

GENERAL CONDITIONS FOR RENTAL OF VEHICLE WITHOUT DRIVER – LAC COMPANY – September 2023

ARTICLE 1: GENERAL PROVISIONS

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

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

Driving licence shall always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driving licence for more than one year

Please note that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions. The reservation and the security deposit must be made in the name of the driver. Unless the "additional driver" option is subscribed to, the Customer is the only driver authorized to drive the rented vehicle. The Customer is the only one authorized to sign the contract and make changes to the rental contract.

ARTICLE 2: PICKUP AND RETURN OF VEHICLE

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

The Customer shall not be authorised to deliver the vehicle elsewhere than at the rental office provided for during his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Lessor in his or her contract, the Customer will have to paid a penalty fee of 100 euros for abandoning the vehicle, as well as a fee to cover the cost of recovering the vehicle, amount which will depend of the place, time and day of recovery.

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

Besides it is absolutely forbidden to take vehicles out of the rental territory even to a bordering island. If necessary, the Customer will be deprived of contractual insurance.

ARTICLE 3: CONDITION OF VEHICLE

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

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

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

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

Additional equipment can be provided to the customer which customer will have to pay for at our desk. Those equipment (GPS, SAT NAV, baby seats, baby boosters, trolley) are giving to the customer in perfect conditions and shall therefore be returned in the exact same conditions. They will be checked when the vehicle returns. In case of deterioration or missing element, a deductible will be applied*.

ARTICLE 4: INSURANCE EXCLUSIONS

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

- by other persons than himself or herself or those approved by the Lessor, for whom he or she shall be answerable pursuant to article 1384 of the French civil code.
- by a driver under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicle,
- in competitions,
- for rental to other parties,
- to transport passengers for a financial consideration,
- to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,
- to give driving lessons,
- to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
- to be transported on board a ship, ferry, etc.

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

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

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

ARTICLE 5: RENTAL

5.1. Security deposit: A security deposit in credit card (CB, VISA, EUROCARD, AMEX) will be claimed from the Customer when picking up the vehicle. The amount of this security deposit depends on the category of the rented vehicle. It is indicated in the price lists of the Lessor and, at the start of the rental, on the contract. It is intended to cover the damage suffered by the Lessor as a result of damage and/or theft of the vehicle, this does not exempt the Customer from paying directly any sum for which he would be liable and even if these sums exceeded the amount of said security deposit. This security deposit will take the form of a bank pre-authorization subject to the rules of banking law including a blocking of the sum on the Customer's account without debit, authorization of direct debit by the Lessor valid for a period of thirty days. The credit card used must imperatively be in the name and surname of the Customer and complies with the requirements of Article 14 hereof. The lack of availability of the amount allocated to the security deposit will justify the Lessor's refusal to hand over the vehicle to the Customer, as well as the termination of the rental contract. A proof of address of less than three months (EDF-GDF receipt, telephone bill or Carte Vitale certificate) is required for any rental. It is agreed between the parties that this security deposit will remain with the Lessor in the event of damage attributable to the Customer or in the absence of fault of a third party and in the event of theft of the vehicle (unless the contractual guarantees set out above apply) and up to the amount of the damage suffered. The Lessor may also - which the Customer already authorizes - withdraw from this security deposit any sums that the Customer would be liable to the Lessor or to any person, authority, administration including in particular fuel costs, repair, maintenance, fine; even after the vehicle has been returned, as soon as the debt originates during the rental by the Customer. If the amount of the security deposit is insufficient to cover these sums, the Customer undertakes to ensure payment, on first request, to the Lessor or to whom it is entitled.

5.2. Prepayment - Extension: The payment of the rental will be made prior to the taking of the vehicle by the Customer or at the latest when taking possession in the agency. Under no circumstances can the initial payment be used for a rental extension. If the Customer wishes to keep his vehicle for a longer period than initially agreed, the Customer must return to one of the Lessor's agencies to carry out a new contract corresponding to the new period. The rate applied will be based on the public rate in force, without benefit of insurance and deductible reduction that the Customer could have subscribed. In the event of non-return of the vehicle by the Renter on the contractually agreed dates and places and in the event

of retention of the vehicle by the Renter beyond the contractual period without a new rental contract governing the extension, the Customer will be exposed to legal proceedings. He will also be deprived of all insurance and will be liable for penalties per day of delay in addition to the amount of the additional day due.

