

## TERMS AND CONDITIONS OF HIRE

Entrusting you this vehicle, Europcar is committed to you and you agree to return under the contractual terms and conditions which you are described below, subject to force majeure as defined by section 1148 the Civil Code. Any deviation from these terms must be agreed upon in advance and writing from the company

### 1 - General concepts and definition

The different concepts which refer to these conditions should be interpreted in the light of Recommendation 95-02 of the Commission of Unfair Terms and common law applicable to operating leases (article 1713 and the civil code). The contract of hire is made on a personal and can not be assigned.

«You, the hirer» designate (the) driver (s) and (the) payer (s) listed on the rental agreement and signed it that the Lessee.

«We, the company» means the Europcar whose name appears on the hire contract Europcar REUNION is a limited company with capital of 300,000 euros, it is located GILLOT LA FERME-97438 SANTE MARIE, registered in the Commercial Register under the number RC 75B54

«The vehicle» means a passenger car or a van let to you for the duration agreed under the hire contract.

«Damage» is considered to damage, any damage occurring to the vehicle breaks a part from glass breakage or punctures.

«Theft» is equated with theft: vandalism, theft of accessories and attempted theft

### 1-1 Our opening times

Any costs are applied for the delivery and return of vehicles off hours opening, please contact us for prices and opening hours

### 2-Pré-conditions for hire

You must provide us with evidence, all the information necessary to the establishment of your contract, including your identity, your address category and the date of issue of your driver's license, the means of payment your rent as indicated. All drivers must be aged at least 21 years holds a license issued valid for more than two years

### 3 The vehicle

#### 3-1 The vehicle's condition

A descriptive statement of the vehicle is attached to your contract. You agree to record by writing before you leave the station, any apparent defect not described. Otherwise, we are deemed to have delivered a vehicle complies with the description. Unfortunately we can not consider claims for apparent damage have not been reported upon check-out. You must return the vehicle in the condition you received it. All costs of rehabilitation, resulting from a fault of the tenant or the absence of fault of an identified third party, will overload the cost of rent, subject to terms of the section «Optional contractual waivers»

#### 3-2 Use of the vehicle

According to the principle of personal penalties, you are responsible for violations during the rental period. So you are informed that your details may be passed to the competent authorities, at their application and, if applicable, you will be liable for costs of processing file amounting to 25 (twenty five) euros. Expressly authorizes the tenant to the landlord use its means of payment, including credit card for payment the sum corresponding. You agree to use the vehicle in «good father» and including, without under the influence of alcohol or narcotics or any substance likely to affect the conducted in accordance with the rules of the road and use it in accordance to its destination, which, for a particular vehicle, is mainly the carriage of people for free and for a Utility Vehicle, is mainly that of transport of goods.

In case the conditions of vehicle use are part of a regulatory Specifically, you are responsible for compliance with this regulation throughout the contract. In addition, any violation of this regulation requires the tenant to indemnify the Lessor for any damages that it may suffer. Attention is particularly your attention to the dimensions of the Commercial Vehicles (contained within the passenger compartment and / or the plug «state of the vehicle» for the height) that require a increased attention for certain maneuvers (reversing, for example) and can make impossible the achievement of certain road infrastructure (tunnels, bridges ...) whose maximum height is, according to current regulations, signaled in advance.

**WARNING :** If incorrect assessment of the gauge of vehicle, the shock of high body and lower body are not covered under warranty damage except to prove the case of force majeure.

You do not have to use the rented vehicle including:

- \* To be rented;
- \* For the transportation of persons for compensation;
- \* For the transport of a number of people than that shown on the map vehicle's registration;
- \* To participate in rallies, competitions or trials, regardless of the place;
- \* for unauthorized use : non-motorable roads (including for 4x4), crossing raft...
- \* To give driving lessons;
- \* To push or tow another vehicle (Except with a hook-up to 1000 kg load)
- \* On non-motorable roads, or the surface or the condition of which risk for tires or parts under the vehicle;
- \* To commit an intentional offense. goods including baggage carried in the vehicle, including packaging, or damage, shall not damage the vehicle or cause very undue risk to its occupants.

When you park the vehicle, even for a short stop, you agree to cover the vehicle and key you use the alarm and / or anti-theft vehicle is equipped. You should never leave the car unoccupied with the keys in the ignition. The failure to restore the keys of the vehicle will result in forfeiture of the guarantee flight. In case of damage or theft, you must pass to the hirer the finding accident report within 48 hours, or the receipt of the theft report authorities surrendered under the 2 (two) working days, as well as keys and paper Vehicle.

**CAUTION :** Section 3-2 sets forth the minimum requirements to be observed during the period during which you have custody of the vehicle.

