

GENERAL CONDITIONS FOR HANDYNAMIC SHORT TERM VEHICLE HIRE

The point of hire (hereinafter the RENTAL OPERATOR), whose name is on the lease contract, leases to the customer (hereinafter the LESSEE), whose signature also appears in the contract, the vehicle (hereinafter the VEHICLE) identified in the contract (on reverse) according to the General and Specific Conditions that the LESSEE accepts and agrees to comply with:

I - CONDITION OF VEHICLE - POSSESSION - SAFEKEEPING AND RETURN: at the time of signature of this contract, the LESSEE must provide the departure agency with identification and a driver's license, as required according to the provisions of Article II below, valid in Metropolitan France, as well as a proof of residence less than 2 months old. Drivers approved by the RENTAL OPERATOR (up to three), and fulfilling the conditions defined in this contract must also submit identification and a valid driver's license to the RENTAL OPERATOR. The Lessee acknowledges that the VEHICLE has been made available in good condition with respect to its bodywork and original accessories, with the exception of damage reported in the "Vehicle Description Report" appearing on the front of this contract or in the "Vehicle Description Report" appended hereto. If it has been provided to the LESSEE, and in apparent good working condition, reserve made for non-apparent and particularly concealed mechanical defects, he/she has possession of the VEHICLE, in accordance with Article 1384 - Paragraph I of the Civil Code and therefore must ensure the use, management and control of the VEHICLE with "due diligence". The VEHICLE must be returned to the point of departure, during the agency's opening hours, on the date specified in the specific conditions appearing on the front of this contract. If the LESSEE would like to extend the period of hire and change this date, he/she must notify the RENTAL OPERATOR and obtain its prior approval. The VEHICLE must be returned in the same condition with respect to operability and bodywork as when it was made available for hire, with the tires and spare tire in good condition. Otherwise, the costs to restore the VEHICLE to its original condition of hire will be borne by the LESSEE. To this end, at the time that the vehicle is returned, the "Vehicle Description Report" will be completed or, if it has been established, the "Vehicle Description Report" record, before being signed by the LESSEE. The vehicle maintenance costs being included in the rates, any costs of this nature borne and paid for by the LESSEE are reimbursable on presentation of the paid invoice if they have been pre-approved by the RENTAL OPERATOR. The rates are not including fuel, if the VEHICLE is not returned with the same level of fuel than the beginning of the rental as it's written on the contract, the LESSEE must pay the additional amount to fill the tank at the price set and displayed by the RENTAL OPERATOR at the time that this contract is signed.

II - USE OF VEHICLE: The LESSEE and drivers approved by the RENTAL OPERATOR and fulfilling the conditions defined in this contract must be over 21 years of age and have held a B driving license for more than two years. The VEHICLE may not be used in an abnormal way, in particular: off roadways; for motor vehicle rallies or competitions as well as their trials; for driver training; to provide for sub-lease; for the transport of flammable, explosive, corrosive, oxidizing, radioactive materials or sources of ionizing radiation, unless it is a matter of transporting oil, mineral spirits or similar products up to the maximum amount of 600 litres. The LESSEE agrees, except for legitimate reasons, it being understood that the LESSEE is fully responsible to the RENTAL OPERATOR for any damage that may be caused thereby to the VEHICLE, not to allow persons other than those approved by the RENTAL OPERATOR and fulfilling the conditions set out in this contract to operate the VEHICLE. The LESSEE agrees to transport, at most, the number of people listed on the vehicle registration card, in the VEHICLE. When the vehicle is not being driven, the LESSEE agrees to lock the vehicle, not to leave the vehicle registration card inside the VEHICLE and to engage the anti-theft device and/or set the alarm if the VEHICLE is so equipped. The rental VEHICLE may not be used by the LESSEE in countries other than those mentioned on the international motor vehicle insurance card (green card) for the said vehicle. All of the obligations incumbent upon the LESSEE under this lease contract will also be incumbent upon the drivers authorized by the RENTAL OPERATOR.

III - PRICE AND PAYMENT FOR THE HIRE: The rates indicated are valid within Metropolitan France, based on vehicle availability. The LESSEE agrees to pay:

⊗ A mileage amount calculated per kilometre at the prevailing rates for the rate category applied by the RENTAL OPERATOR. If it can be demonstrated that the odometer has been disconnected by the LESSEE, a fixed fee of 1,000 km per day of hire will be charged, without prejudice to legal proceedings incurred by the LESSEE. In addition, in the event of non-compliance with time limits agreed to by the Parties and appearing in this contract, for reasons dependent upon the LESSEE, the "additional day" fixed rate will apply.