When returning the vehicle, the Customer undertakes to pay the Lessor:

- the sums due relating to the duration of the rental at the rate in force,
- the penalties applicable to each day of delay,
- the amount of supplementary insurance coverage and other optional services subscribed by the Customer at the beginning or during rental,
- all sums due in respect of infringements committed by him against the legislation relating to traffic and parking.

The amount of any balance of the invoice due by the Customer in respect of the aforementioned elements will be automatically debited from the account corresponding to the card presented unless the Customer presents another means of payment accepted by the Lessor. The Customer already accepts the debit on this same account of the amount of the non-redeemable deductible and any other costs that would be related to the vehicle, its rental or the use that will have been made by the Renter (fuel, repair, tickets, ...).

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

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

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

ARTICLE 7: RESERVATION GUARANTEE AND NO-SHOW

The reservation is guaranteed up to 1 hour after the arrival time recorded in the file. Beyond this, the reserved category may not be honored. In the event of an upgrade, the Tenant will then be liable for the price difference with the reserved category. No compensation will be granted in the event of downgrading.

For the arrangements made available at the Airport, in the event of a plane delay, the reservation will be maintained 1 hour after the actual arrival time if the flight number has been clearly specified when validating the file.

In the event that the Renter presents himself at the Agency of the Lessor beyond one hour after the time of reservation, the Lessor reserves the right as the case may be:

- to rent the vehicle again and to offer the Customer another vehicle, of the same or different category in the event that the reserved vehicle is no longer available, or
- to cancel the contract without reimbursement of the sums collected, as compensation, due to the immobilization of the vehicle.

ARTICLE 8: CANCELLATION OF RESERVATION BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of 50 euros;

- In the case of cancellation from 29 to 15 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 50% of the total amount of the reservation, and in any event not less than 50 euros;

- In the case of cancellation from 14 to 3 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 75% of the total amount of the reservation, and in any event not less than 50 euros;

In the absence of subscription of the cancellation insurance by the Customer, no refund will be made by the Lessor for a cancellation made by the Renter less than 3 days before the date of pick-up of the vehicle.

If the Lessor is forced to cancel the Customer's reservation due to the unavailability of the reserved vehicle, the Lessor undertakes to offer a vehicle of similar or higher category. If the Lessor cannot offer the Customer another vehicle during the rental period selected by the Customer, the Lessor undertakes to reimburse the Customer in full.

ARTICLE 9: EARLY RETURN

If the vehicle is returned before the scheduled rental end date, unused days will not be refunded.

The Customer will be reimbursed in the event of force majeure, death or illness justified by him.

ARTICLE 10: INSURANCE AND ADDITIONAL DAMAGE WAIVERS

All our vehicles are covered by an insurance policy as follows:

- "third party liability", in accordance with the regulations in force, as well as the following optional additional protection,

The Lessor also offers the following optional protection supplements to the Client:

- CDW and PCDW (partial or total redemption of deductible in case of damage to the rented vehicle and in case of responsible accident and degradation of the vehicle without identified third party),

- glass breakage.

The Customer may consult the details of these options, their scope and exclusions in the explanatory document of the insurance and additional protection available to the Customer at the Lessor's agency and on its website

As such, the Customer undertakes in particular to:

- declare to the Lessor within two working days (excluding public holidays) from the discovery of the accident any accident, damage or fire and immediately alert the police authorities for any theft or personal injury. This claim declaration period is also 2 working days in the event of theft of the vehicle.

- mention in the claim particularly the circumstances, the names and address of any witnesses, the name and address of the insurance company of the opposing party, as well as the policy number.

- attach to this declaration all police, gendarmerie reports, receipt for a complaint, etc.

- under no circumstances discuss liability or deal with or compromise with third parties in relation to the accident.