### 3-3 Maintenance / Mechanical Problems

During your tenancy and the number of kilometers traveled, you will perform the usual checks (engine EIGHT level beyond 1000 km, tire pressure ...), according to a use of «good father» As such, the tenant will remain vigilant to any signal emitted by the warning lights appearing on the dashboard of the vehicle, where appropriate, and will take all the necessary precautionary steps, if any, as the emergency stop. The vehicle comes with tires with the state and number are comply with road regulations. In case of damage of one of them for a cause other than normal wear and tear, latent defect or force majeure, you agree to replace it at your own expense by the same tire size, type, same brand, and even wear. In the event of mechanical breakdown or accident, you have a service department, included in the price of your rental. The conditions of this assistance are exposed on the back of this document. Any processing or mechanical intervention on the vehicle is prohibited without permission of the lessor.

### 4 - Duration of the hire

#### 4-1 Definition and computation

A rental contract has a maximum duration of 30 days. The hirer agrees to return the Vehicle to the company to the date specified in the contract under penalty of exposing themselves to civil and criminal legal proceedings. The hire duration is calculated for every 24 (twenty four) hours, no smaller, since the time of release of the vehicle. If you wish to renew the contract, you should then:

- go to a Europcar station with the vehicle;
- carry out a check of the vehicle with Europcar agent;
- satisfaction of the rent and other post closure of the contract expired;
- to sign a new contract.

The renewal of a monthly contract is strictly subject to the terms above. Moreover, the failure by the lessee of such stipulations monthly will make it automatically liable vis-à-vis the Lessor a penalty Conventional 50 (fifty) Euros ttc per day of storage of the vehicle beyond the due date of the contract, plus the cost of rent and without prejudice to the lessor, of any action civil and / or criminal proceedings which may be open on the basis of failure to return the vehicle

#### 4-2 End of rental

The hire shall end upon return of the vehicle at the company counter, to a uniformed Europcar agent. In any case you fail to return the keys to those present in the parking lot and pretending to be an agent Europcar. In the event that the vehicle is returned without its keys, they will be charged to the renter and, where appropriate, the costs of returning the vehicle. The lessor can in no way be held responsible for property that would have been forgotten in the vehicle at the end of the lease.

**WARNING :** only the possession of the vehicle documents and keys by the agent of the company, under opening of the agency concerned, can terminate the rental Reminder : You are liable until the end of your hire contract.

Exceptions: in case of forfeiture or sealing of the vehicle, the hire contract may be terminated automatically when the renter will be informed by the authorities or by the hirer. Any use of the vehicle that would prejudice the landlord allow it to automatically terminate the contract. In case of theft, the hire contract shall end upon delivery to the company of the complaint lodged by the hirer with the relevant authorities. In case of accident, the hire contract shall end upon delivery to the company of an accident report completed by the hirer and any third parties. Europcar Réunion reserves the right to make any inspection and refuse the rental or replacement of a vehicle after an accident wrongly or without third identified

## TERMS AND CONDITIONS OF HIRE

### 5 - Payment

Tenants are jointly liable for the cost of renting. The estimated cost of hire and services is payable in advance. It includes: the rental price, calculated the rates in force at the signing of the contract; any fees or costs of options accepted by the tenant, the various contributions relating to supplementary insurance underwritten or guaranteed, all increased by 20% plus the deposit, if applicable, and the evaluation of fuel service. For any payment made using a credit card, the main driver will be licensed.

In all cases permission will be requested at time of hire, for the amount of security deposit. Except in the case of advance payment, the car is returned the amount of the invoice (cf. article 5-2) will be automatically debited from the account corresponding to the map presented unless the tenant makes another payment method accepted by the lessor. The Tenant agrees already flow into the same account of non-deductible redeemable and other costs for damage or theft.

#### 5-1 Failure to Pay

In case of delay in payment materialized on the invoice by the due date, the tenant will owe a late penalty on the amount due, three times the interest rate legal effect. The tenant agrees that expressément:

\* Failure to pay any unpaid or causes an event of default for invoices not due and the termination of the contract of right. \* The lessor requires the immediate return of vehicles during the lease. Rate for

5-2 The rates for the rental, supplementary services, guarantees or insurance options are those in effect at the signing of the contract and meet the conditions you have exposed (duration, station ...). Any changes to these conditions will result the application of another rate corresponding to the new conditions. The vehicle is provided to you with full fuel. You must return it in the same state. Otherwise, the costs of Fuel service and the number of liters of missing fuel will be charged.

#### 5-3 Margin

The amount of the deposit depends on the one hand, the category of the rented vehicle and on the other hand, the supplementary waivers taken. It is intended to cover the loss suffered by the lessor resulting from damage or theft of the vehicle.

The amount is stated at the outset of the rent on your contract. If the tenant has not signed Contract Guarantee (theft and / or damage) the deposit of guarantee will equal the amount of maximum liability tenants, according to different category of vehicle available. If the tenant has signed a contractual warranty damage (CDW mentioned or delayed checked on the contract) and theft (TW mention postponed or ticked on the contract) will be claimed only a deposit equal to the amount of the non-waivable remaining payable by the tenant in case of damage or theft. The deposit may be limited or excluded based on contractual guarantees additional optional that reduce or eliminate the non-waivable (See Section 7-1 below).

