



# Blacksheep: Terms and Conditions

## Article 1. Object

The purpose of these terms and conditions of the lease (the "LCCs") is to define the terms and conditions under which BLACKSHEEP, Company by Shares Simplified with a capital of 10,000 euros, registered in the Register of Commerce and Companies of Lyon under the number 532 229 135 and with its head office located 430 rue du Companet - 69140 RILLIEUX-LA-PAPE (hereafter referred to as the "Loueur de vans designed and minibuses"), as well as its legal representatives and business partners, provide the Tenant, for a fee, with a Motor Vehicle (hereafter referred to as the "Vehicle").

## Article 2. Contract package

The rental offer underwritten by the Tenant is deemed to be worth specific rental conditions (hereafter referred to as the "CPL"). Thus, in the presence of conflicting clauses in the CPL and LCS, LPCs will take precedence.

The Tenant may eventually enter into Special Lease Conditions in the event of an application to extend the rental period of the Vehicle running the Lease Agreement.

LMCs, LCPs and, if applicable, LCS and the return report form an individual contract for rental and associated services (the "Lease Contract").

The contractual documents listed above constitute, with exception, for each lease agreement concerned, the entire agreement between the Parties with respect to its purpose. As a result, they replace and cancel all statements, negotiations, commitments, oral or written communications, acceptances, agreements and prior agreements between the Parties, relating to the same purpose.

## Article 3. Acceptance of LCRs

The signature of the CPL and/or the Verbal Trial of care and restitution is worth acceptance, without restriction, of the LCLs. The Tenant then declares that he has been aware of these and accepts them without reservation.

## Article 4. Take effect / Lease term

The Lease Agreement takes effect on the day the Tenant takes over the Vehicle.

The duration of the lease is in the CPL and may not be less than two (2) days.

When the duration of the lease, as originally indicated in the CPLs signed by the Parties or, if necessary, in the CSLs is reached, the Tenant will be required to return

the Vehicle in the terms provided in article 14 of these.

If necessary and after the vehicle is returned, the Renter of vans and minibuses reserves the right, which the tenant agrees, to make an adjustment of the rental price, according to the terms defined in Article 13 of the LMCs.

The amount of this adjustment will be paid to the renter and minibus renter at the time of the return of the Vehicle. An adjustment invoice will then be issued by the Renter of vans and minibuses, an invoice whose payment terms are defined in Article 4.2. CGL.

## Article 5. Booking the Vehicle

### Section 5.01 Requirements

The Tenant must be of age.

The driver of the vehicle (hereafter referred to as the "Driver"), must be at least 21 years old and have held a valid driver's licence in the category of the Vehicle for at least 2 years (25 years and 3 years of licence for minibuses). A driver's licence issued by a Member State of the European Economic Area (i.e. Member States of the European Union, Iceland, Liechtenstein and Norway) is valid in France. Holders of a permit issued by an external state will be required to present a permit with a photograph, and written in French or accompanied by an official translation. An international driver's license must be accompanied by a national driver's license. The possession of a "white" or restricted licence, or a declaration of loss or theft of the driver's licence does not authorize the rental of the vehicle. The Driver must certify on the honour of the validity of his driver's licence as well as the absence, suspension, restriction or cancellation of the driver's licence.

### Section 5.02 Reservation Terms

In order to book the Vehicle, the Tenant has three options:

- either, go to the website of the renter and minibus company accessible at the following address [www.blacksheep-van.com](http://www.blacksheep-van.com), under "Reservations", and fill out the form provided for this purpose;

- either, go to one of the network's agencies during business hours and provide the operator with all the information that will be requested (name, first name, postal address, email address, desired dates, selected options, etc.);

Or call the van and minibus rental company on 09 51 38 88 15 and provide the operator with all the information requested (name, first name, postal address, email address, desired dates, options, etc.).

### Section 5.03 Vehicles

The Rental of vans and minibuses offers for hire, 3 types of vehicles:

Minibuses, which can accommodate up to 9 people (including adults and children);

The vans, which can accommodate 2 to 6 people (including adults and children) depending on the model.