- do not abandon the said vehicle without taking care to ensure its safety and security.

Material damage and / or theft of the vehicle remains the responsibility of the Renter up to a deductible, the amount of which varies with the category of the vehicle.

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

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

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

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

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

Please note that in the case of an accident where the circumstances are related to the Customer's non-compliance with the French traffic code, negligence of the Customer or driving in a state of intoxication or illicit substance, the Lessor will be entitled to claim from the Customer at fault all compensation and damage suffered by third parties notwithstanding any additional protection subscribed by the Customer.

In the event that the vehicle is declared economically irreparable to the faults of the Renter, the Lessor will invoice the customer the amount of the VRADE (replacement value to be said expert) as well as the ancillary damages suffered by the Lessor because of the loss of the vehicle (the costs of recirculation, the costs of expertise, the early repayment of the loan).

The VRADE and the ancillary damages will be invoiced as follows to the Customer:

If the customer has not taken out any additional protection with the Lessor, the Lessor will invoice the entire VRADE and related damages to the Customer for reimbursement by the Customer or his insurer. The Customer undertakes in this case to communicate to the Lessor within two working days of the occurrence of the claim the contact details of his insurer. If the Customer has subscribed to an additional protection covering damage to the vehicle, the Lessor may only claim from the Customer the amount of the deductible related to the supplement subscribed. In any case, the Customer will remain fully responsible for all damage caused to the upper and lower parts of the vehicle regardless of the additional protection subscribed in accordance with Article 10 hereof.

ARTICLE 11: FUEL

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

ARTICLE 12: MAINTENANCE AND REPAIRS

During the rental, the Customer undertakes to use the vehicle reasonably. In particular, the Customer undertakes to take all necessary protective measures to keep the Vehicle in the same condition in which he took possession of it. The Customer is liable to the Lessor for any detrimental consequences arising from a breach of maintenance obligations.

The Customer is responsible for monitoring and checking the levels of oil, water, AdBlue if applicable, and any other fluid. They will carry out routine maintenance operations related to these levels. Any damage related to a negligence in monitoring levels can be fully recharged to the Customer, notwithstanding any protection formula subscribed by the Customer. The Customer must inform the Lessor of any alert or defect of the vehicle as soon as possible so that the Lessor to carry out the necessary repairs. Any modification of the Vehicle or any mechanical intervention carried out on it is prohibited without the prior authorization of the Lessor. Otherwise, the Customer will bear the duly justified costs of restoring the Vehicle to its original condition.

ARTICLE 13: LIABILITY

The Customer remains solely responsible under Articles L.121-1 and L.121-2 of the French traffic code, for fines, tickets, and minutes. He is also responsible for customs proceedings against him. Consequently, he undertakes to reimburse the Lessor for any costs of this nature that may be paid in his place. In accordance with the principle of the personality of penalties, the Customer is responsible for offences committed during the rental period. Thus, the Customer is informed that his contact details may be communicated to the competent authorities who would make the request and he will be liable for a processing fee of 15 euros including VAT. The Customer must check that he does not forget any personal effects within the vehicle. The Lessor cannot be held responsible for loss or damage to the goods left on board the vehicle, whether during or after the rental period.

Article 14: GEOLOCATION

The Lessor informs the Tenant of the existence of a device allowing the monitoring of the kilometers travelled and the management of mechanical alerts. The information collected can be used both during and after the end of the rental period. By accepting these GRT, the Tenant consents to the use of these electronic devices. The Lessor also makes available to the Renter on an optional basis a geolocation tool for eco-driving or safety purposes (in case of theft of the rented vehicle). The Lessor and the Tenant are jointly responsible for the processing implemented by the Lessor in the event of activation of this option. The Lessor undertakes to ensure that this tool complies with the recommendations of the CNIL and the obligations of the GDPR, in particular regarding its deactivation features, the security and confidentiality of the data processed, the possibility for the persons concerned to have access to the data concerning them recorded by the tool (dates and times of circulation, journeys made, etc.).