⊗ The following fees shall apply for the duration of the rental period (each day commenced being due):

- Reduced deductible option, included in the rental rates, if this option is subscribed to;
- The "individual driver coverage" option, included in the rental rates, if this option is subscribed to;
- Fuel, including in particular the amount to fill the tank if the VEHICLE is not returned with a full tank of fuel;
- The return cost, if for a reason dependent upon the will of the LESSEE, the VEHICLE is not returned to the agency of departure, but is left in another location;
- All of the costs resulting from an offence under the Highway Code (including impoundment) or the provisions of the Insurance Code, committed by the LESSEE or due to his or her own doing.
- An amount equal to the costs incurred by the RENTAL OPERATOR, for the repair of damage caused to the VEHICLE following use otherwise than as defined in this contract;
- The cost of the various fees and services referred to in this contract;
- All taxes on the payments stipulated in the contract.

An advance payment of an amount equal to the cost of the hire, calculated according to the LESSEE's statements at the time of signature of this contract, shall be made by the LESSEE on this date. This amount will be increased as applicable at the time that the VEHICLE is returned, by such amounts as the LESSEE may be liable to pay to the RENTAL OPERATOR. The vehicle hire may be paid for by credit card, cheque or cash. In case of payment by cheque or cash, at the time the VEHICLE is made available and the rental advance payment is made, the LESSEE will be asked to provide a security deposit, whose amount is calculated based on the amount of the irredeemable deductibles, and a full tank of fuel at the price set and posted by the RENTAL OPERATOR on the day that the contract is signed. The security deposit will be returned to the LESSEE upon return of the vehicle by the LESSEE to the RENTAL OPERATOR. The RENTAL OPERATOR may, however, deduct from the security deposit to be returned to the LESSEE, in case of refusal by the former to pay to it the amounts that may be due for extension of the initial term of hire and/or any exceeded expected mileage, the non-redeemable deductibles and fees referred to above, as well as any costs to restore the VEHICLE as referred to in Articles I and V of this contract, without prejudice to any legal action that the RENTAL OPERATOR may commence against the LESSEE in order to obtain payment of the debt as well as payment for any damages. When paying by credit card, the RENTAL OPERATOR reserves the right, in the event that the LESSEE refuses to pay additional sums for which he/she may be liable under this contract, to recover such amounts directly using the information appearing on the credit card provided by the LESSEE at the time of signature of the contract.

IV - CIVIL LIABILITY INSURANCE: Subject to the application of the legal exclusions provided by Articles 211.8 and following of the Insurance Code, the VEHICLE is insured by the RENTAL OPERATOR's Civil Liability Insurance in compliance with Article L211.1 of the Insurance Code. In the event of a claim event or accident, the LESSEE must report this to the RENTAL OPERATOR within five days of its occurrence (in accordance with Article L113.2 of the Insurance Code), and provide the RENTAL OPERATOR with the motor vehicle accident report, which must be duly completed and signed by the parties. In case of poor or incomplete preparation of the motor vehicle accident report preventing any recourse by the RENTAL OPERATOR against the third party responsible, the RENTAL OPERATOR may then have recourse against the LESSEE or the authorized driver involved.

V - DAMAGE TO THE VEHICLE: If the provisions of these contract terms have been complied with, and in particular Article II, the LESSEE's responsibility is then limited according to the conditions below, it being understood that the LESSEE automatically subrogates his or her rights to exercise recourse against third parties to the RENTAL OPERATOR for the following damage:

- a) Fire: In case of fire affecting the VEHICLE, the LESSEE's responsibility is limited to the amount of the damages deductible indicated in the specific conditions appearing on the front of this contract. This deductible will be refunded if recourse brought against the responsible third party is fruitful. The LESSEE is solely responsible for the consequences of the fire, with respect to clothing and items being transported. The LESSEE is covered up to the amount of damage caused to the vehicle, minus the amount of the damages deductible, provided he or she returns the vehicle registration card and the keys to the VEHICLE to the RENTAL OPERATOR unless this can be justified by an occurrence of force majeure or a legitimate reason recognized as such by the RENTAL OPERATOR. Failing this, the LESSEE, unless he or she can prove his or her lack of fault, must indemnify the RENTAL OPERATOR for its damages, according to common law. Upon the occurrence of a fire, the LESSEE shall notify the RENTAL OPERATOR thereof within a maximum period of 5 days.
- b) Theft: In case of theft of the VEHICLE, the LESSEE's responsibility is limited to an amount equal to the amount of the damages deductible indicated in the specific conditions appearing on the front of this contract. This deductible will be refunded if recourse brought against the responsible third party is fruitful. The LESSEE remains solely responsible for the consequences of the theft, with respect to clothing and items being transported. The LESSEE is covered up to the amount of the damage caused to the vehicle, less an amount equal to twice the amount of the damages deductible, provided that the conditions set out below are met:
 - The LESSEE must report the theft to the Local Police or the Gendarmerie and then notify the RENTAL OPERATOR of this, within a maximum period of 48 hours after discovery of the theft.
 - The LESSEE must return the vehicle registration card, keys and VEHICLE documents to the RENTAL OPERATOR, as well as the receipt for the declaration of theft prepared with the police authorities, unless this is justified by a case of force majeure or legitimate grounds.