The 4×4 pick-up trucks equipped with a "camper" type cell that can accommodate up to 5 people (including adults and children)

All the vans are equipped with:

Accessories made mandatory by regulation, including a high-visibility vest, a pre-signal triangle, a box of light bulbs and fuses (except for vehicles equipped with LED headlights) and a can of one litre of oil. In the event of non-restitution, the renter of a converted van and minibus will charge a flat penalty of 30.00 euros (thirty euros all taxes included) per accessory not returned.

- camping accessories and equipment to prepare a meal, eat and sleep as detailed in the vehicle's technical sheet on the [www.blacksheep-van.com](http://www.blacksheep-van.com) website.

In addition, the renter and minibus company offers the Tenant to subscribe to various options at the time of booking the Vehicle, including:

Choice of comfort options (GPS, barbecue, bike rack,...

Choice of insurance packages;

Choice of the household package;

Choice of Cancellation Option (Article 12 of these CGV)

The comprehensive list of options, and associated prices, is exclusively available on the [www.blacksheep-van.com](http://www.blacksheep-van.com) website. The renter and minibus renter reserves the right to modify this list at any time; The Tenant is therefore invited to consult it regularly.

## Section 5.04 Booking Validation

In order to validate the booking, the Tenant must make a payment of a down payment in accordance with the stipulations of Article 6, Section 6.02 of the LMC.

It is specified that when the Tenant opts for the payment of the deposit by bank/postal cheque, the validation of the booking will be considered valid only from the correct cashing of the deposit by the Renter of the vans arranged and minibuses.

## Section 5.05 Booking Confirmation

As soon as the Tenant has validated his booking, in accordance with the above provisions, the renter and minibus company send him electronically or by post (on the Tenant's express request, management fees of 5 euros in addition):

A summary of the car rental order (selected options, package chosen, balance remaining to be paid to the renter and minibus, etc.)

Information on the availability of the Vehicle, including the agreed date and location of availability

The full list of documents to be presented to the renter of van and minibuses on the day of the provision.

The renter of the vans and minibuses cannot be considered to be responsible for the damage resulting from the loss or theft of the confirmation of the booking sent to the Tenant or the use of this document by a third party.

The Rental of vans and minibuses will not be held responsible for the possible delay in making the Vehicle available when this delay is caused by the fact that the information transmitted by the Tenant is incomplete or inaccurate, which the tenant expressly accepts.

The attachment of the roof bars and bike racks and their loading are the responsibility of the tenant. In the event of degradation, loss of load or accident caused by the loss or stalling of the load or support, the renter cannot be held responsible.

## Section 5.06 Right of Retraction

In accordance with Article L221-28 of the Consumer Code, there is no withdrawal period for the Tenant ordering remotely (via the Internet or telephone) from the validation of the booking.

## Article 6. Prices and payment terms

### Section 6.01 Price

Prices are expressed in euros, HT (excluding taxes) and TTC (all taxes included). They are subject to review at any time. The base price consists of a kilometer package according to the rates in effect on the day of the booking validation, as communicated to the Tenant prior to the booking of the Vehicle by the latter.

This price includes:

All-risk liability insurance within the limits of the provisions of Article 12 and subject to the settlement of the deductible and damages in excess of the amount of the deductible,

Technical assistance for the 24-hour vehicle (towing or towing of the vehicle in the event of a stop following a breakdown, accident or fire);

It can be increased:

The cost of the options taken out by the Tenant at the time of booking, as defined herethwise;

The cost of extending the term of the lease, as contained in the CSLs;

The cost of penalties applied, if any, to the Tenant at the time of the vehicle's return and referred to in Article 13.

This price does not include:

Fuel;

Options (GPS, bike rack..) not underwritten at the time of booking;

Possible mileage overruns;

Damage to ice breakage, tires, roof, under/down of the car and interior of the vehicle, optics (lights, flashing, ...), mirrors, not supported by insurance;

Overtime resulting in a penalty set by the Renter of vans and minibuses and resulting in additional billing;

The amount of the deductible charged by the renter of vans and minibuses in case of accident or damage to the Vehicle with or without known third parties;

Possible parking and motorway charges;

The cost of expert findings;

Tickets for which the driver of the vehicle may be liable,

The cost of repairs not covered by the insurance underwritten, the amount of which would exceed the amount of the deductible chosen.

