rental in whole or in part. Notwithstanding such termination, the Parties reserve the option to claim compensation for loss suffered by reason of the breach of the contractual provisions by the other party. The notice of termination must be sent to the other party by recorded delivery letter with proof of receipt.

In the event of termination of the Rental Contract, the vehicle must be returned by the Client, at his expense and risk, to the address indicated by the Owner not later than the date indicated in the letter of termination.

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In the event of non-return of the vehicle at this date, the Owner shall be justified in undertaking all useful measures to obtain its return. In the absence of return at the date and time indicated in the letter of termination, any Optional limitations of liability and Insurance Policies concluded at the start of the hire shall no longer apply. In respect of the continued possession of the vehicle and until it is actually returned, the Client and any Authorised Driver shall be jointly and severally liable to the Owner for the payment of compensation for use, the amount of which shall be equal to the Owner's public rate for daily hires, as the same is displayed in the Owner's agencies, except in the event where the failure to return is not due to the Client or the Authorised Driver.

ARTICLE 18 - ALLOCATION OF JURISDICTION

If the Client has concluded the Rental Contract in the capacity of business person, any dispute arising from the said Rental Contract shall be subject to the exclusive jurisdiction of the Paris Commercial Court.

However, the Owner reserves the option to renounce the benefit of this clause allocating jurisdiction and to bring the dispute before the Courts of the place where the Client resides or has its registered office.