Failing respect of these conditions, the LESSEE, unless he or she can prove his or her lack of fault, must indemnify the RENTAL OPERATOR for its damages, according to common law.

- c) Accidental Damage to the VEHICLE: In case of accidental damage to the VEHICLE, the LESSEE's responsibility is limited to the amount of the damages deductible indicated in the specific conditions appearing on the front of this contract. If the amount of the damage is less than the deductible, the LESSEE's liability shall be limited to this amount. The deductible will be refunded if recourse brought against the responsible third party is fruitful. **In case of damage to the upper parts of the VEHICLE, the cost of the repairs will be borne by the LESSEE if the damage is due to a miscalculation by the LESSEE of the VEHICLE's dimensions.** As soon as the damage, even partial, occurs, the LESSEE must notify the RENTAL OPERATOR within a maximum of five days under penalty of being held liable to indemnify the RENTAL OPERATOR for the damages suffered as a result. The declaration must include the circumstances, the date, time and place of the incident, the nature of the damage, and unless it is duly proven to be impossible, identification of the vehicles involved, the names and addresses of the drivers involved and the witnesses, contact details for the insurance companies and policy numbers. The LESSEE must attach to this declaration a copy of the report from the Police or Gendarmerie that may be prepared at the time of the incident or, failing this, provide the contact details for the Police agency or Gendarmerie that intervened. The LESSEE must also submit the motor vehicle accident report to the RENTAL OPERATOR, which must be duly completed and signed by the parties. In case of poor or incomplete drafting of the motor vehicle accident report, the RENTAL OPERATOR reserves the right to follow up with the LESSEE or the authorized driver who may have been involved. Any damage in addition to the damage caused by the accident, which is the direct result of fault or negligence by the LESSEE, will be his or her responsibility, and he or she must bear the cost of this. In the case where several successive events occur, a deductible will be applied for each event. In case of multiple damage resulting from one single event, one single deductible will be applied.

VI - COVERAGE FOR THE LESSEE OR DRIVER APPROVED BY THE RENTAL OPERATOR: Rental rates include an "individual driver coverage" option, which applies to the LESSEE but also to drivers approved by the RENTAL OPERATOR. This coverage applies in the event of death and disability, and covers the hospitalization costs and medical costs resulting from an accident. The allowances allocated in the event of disability will not be paid until after Social Security has ruled on the applicant's disability (presentation of proof is required); Reimbursement of medical expenses can only take place after presentation by the driver of proof that these costs are not covered by Social Security or by any Mutual insurance fund. If the LESSEE decides not to purchase this option, a daily amount corresponding to the VEHICLE category will be deducted from the rate indicated, but in this case, the costs referred to above remain his or her full responsibility.

VII - WAIVER OF LIABILITY: Any VEHICLE driven under the influence of alcohol or narcotics shall lead to the LESSEE or drivers approved by the RENTAL OPERATOR forfeiting all of the benefits that they may receive under this contract. Also not covered is damage suffered by persons previously afflicted with permanent total disability, and repair professionals for the sale or inspection of the automobile, in the exercise of their functions. This is also the case if the LESSEE or drivers approved by the RENTAL OPERATOR do not meet the age requirement or do not possess the valid certificates required by the regulations in force in order to drive the VEHICLE. This is also the case in the event of incidents caused by a foreign war or civil war (Article L121-8 of the Insurance Code) and incidents resulting from riots or civil uprisings, and acts of terrorism and sabotage through concerted action. This is also the case in the event of damage or deterioration caused by weapons or devices designed to explode by changes to the structure of the nucleus of the atom, by any nuclear fuel or radioactive products or wastes, or from any other source of ionizing radiation and which engages the sole liability of the operator of a nuclear facility.

VIII - OTHER PROVISIONS: In no case may the LESSEE claim cumulative rate benefits for the same contract. Any damage caused to the VEHICLE by the transport of goods, objects or animals is the responsibility of the LESSEE. Any dispute may, at the request of the parties, give rise, at the applicant's expense, to expert appraisal within a time period of 7 days.

IX - JURISDICTION: Any dispute concerning the implementation or interpretation of this contract is within the exclusive jurisdiction of the Court in the jurisdiction where the RENTAL OPERATOR's facility is located when the LESSEE is a professional. When the LESSEE is an individual, the choice of Court shall be in accordance with the law.

Name of Lessee: _____	Signature: "Read and approved"
Date: _____	