## Section 6.02 Payment Terms

### (a) Down payment

The Tenant must pay the Renter of the vans and minibuses a deposit of 50% (fifty percent) of the total rental price of the Vehicle. The payment of the deposit is made, depending on the method of booking chosen, by bank card/credit card, or by bank/postal cheque issued by a French bank:

In the case of an online booking on the [www.blacksheep-van.com](http://www.blacksheep-van.com) website, the Tenant must make the payment of the deposit, by filling out the secure payment form provided for this purpose;

In the event of a reservation made by telephone, the Tenant can make the payment of the deposit either by bank card/credit card, or by sending a bank/postal cheque to the Renter of the vans and minibuses, at the address indicated on the booking confirmation, no later than 3 (three) days following the booking and/or at least 7 (seven) days before the pick-up of the vehicle.

#### (b) Balance

Without prejudice to the provisions contained in article 13 of these, the Tenant must proceed to pay the balance of the total rental price by the time of the assumption of the Vehicle. The balance corresponds to the total amount of the rental, as defined by the Renter of vans and minibuses at the time of confirmation of the reservation of the increased vehicle, if any:

The cost of mailing the confirmation of the booking;

Fees resulting from a possible change, before taking over the Vehicle, of the booking made by the Tenant.

#### (c) Ways to pay

The Rental of vans and minibuses accepts the following means of payment:

Bank/credit card: Visa, Eurocard, Mastercard. Cards issued by banks domiciled outside France must be international bank cards. Debit cards are not accepted. Bank cheques issued in France may be accepted under certain conditions and only in certain branches. The client must request acceptance in advance. ANCV Holiday cheques on behalf of the client may be accepted under certain conditions and only at certain agencies. The client must request acceptance in advance.

For cash payments, only the EURO is accepted, only in certain agencies. The client must request acceptance in advance.

Any other means of payment will be refused.

#### (d) Delayed payment

If the invoice is not received within 48 hours of the due date, the remaining amounts are paid after prior notice, interest at a legal rate of one and a half times the legal interest rate, the legal collection costs being borne by the debtor.

In addition, after a notice by a recommended letter that remains ineffective within forty-eight hours, the client agrees to pay as compensation or a penal clause, in accordance with the provisions of Article 1226 of the Civil Code, an increase equal to 15% of the remaining principal due.

## Article 7. Changing the lease

### Section 7.01 Change due to Tenant

#### (a) Change before support for the vehicle

Where possible, the Renter of vans and minibuses strives to satisfy the requests for modifications made by the Tenant before taking over the Vehicle.

If the request for an amendment relates to the extension of the duration of the rental and/or the addition of options, the Renter of vans and minibuses charges the Renter the additional sums in accordance with the financial conditions of the Renter of the vans and minibuses.

If the change request relates to the reduction in the duration of the lease and/or the cancellation of one or more underwritten options, the amendment is dealt with under the terms of these cancellation conditions.

In all cases, the changes requested by the Tenant must be confirmed expressly by the Renter of vans and minibuses.

The agreement of the Renter of the vans and minibuses is formalized by sending to the Tenant a confirmation of the booking, under the same conditions as those referred to in Article 5, section 5.05 above. Confirmation of the booking then sent by the Renter of vans and minibuses in this context cancels and replaces the confirmation of the booking previously sent to the Tenant at the end of Article 5, section 5.05.

In case of refusal of the Renter of vans and minibuses, no confirmation of the booking is addressed to the Tenant, only the previous one authentic.

#### (b) Change during the rental period (after support for the vehicle)

Requests for changes made during the tenancy period can only cover the extension of the term of the lease, as defined in the CPL.

The request must be made by the Tenant by e-mail at: [contact@blacksheep-van.com](mailto:contact@blacksheep-van.com) or by telephone on 033(0)9 51 38 88 15.

This application will only be considered accepted by the Renter of vans and minibuses after sending the tenant a confirmation of an order modification, under the same conditions as those covered in Article 5, Section 5.05 above. Confirmation of change of booking, will be worth CSL.

In case of refusal of the Renter of vans and minibuses, no confirmation of the booking is addressed to the Tenant, only the previous one authentic.

It is specified that in the event that the Tenant proceeds with the early return of the Vehicle (corresponding to a decrease in the duration of the rental), he will not be entitled to any refund whatsoever, which he expressly acknowledges and accepts.