The security deposit shall accrue to the lessor for damage attributable to the tenant or the absence of fault of an identified third party and in case of theft (Other than by application of contractual guarantees outlined below) and this height the damage suffered. In the absence of damage and / or theft, the amount of the deposit actually paid will be refunded at end of lease, subject to the deadline for receipt of 21 (twenty one) days for checks.

### 6 Liability for damage to the rented vehicle or theft

You are responsible for the vehicle in your custody. In case of accident, with or without identified third party, you must fill out a car accident report and submit within a period not exceeding 5 (five) working days your agency Europcar. Otherwise, if the lessor and was challenged by a opposing insurance company, then you would bear the costs of processing file amounting to 150 (one hundred fifty) euros.

In any event, you will be liable for mandatory processing fee record amounting to 50 (fifty) euros ttc, refundable if your liability would not engaged. These fees are in addition to any amount charged under the non-waivable or Franchise redeemable non-reduced (see Section 7-1 below), even beyond the ceiling of this Last, if any, and will be paid even if you have subscribed to redemption in whole franchise (Particularly in the context of the subscription option serenity).

In case of theft or damage to it because of you, or in the absence of lack of an identified third party, you shall indemnify the lessor for the damage (amount sum due under the scheme presented the document «billing rate per damage to a vehicle Europcar» or estimated by the expert estimated cost of repairs, if any, or market value of the vehicle, if any, fees ...) The cost of towing the damaged vehicle will be charged to the tenant. The establishment of a replacement vehicle and the establishment of a new contract remain on the initiative and the appreciation of Europcar By the end of the lease, in case of damage or theft, an amount equal to the deductible non-callable will be charged. If the lump sum due under the scheme presented Document «flat rate billing for damage to a vehicle Europcar» (or, where applicable, the amount of actual loss suffered by the lessor) is greater than this amount, a bill for the difference will be addressed.

If the prejudice suffered by the lessor should be reduced (vehicle within 60 days, sharing or total liability of a third ...), the / the tenant (s) is (are) reimbursed (s) in the amount of this reduction. This responsibility is limited if you have taken out the «diminished responsibility» for damages and / or flight set out in Article 7 At the express request of the lessee, in case of dispute on the amount of billing an offer is made by an expert may be drawn by him and the tenant.

### 7 - Our optional warranty terms

#### 7-1 Warranty damages and / or flight

Reduced your liability for the amount of the non-waivable, you possibility of taking the contractual guarantee for damage waiver (CDW) and / or theft (TW) when not included in our rates. You can also purchase additional optional cover damage flight and that reduce the non-waivable or cancel (Except free TW) depending on the type of vehicle This additional guarantee is called, OPTION SERENITY. The subscription of the above coverage is reached at the time of hire through a membership fee per rental day and is indicated or checked on the contract, the deductible amount may remain because there is also said.

**WARNING:** these guarantees, even when they offer a full surrender franchise does not cover damage «high cash» or «rocker» or lapses guarantees hereinafter referred to article 7-2 that remain fully applicable.

Also excluded from any warranty damage, theft of goods transported and lower damage (tires, antenna, headlight, mirrors, radio, hubcaps ...)

Depending on the level of guarantee entered into, you may be charged for each claim the amount of the non-waivable deductible or non rachatable reduced, varying by class of vehicle, which is indicated on the contract, the from your rent. If the amount of damages actually suffered by the lessor is less than this amount, only the lesser of two amounts will be due.

If your responsibility is unobstructed, and obtained a refund of responsible third party, this amount will be refunded

#### 7-2 Loss Guarantee

Drivers not specified in the lease, which remains responsible for the tenant, are not entitled to guaranteed benefits of damage or theft vehicle. Disrespect of any obligations expressly provided in Articles 2, 3-2, 4-2 of these terms will result in forfeiture contractual guarantees subscribed. Or the tenants will be responsible for the entire claim in accordance with the law of responsibility.

### 8 - Insurance / Assistance

All our vehicles are covered by a policy «Liability vis-à-vis third parties» in accordance with current regulations, Europcar has taken this insurance from the PRUDENCE CREOLE, according to Police No. 987737; They also have a support contract. You can also purchase insurance optional driver transported people (if they are not included in your negotiated rate). The conditions and limitations of insurance mandatory or optional, the contractual guarantees, as well as the support agreement are available our rental counters.

### 9 - Evidence Convention

The image of the contract will be stored on a physically unalterable medium. There is agreed between the parties that this image will have the legal value of a original document.

### 10 - Jurisdiction clause

Any dispute between merchant born of this contract and which could not lead on a mutual agreement will, to the extent permitted by law, the jurisdiction of Courts at the Headquarters du Louer Act of 06-01-1978 The information collected by the lessor are necessary to enable the car rentals and related transactions (bookings, accounting ...) In his capacity as member of the branch of the union of renters import and Trade of the Meeting (VCs), some data related to the lease, can be transmitted to the pooling of their benefit of member companies in the industry allowing them to refuse legitimately any future rental.

Name - First :

Date :

Signature of Tenant :