ARTICLE 15: DURATION OF CONTRACT-TERMINATION

The rental is granted for a fixed period and specified on the front of this contract. If the vehicle is not returned to the Lessor by the agreed deadline, in the absence of agreement for a possible extension, the Lessor will apply Article 5.2 hereof. Rental days are charged in twenty-four hours. On the day of the return of the vehicle at the end of the rental contract, beyond a tolerance of 30 minutes of delay an additional day will be charged to the Customer at the current rental rate.

Failure by the Tenant to comply with the rental conditions will result in the termination of the rental without prejudice to the damages that may be, if any, claimed by the Lessor.

ARTICLE 16: MEDIATION

In the event of a dispute, the Customer will first contact LAC Customer Service to resolve it amicably. If this process fails, the Client can use the online mediation service of the CMAP (Centre de Médiation et d'Arbitrage de Paris) accessible at the URL address: <http://www.cmap.fr/> or at the postal address: CMAP (Consumer Mediation Service) - 39 avenue Franklin D. Roosevelt - 75008 Paris or by email at consommation@cmmap.fr and reachable by phone at 0144951140.

For the referral to the CMAP to be admissible, the latter must contain: Your postal, email and telephone details as well as the name and full address of our company, a brief statement of the facts, and proof of the prior steps taken.

For the referral to the CMAP to be admissible, it must include: Your postal, email and telephone details as well as the full name and address of our company, a brief statement of the facts, and proof of the preliminary steps taken. In accordance with the rules applicable to mediation, it is recalled that a consumer dispute must be entrusted in advance in writing to LAC's Customer Service before any request for mediation to the CMAP.

ARTICLE 17: JURISDICTION

In the event of a dispute relating to the performance of this contract, the Customer may bring an action before the court of his place of residence at the time of the conclusion of the contract or of the harmful event, that of the place of residence of the defendant, or that of the place of delivery of the thing.

ARTICLE 18: OPPOSITION TO UNSOLICITED TELEMARKETING

The Customer who does not wish to be the subject of commercial prospecting by telephone may register free of charge on a list of opposition to unsolicited telemarketing, in application of article L.223-1 of the French consumer code.

ARTICLE 19: DATA PROCESSING AND PRIVACY

The data concerning the Client, requested during the rental, are compulsory; otherwise the sale cannot be concluded. These data are processed by the Lessor, responsible for processing, and intended for the management of the commercial relationship (rental contract, invoicing, management of tickets and claims, management of customer accounts, satisfaction survey, opinion on products / services, geolocation...). Subject to obtaining the prior and express consent of the Customer, this data can also be used to carry out commercial prospecting actions on the part of the Seller and / or its partners.

☐ I refuse to allow LAC to offer me products like those I have already ordered.

In accordance with the regulations in force, the Customer can access his data or request its erasure. The Customer also has a right of opposition, a right of rectification, a right to limit the processing of his data, a right to the portability of his data as well as the right to define directives relating to the comes out of his personal data after his death. For more information on the management of the Customer's personal data by the Seller or on the exercise of his rights, the Customer is invited to consult the Privacy Policy available at the reception, in store, or on the website or on request at dpo@qbh.fr.

**We inform our kind customers that the validity of the security deposit ("bank pre-authorization") required when renting a vehicle cannot legally exceed 30 days.
We therefore thank you for kindly noting that for any rental request for a period longer than this period, a new contract must be established in the Agency, in the presence of the tenant, and a new security deposit must be made.**

SUPPLEMENT OF RENTAL TERMS AND CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

We accept certificates of loss or theft of the driver's license issued officially, within the limit of a validity of 2 months.
In case of no presentation of the driving license, no refund of the prepaid amounts can take place.

ARTICLE 8 : INSURANCE AND ADDITIONAL DAMAGE WAIVERS

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

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

ARTICLE 13 : SECURITY DEPOSIT

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

MODIFICATION :

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

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

SERVICES BABY SHELVES / CAR SEATS / BOOSTERS :

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

After this time, there will be no refund possible.