## Section 7.02 Change due to the Rental of vans and minibuses

In the event that the Renter of the vans and minibuses is required to change the reservation made by the Tenant according to the terms defined in Article 5, Section 5.02, the Renter of the van and minibus undertakes to inform the Tenant immediately. He then makes a rental price adjustment. Under no circumstances will such a change justify the Tenant's total cancellation of his booking.

## **Article 8. Annulation du Contrat de location**

### **Section 8.01 Cancellation due to Tenant**

Cancellation of your booking is free up to 48 hours in advance. A written request with no particular reason is required. We create a credit of the amount paid valid for 18 months on all our agencies.

The non-presentation of the Renter or The Driver on the day of the vehicle's pick-up means that the total price of the booking by the Renter of the vans and minibuses will be due.

It is recalled that any rental day not consumed by the Tenant of his own making, is never refunded when it has been subscribed.

### **Section 8.02 Cancellation due to the Rental of Vans and Minibuses**

In the event that the Renter of vans and minibuses is forced to cancel the booking made by the Tenant, the Tenant is offered the same rental on another date.

If the Tenant refuses, he can obtain a refund of all the sums already paid to the renter of vans and minibuses.

If this cancellation is due to a case of force majeure (as described in Article 16 of these), the Tenant is not entitled to any compensation.

As part of a "Good Plan" booking and in case of unavailability of the reserved vehicle, the renter can cancel the booking until the day before departure and the tenant cannot claim any compensation.

## **Article 9. Delivery of the Vehicle**

### **Section 9.01 Vehicle Date and Place of Delivery**

The delivery date of the Vehicle is the one listed on the confirmation of the booking emanating from the Renter of vans and minibuses. The vehicle is, in principle, made available in the premises of the Renter of vans and minibuses, between 9:00 a.m. and 6:30 p.m. This time slot may vary from agency to agency. Refer to the website, on the Agency's page for more information.

However, on the express request of the Tenant at the time of the validation of the booking of the Vehicle and after confirmation by the Renter of vans and minibuses,



the provision will be able to see place at the place and time agreed between the Parties and included in the confirmation of the booking. An additional price may then be charged to the Tenant (example: departure/return to the nearest airport to the agency or to the nearest station of the agency: 50 euros TTC per trip). The surcharge rate may vary from agency to agency. Refer to the rate listed on the website.

In the event that a "blind departure" (in charge of the vehicle without the physical presence of a representative of the Renter of vans and minibuses) would have been expressly granted by the Renter of vans and minibuses, the Tenant accepts without reservation the minutes of support (acting as CPL) which will have been given to him by email in PDF format. No claim can be made by the latter, the responsibility of the vehicle having been transferred during the preparation of the minutes geolocated and time-stamped by the Renter of vans and minibuses. Damage, theft or fire that can occur between the state of the premises (CPL) and the assumption of the vehicle by the Tenant will be entirely at the expense of the Tenant.

## Section 9.02 Vehicle Support

At the time of taking over the Vehicle, the Tenant, if represented by the Driver, electronically affixes his signature to the CPL. The signature thus affixed attests to:

The vehicle made available is in accordance with the booking made, that it is in good working order and presentation;

The date, time and place of the vehicle's support;

The completeness of the equipment and accessories listed in the CPL;

The number of kilometres travelled by the vehicle at the time it was taken care of.

As a result, the Tenant acknowledges and accepts that the signed CPL is worth "Vehicle Support Minutes." In case of possible reservations about the condition of the Vehicle, these must be recognized in writing, contradictorily by the Renter of vans and minibuses and by the Tenant (or The Driver). Otherwise, the Tenant will not be able to take advantage of it at the time of the return of the Vehicle. The fact that the Tenant (or The Driver) takes delivery of the Vehicle systematically results in the transfer of legal custody of the Vehicle.

In the event that the Tenant (or Driver) would take delivery of the Vehicle without signing the CPL:

The Vehicle will be considered to be in accordance with the confirmation of the booking made by the Renter of vans and minibuses, the Tenant can no longer mention later the non-compliance of the Vehicle to question all or part of the rental contract; And

The date and time chosen for the transfer of legal custody of the Vehicle will be those contained in the confirmation of the booking issued by the Renter of vans arranged and minibuses and reproduced in the CPL, unless evidence to the contrary provided by the Tenant.

## Section 9.03 Parts to be produced

On the day of pick-up, the Tenant (or The Driver if he is different from the Tenant or the Drivers if there are several of them) will have to present the following documents to the Renter of vans and minibuses:

Identity (National Identity Card or Passport), valid;

Driver's license, valid in accordance with the provisions contained in Article 5.01 above.

Borrowing a bank card or security deposit cheque (cheque from a French bank only / security deposit cheque accepted only in agencies departing from France, including DOM TOM) as defined in Article 9, Section 9.04 of the CGL. The security deposit can be anticipated by email or phone.

Failure to submit one of these documents will be considered a cancellation of the reservation by the tenant, resulting in the consequences recalled in Section 8, Section 8.01 of these LMCs.

## Section 9.04 Security Deposit

At the latest at the time of taking over the Vehicle, the Driver will give the Renter of vans and minibuses a bank or postal cheque, drawn up at the order of BLACKSHEEP worth a security deposit amounting to 2,500.00 euros (two thousand five hundred euros all taxes included). The cheque must be French and cashable in a French bank.

The security deposit can also be requested by borrowing a bank card (only Mastercard or Visa), at the whim of the rental vans arranged. If the credit card loan is refused, the renter of converted vans reserves the right to refuse the rental to the tenant. The loan can be requested in advance by phone or email.

This security deposit is intended to guarantee the renter of vans and minibuses:

Financial liability for which the Tenant may be liable in the event of damage suffered by the Vehicle, and not covered by the insurance contract underwritten, or in the case of theft.

Other fees charged by the Renter of vans and minibuses not paid by the Tenant.

The security deposit cannot be used under any circumstances for a rental extension.

In the event that the sums remaining at the expense of the Renter of the vans and minibuses, because of the Tenant, exceed the amount of this security deposit, the Tenant will have to pay the settlement immediately or failing to encrypt immediately, as soon as any proof is produced, by any means at his convenience.

In the event of an accident or a collision with an accident report, the deposit will be

kept by the Renter of vans and minibuses in full, until the mail of the insurance indicating the liability or not of the Tenant, or until receiving the quotes for repair work.

The rental van and minibus rental company reserves the right to keep the security deposit up to 15 days after the end of the rental in order to cover up a possible damage to the vehicle that was not reported at the time of its return.

## Section 9.05 Additional Drivers

Only the driver or drivers designated in the CPL are allowed to drive the vehicle.

In the event of damage to the Vehicle while being driven by a driver not listed in the CPL, it will be up to the Tenant to compensate the Renter of the vans and minibuses for all the damage attributable to the driver's vans and minibuses (including damage to the vehicle, increased costs and costs related to the immobilization of the Vehicle).

## Article 10. Using the Vehicle

### Section 10.01 Use/ Vehicle Maintenance

The Tenant (or Driver) acknowledges that he has received from the Renter of vans and minibuses, manuals and/or guides emanating from the manufacturer of the Vehicle and relating to the use and maintenance of the Vehicle. It undertakes to comply with the standards prescribed. In particular, depending on the number of kilometres travelled, it must carry out the checks of use of the Vehicle as a good family man (oil and water levels, tire pressure, etc.).

As such, it is responsible for it to respect any signal emitted by the warning lights on the vehicle's dashboard and to take all necessary measures if necessary, and in any event to inform the Renter of the vans and minibuses as soon as possible, except to have to assume the financial consequences of the delay in issuing the information. The Tenant (or Driver) also undertakes to use the Vehicle under normal conditions, as a good family man, while keeping it in good working and presentation. The Vehicle is, unless otherwise agreed, intended to be used only on road lanes open to traffic (the crossing of submerged rafts is prohibited). The Tenant (or Driver) is prohibited from participating with the Vehicle in rallies, races, speed tests or other. It is even forbidden to carry out any towing using the Vehicle, without the prior agreement and written by the Renter of vans and minibuses. The Tenant (or Driver) also prohibits the vehicle from being used for testing or testing. Unless expressly agreed, the Tenant (or Driver) undertakes not to sublet the Vehicle, nor to use it for the cost of transporting passengers or for courier activities. The Tenant (or Driver) must drive cautiously and never in a state of excessive fatigue; he does not smoke in the Vehicle. The Tenant agrees to store the inside table and table foot in the trunk while driving the Vehicle. The Tenant agrees to turn off the 12V cooler during the vehicle's prolonged shutdown. If it is not possible to restart due to the low battery, the Rental of vans and minibuses cannot be held responsible. The vehicle must not be in contact with salt water. The Vehicle, during parking period, must be locked, and personal belongings placed in the safes and storage provided for this purpose. It is advisable

not to travel with pets.