TERMS OF ANTICIPATED OR PREPAYMENT PAYMENT

In the event of prepayment of the rental, the following provisions apply:

- The rate subject to advance payment cannot be discounted or combined with another promotional offer. Confirmation of advance payment received by e-mail or post is not transferable.
- The price excludes all additional costs which are not expressly mentioned as included in the reservation confirmation with advance payment as well as any additional optional services which remain the responsibility of the customer. A valid credit card must be presented at the rental counter when picking up the vehicle to cover in advance any additional charges that are not included in the advance payment. A bank authorization by this card is required at the start of the rental, the amount of any supplements attached at the end of the rental being debited only upon return of the vehicle.
- The rental period is calculated as stated above in 24-hour increments, starting when you pick up the vehicle. If the vehicle is kept for longer than the planned duration, the additional rental days will be invoiced at the current public rate.

Conditions Payment in 2 or 3 installments:

Jumbo Car Martinique / Rent a Car Martinique offers payment in 2 or 3 installments for any rental between €300 and €8,000, with your bank card, without any proof or other procedure. The customer must first check with his bank that his bank card can allow payment in several installments.

Otherwise, the customer will be liable to pay the remaining amount, or the amounts paid will remain retained by the rental company. The cancellation scale provided for by the C.G.L cannot be applied.

After validating your reservation and completing your personal data, when choosing the payment method, click on the image corresponding to your card type. Complete the form and confirm your payment.

The first monthly payment is debited from your bank account upon validation of your reservation. The following withdrawals will be made on the anniversary month. **Payment for the entire rental must be made before the vehicle's departure date.**

Conditions in the event of non-payment:

In the event of non-payment of one of the monthly payments, unpaid processing fees of €35 including tax will apply.

The customer must then regularize the unpaid amount or the amount remaining due.

Cancellation and refund conditions for pre-paid reservations:

Any cancellation must be the subject of a written request from the customer via the "Contact us" tab or by email to resa.jumbo.mq@gbh.fr

It will take effect on the date and time indicated on the written request sent by the customer.

Confirmation of cancellation will be sent by email to the customer.

If you subscribe to cancellation insurance when booking, the customer will benefit from free cancellation up to 24 hours before picking up the vehicle, regardless of the reason. The refund will be made by deducting the cost of cancellation insurance from the rental amount.

The Customer may cancel his reservation under the following conditions:

- For a cancellation made at least 30 days before the scheduled start date of the rental, the Customer is reimbursed the amount of his rental, less cancellation fees in the amount of 50 euros;
- For a cancellation made between D-29 days and D-15 days before the scheduled start date of the rental, the Customer is reimbursed the amount of his rental, less cancellation fees corresponding to 50% of the total amount of the rental. reservation, and which cannot be less than 50 euros;
- For a cancellation made between D-14 days D-3 days before the scheduled start date of the rental, the Customer is refunded the amount of their rental, less cancellation fees corresponding to 75% of the total amount of the reservation, and which cannot be less than 50 euros;
- If the Customer does not subscribe to cancellation insurance, no reimbursement will be made by the Renter for a cancellation made by the Renter less than 3 days before the vehicle pick-up date.
- In the event of cancellation, due to force majeure: death or illness of a direct descendant or ascendant, spouse, client himself, the client will be reimbursed the amount of his rental less the cancellation costs of a amount of 50 euros. Medical proof or death certificate must be sent for this.

In the absence of modification of the reservation in the forms indicated above, **there is no reason for reimbursement for any rental shorter than the duration provided for in the reservation**, in the event of delay in picking up the vehicle, in the event of failure to take vehicle.

On the spot :

The main driver must present a bank card in his or her name to make the deposit.

The deposit will only be made by credit card with: VISA, MASTERCARD, AMERICAN EXPRESS. It is up to the driver to check beforehand with his bank, the acceptance of his card as pre-authorization and to ensure that the bank limit is sufficient.

Cash, checks, Electron and Maestro credit cards, Nikel card, are not accepted for the deposit on site.

GENERAL INSURANCE TERMS AND CONDITIONS AND ADDITIONAL DAMAGE WAIVERS

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I – GENERAL TERMS AND CONDITIONS OF LEGAL LIABILITY INSURANCE

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

What am I insured against?

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

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

What is excluded?