The End-of-Stay Household option cannot be added to the rental agreement if the customer takes his pet.

## Section 10.02 Flight Documents

The Tenant (or Driver) is obliged to keep all on-board documents in good condition, including a copy of the Vehicle's grey card and a copy of the green insurance card.

## Section 10.03 Out of the territory

The Tenant (or Driver) is authorized to move the vehicle outside the territory of Metropolitan France. In any event, the vehicle will not be able to operate outside the European Union. Failing that, the Tenant (or Driver) remains solely responsible for the consequences that may result, particularly in the event of non-compliance with local regulations and undertakes to compensate the Renter of the vans and minibuses for all the resulting damage.

## Section 10.04 GPS tracker tracking of the vehicle

Blacksheep and its partners' vehicles are likely to be tracked by GPS tracker for the duration of the lease.

# Article 11. Vehicle ownership

## Section 11.01 Vehicle Legal Guard

By taking delivery of the Vehicle, the Tenant (or Driver) becomes its exclusive custodian and assumes sole responsibility in accordance with the provisions of Article 1384 of the Civil Code. As a result, the Tenant (or Driver) undertakes to make normal use of it. These include abnormal uses of the Vehicle:

The use of the vehicle that does not conform to its destination (fuel error, clutch failure due to misuse, misrepresenting of the vehicle's size, etc.);

Changing the vehicle's technical characteristics;

Traffic outside the roadways;

Driving under the influence of alcohol, narcotics, drugs or narcotics that are not medically prescribed;

Use of the Vehicle with an oversized number of passengers, with the understanding that the number of seats should be respected, as indicated on the grey card (in accordance with the number of seat belts) and within the limit of the number of seats indicated on the Rental Agreement;

Use of the Vehicle in excess of the maximum weight allowed and defined on the grey card;

Subletting the Vehicle to a third party.

In general, the Tenant (or Driver) does not allow himself to divest himself, in any way, from the Vehicle. As custodian, the Tenant will assume the direct or indirect consequences of any event occurring during the rental period, whether or not it is covered by insurance, putting at stake its liability towards third parties and/or immobilizing the Vehicle. Its responsibility will also extend to the consequences of events born during the rental period but whose damage would not be revealed until after the return of the Vehicle to the renter and minibuses.

## Section 11.02 Third-party seizures and shares

The leased vehicle remains the exclusive property of the Renter of the vans and minibuses. The Renter does not acquire any ownership rights over any of the parts, accessories, equipment and amenities of the Vehicle. If necessary, the Tenant undertakes to enforce this right of ownership by third parties, under all circumstances, by all legal means and at its exclusive expenses. Thus, in the event of seizure, attempted seizure, requisition or confiscation of the Vehicle, the Tenant is obliged to:

To notify the Renter of vans and minibuses, without delay;

To raise any protest and to make all possible measures to make known the ownership of the renter of the van and minibuses; And

To obtain at his own expense the release of any seizure, without prejudice to the claim action reserved for the renter of a converted van and minibuses.

## Article 12. Insurance and Cancellation Option

### Section 12.01 Cancellation Option

The purpose of this insurance is to guarantee the Tenant the reimbursement of the share of the deeding costs remaining in his expense under the conditions provided for in Article 8 section 8.01 of these LMCs, with the exception of the cancellation costs less than 7 (seven) days before the charge.

### Section 12.02 All-Risk Insurance

Vehicles of the Renter of vans and minibuses are insured all risks, on behalf of whom it will belong.

A copy of the Terms and Conditions of this insurance contract will be given at first request to the Tenant.

The guarantee applies under the terms and conditions, including:

Civil liability without limitation of amount;

Theft, attempted theft, vandalism and fire with a deductible of 2,400 euros TTC

Natural disasters

All-accident damage to the vehicle with a deductible of 2,400 euros TTC per damage,

Additional flat-rate protection for the driver and passengers.

WARNING the insurance taken out does not guarantee the damage caused to the "high parts" and "low parts" of the vehicle, as a result, any damage caused to these "high parts" and "low parts" will remain at the tenant's expense.

Moreover, the tenant's negligence cannot be covered by the rental company's insurance or even by the supplementary insurance packages offered. Also are not covered negligence such as: fuel errors, the introduction of fuel into the water tank, a closed vehicle with the keys inside, ...

The vehicle is only insured for the duration of the rental indicated on the CPL.

After this period and unless the extension of the duration of the tenancy is, in accordance with the provisions contained in Article 5.1 accepted in writing by the Renter and minibuses, the Tenant will be solely responsible for the damage caused and/or suffered by the Vehicle.

## Section 12.03 Franchise and franchise buyout

The deductible is the sum that, in all cases of the implementation of the insurance, remains the responsibility of the tenant.

It is not to be confused, with the sums that the Renter of vans and minibuses reserves the right to claim to the tenant, in cases of damage not covered by the insurance.

A "franchise buyout" can be taken out at the time of booking or on the day of departure. This option reduces the tenant's financial liability to the insurance deductible from 2400 (two-thousand-four-cent) euros to 600 (six-hundred) euros TTC or 300 euros (three-hundred) euros depending on the insurance package chosen.

As the "high and low parts" and the interior of the vehicle are not covered by the insurance, their refurbishment is not limited to the deductible, even in the event of a deductible purchase that may be taken out by the tenant.

## Section 12.04 Assistance

Note: the conditions of assistance may be different in Reunion (DOM-TOM).

The Tenant receives 24/7 assistance which covers assistance to the Vehicle and to persons transported in the event of mechanical failure, accident, theft, fire and serious bodily injury in Europe.

It covers:

Towing costs to the nearest vehicle dealership garage

Transportation (return to the passenger's home): rental vehicle, train or economy plane, taxi over a distance of 100 km;

Hotel expenses - breakfast up to 80 euros per night (1 night in France and 3 nights maximum abroad);

- and, if necessary, the costs of repatriating the vehicle and the persons transported to the starting point of the rental.

This assistance is valid in all countries covered by Article 10.3, within which the Vehicle is allowed to operate. All assistance costs that may be incurred as a result of an incident involving the owner (or the driver of the Vehicle) will be entirely borne by the Tenant.<sup>2</sup>

## Section 12.05 Disaster Bonds

On pain of being stripped of the insurance, the Tenant agrees to:

Immediately report to the Renter of vans and minibuses and to the police authorities any accident, theft or fire, even partial;

Send the report directly to the insurer whose contact information is provided in the Vehicle's operating manual within 72 hours of the accident and send a copy to the Renter of the vans and minibuses, at the address at the top of the list.

Mention in its statement the circumstances, date, place and time of the accident, the names and addresses of witnesses, the number of the hired third-party car, the name of its insurance company and its insurance policy number;

Attach to this statement any police, gendarmerie or bailiff report, if any has been established;

Do not discuss liability or deal with third parties in relation to the accident;

- transmit to the Renter of vans and minibuses notices, letters, summonses, subpoenas, extrajudicial acts as well as all the procedural documents of which he would have been the recipient.

In case of theft, attempted theft and vandalism, the Tenant must report it to the local police or gendarmerie authorities within 48 hours and must file a complaint. The Tenant must transmit the original complaint to the Renter and keep a copy of the original complaint. He will have to give the Renter of vans and minibuses all the

vehicle documents and keys as soon as possible. Failure to return the vehicle keys will automatically result in the forfeiture of the Flight Warranty and the billing of the entire value of the Vehicle, expert fees and application fees. In the event of non-compliance with these obligations, the Tenant would be held fully responsible, with the Renter of vans and minibuses reserving the right to sue him.

The renter of vans and minibuses reserves the right to call on his insurance or not to cover a loss.

## Section 12.06 Exclusions

The car radio, broken ice (windows, windshields and rear-view mirror), damage to the interior of the vehicle, frost damage, and personal items or belongings are not covered by the rental insurance of the Vans and minibuses, as well as damage to "high and low parts". All costs incurred for this type of repair will remain at the Expense of the Tenant, including in the event of a Franchise Purchase.