Third Party Liability Insurance does not include:

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

What is my financial exposure as regards Legal Liability?

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

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

How should you inform us?

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

II – GENERAL TERMS AND CONDITIONS OF ADDITIONAL WAIVERS

2.1. COLLISION DAMAGE WAIVER (CDW)

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

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

Against what am I insured?

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

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

What is excluded from this Waiver?

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

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

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

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

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

You must:

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

What is the amount of my financial exposure?

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

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

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

2.2. THEFT WAIVER (THW)

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

Against what am I insured?

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

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

What is excluded from this Waiver?

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

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

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

You must:

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

What is the amount of my financial exposure?

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

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

2.3. PERSONAL ACCIDENT INSURANCE (PAI)

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

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

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

Against what am I insured?

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

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

What is primarily excluded from this Insurance?

Personal Accident Insurance (PAI) does not cover:

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

What is the amount of my financial exposure?


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

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

How should you inform us?

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

OUR OPTIONS AND OPTIONAL INSURANCE

Our options and insurance:	BASIC	ADDITIONAL DRIVER	CLEANING PACKAGE	GLASS BREAKAGE INSURANCE	PARTIAL EXCESS WAIVER (BODYWORK)	TOTAL EXCESS WAIVER (BODYWORK)	PACK EASY	PACK ZEN
 BASIC PROTECTION INCLUDED (PERSONS TRANSPORTED / COLLISION / THEFT) SUBJECT TO FRANCHISE	✓	✓	✓	✓	✓	✓	✓	✓
 GLASS BREAKAGE DAMAGE PROTECTION (EXCLUDING FRONT/REAR LIGHT)	✗	✗	✗	✓	✗	✗	✗	✓
 ADDITIONAL DRIVER INSURANCE	✗	✓	✗	✗	✗	✗	✓	✓
 VEHICLE CLEANING INCLUDED ON RETURN	✗	✗	✓	✗	✗	✗	✓	✗
 BODYWORK DEDUCTIBLE AMOUNT (BREAKING DOWN /SCRATCH)	100%	100%	100%	100%	50%	0%	100%	0%
 DEPOSIT AMOUNT	100%	100%	100%	100%	50%	50%	100%	50%

*** ARE NOT COVERED BY INSURANCE :**

➤ ROOF/UNDER VEHICLE DAMAGE

➤ TOWING COSTS

➤ LOSS OR DAMAGE OF KEY

➤ THEFT FOLLOWING NEGLIGENCE

➤ DAMAGE CAUSED TO TIRES AND RIMS

➤ LOSS OR DETERIORATION OF ACCESSORIES (REARVIEW MIRROR INCLUDED)

DETAILS OF APPLICABLE DEDUCTIBLES:

TOURISM VEHICLE								
CAT	VEHICLE	SECURITY DEPOSIT		PARTIAL COLLISION DAMAGE WAIVER (CDW)		TOTAL COLLISION DAMAGE WAIVER (SCDW)		
		COLLISION DEDUCTIBLE AMOUNT	THEFT	PER DAY	COLLISION DEDUCTIBLE AMOUNT	PER DAY	COLLISION DEDUCTIBLE AMOUNT	SECURITY DEPOSIT
B1 B2	Dacia Sandero	800 €	1 200 €	8 €	400 €	15 €	0 €	400 €
C1 C2 CA Q Q1	Renault Clio Peugeot 208	800 €	1 200 €	8 €	400 €	15 €	0 €	400 €
U	Renault Zoe	900 €	3 000 €	9 €	450 €	15 €	0 €	450 €
D DD DA DD	Dacia Duster	1 100 €	1 500 €	15 €	550 €	20 €	0 €	550 €
H1 H2	Renault Kadjar Nissan Qashqai Renault Austral	1 400 €	3 500 €	15 €	700 €	20 €	0 €	700 €
F I	Dacia Lodgy Renault Scénic manuel	1 400 €	3 500 €	15 €	700 €	20 €	0 €	700 €
L1	Renault Scénic	1 500 €	2 800 €	15 €	750 €	20 €	0 €	750 €
J	Renault Trafic ou Peugeot Expert	1 600 €	3 000 €	15 €	800 €	20 €	0 €	800 €
COMMERCIAL VEHICLE								
CAT	VÉHICULES	SECURITY DEPOSIT		PARTIAL COLLISION DAMAGE WAIVER (CDW)		TOTAL COLLISION DAMAGE WAIVER (SCDW)		
		COLLISION DEDUCTIBLE AMOUNT	THEFT	PER DAY	COLLISION DEDUCTIBLE AMOUNT	PER DAY	COLLISION DEDUCTIBLE AMOUNT	SECURITY DEPOSIT
V	Pick up	1 200 €	1 800 €	****	****	****	****	****
W	Camion benne	2 000 €	4 000 €	****	****	****	****	****
X	Dacia Dokker ou Renault Kangoo	900 €	1 200 €	****	****	****	****	****
Y	Renaut Trafic	1 200 €	1 800 €	****	****	****	****	****
Z	Renault Master	1 200 €	1 800 €	****	****	****	****	****
Z2	Fourgon hayon	2 000 €	4 000 €	****	****	****	****	****
ZF	Fourgon Frigo	2 000 €	4 000 €	****	****	****	****	****

OPTIONAL ACCESSORIES

Rates all tax included

<div>BABY SHELL</div> 	<div>BABY SEAT</div> 	<div>HIGH-BACKED BOOSTER SEAT</div> 	<div>BOOSTER SEAT</div> 	<div>STROLLER</div> 	<div>BABY BED</div> 	<div>BABY CARRIER</div> 
6€/j Max 60€	5€/j Max 40€	5€/j Max 40€	5€/j Max 20€	5€/j Max 40€	5€/j Max 40€	5€/j Max 60€

INSURANCE & SUPPLEMENTS

Partial collision damage waiver (CDW)

(Excluding broken glass, tyres, roof and mechanical part located under the vehicle, Accessories including rearview mirror)

Total collision damage waiver (SCDW)

(Excluding broken glass, tyres, roof and mechanical part located under the vehicle, Accessories including rearview mirror)

Cancellation Insurance J-24H :

Glass breakage insurance (GLASS):

(excluding front and rear lights)

Additional driver surcharge (ADDRIV):

Young driver surcharge (-23 years old) :

« ZEN PACK » : SCDW + GLASS + ADDRIV

« EASY PACK » : leveling the tank + filling service

«ONLINE SECURITY DEPOSIT» : quick access + management of the deposit & preparation of the rental agreement before your arrival

« SWIKLY » (in the event of a credit card ceiling problem, on site)

Flight delay cost (after 22H) :

Airport fees :

Provision in Agency:

One Way:

Vehicle cleaning service (before rental agreement) :

Extra cleaning (according to the state of the car):

Fuel top-up fees :

Administrative cost in case of fine :

Administrative processing of accidents/damages :

Application fees in case of questioning by an opposite insurance company :

Replacement safety kit (vest and safety triangle included on the vehicle) :

Cost of Vehicle Downtime amounting :

8€/j (Cat. A, B1, B2, C1, C2, Q, Q1, CA)

9€/j (Cat. U)

15€/j (Cat. D, DD, H1, H2, I, J, L1)

15€/j (Cat. A, B1, B2, C1, C2, Q, CA, U)

20€/j (Cat. D, DD, H1, H2, I, J, L1)

Package 50€

3€/j (Cat. A, B1, B2, C1, C2, Q, Q1, CA, U)

6€/j (Cat. D, DD, H1, H2, I, J, L1)

5€/j (max 25€)

5€/j (max 50€)

From 16 to 35€/j depending length and cat.

Package 110€ (A,)

Package 130€ (C1, C2, CA, Q)

Package 140€ (B1, B2, Q1, D, DD, F, H, I)

Package 150€ (H1, H2, L1)

Package 200€ (J)

Package 20€

Package 30€

Package 35€

INCLUDED

INCLUDED

Package 25€

Package 60€

From 25€ to 100€

Package 15€

15€ per fine

50€ per file

120€

Package 22€

Depending length and cat.