## Section 12.07 Forfeiture

The Tenant will immediately lose the benefit of all insurance or guarantees in the following cases:

Non-compliance with the provisions contained here, and in particular the provisions contained in Article 8.1 and 9.1;

The Tenant's fraud: false statement of the Tenant, attempted fraud, serious violation of the Traffic Act or any other tort committed intentionally, in the context of a voluntary act, attempted suicide, or for any unlawful purpose.

In all cases of warranty exclusion as recalled to the "GENERAL CONDITIONS OF AUTOMOTIVE ASSURANCE VEHICULES OF LOCATION"

## Section 12.08 Tenant Responsibility

The Tenant will be liable for any damage and costs incurred by the Renter of vans and minibuses in case of loss, damage or theft that the Vehicle, its equipment, or accessories, could be subject to during the duration of the rental, and which would not be covered by the insurance underwritten and whose terms are recalled in Article 12 of these CGL as well as to the special conditions and to the "GENERAL CONDITIONS OF THE AUTOMOBILE VEHICULES ASSURANCE OF LOCATION".

In the event of a responsible accident in which the Vehicle is severely damaged or immobilized for more than 3 (three) days, the Renter of vans and minibuses reserves the right to end the rental without refund or compensation for the remaining days of rental.

In the event of a deterioration of the vehicle causing a stop in the garage, the Renter of the vans and minibus will charge the duration of the fixed time in the rental day



according to the rate in force at the time of the completion of the work.

A file fee will also be charged up to 15% of the TTC amount of repairs.

In the event of theft of the Vehicle or damage caused to it by the fault of the Tenant, or in the absence of identified third parties, the Tenant will have to compensate the Renter of vans and minibuses to the extent of the damage actually suffered (estimated amount by repair estimate, vehicle value, capital costs, application costs, etc.) as long as the insurance taken out would not be intended to be implemented.

At the end of the rental, in case of damage or theft, an amount equivalent to the security deposit will be charged to the Tenant.

If the amount of the damage left to the tenant is greater than this amount, an invoice of the difference will be sent to the Tenant, payable immediately.

If the Tenant pays his own insurance to cover his liability in the event of loss or damage caused to the Vehicle, he expressly authorizes the Renter of vans and minibuses to negotiate and conclude directly with his insurer any amicable compensation agreement and agrees that any money paid related to this loss or damage is directly paid to the renter of vans and minibuses.

## Article 13. Traffic Violations

Under Section L.121-2 of the Highway Traffic Act, the driver of the Vehicle is personally responsible for all fines and contraventions relating to offences and violations of the applicable traffic law in Europe (parking offences, paying for tolls, etc.). Tickets will be paid directly to local authorities by the driver of the vehicle. In the absence of direct and immediate payment, and, in the event that the Renter of vans and minibuses receives a notice of increased fine, he will communicate to the competent authorities the identity and contact details of the Tenant.

In addition, the Tenant will be indebted to the Renter of vans and minibuses for the lump sum of 20 euros TTC (twenty euros all taxes included) per ticket, as a management fee.

## Article 14. Return of the Vehicle

Restitution is for any lease that has expired for any reason.

### Section 14.01 Date and times of return

The return of the Vehicle is carried out, under the responsibility and at the expense of the Tenant, exclusively in the agencies of the Renter of vans and minibuses, at the times and dates agreed in the CPL or, if necessary, in the CSL, and, in any case, during the opening hours of the premises of the Renter of vans and minibuses, i.e. from 9:30 a.m. to 6:30 p.m. from Monday to Friday and Saturday morning on RDV (this time range is may vary from agency to agency. Refer to the website, on the

Agency's page for more information). In the event of a delay, the Tenant undertakes to inform the Renter of vans and minibuses immediately.

In the event that the Vehicle cannot be returned during the opening hours of the premises of the Renter of vans and minibuses, the Renter retains the Vehicle and must present himself in the premises of the Renter of vans and minibuses on the next opening day of the premises, during the opening hours of the premises of the renter of vans and minibuses. In this case, the Renter of vans and minibuses reserves the right to charge the Tenant on the basis of a package amounting to 20.00 euros (twenty euros all taxes included) per hour of delay.

In the event that, without first informing the Renter of the vans and minibuses, the Vehicle is not returned on the date agreed between the Parties, it will be billed to the Tenant a compensatory allowance amounting to 40.00 euros (forty euros all taxes included) per hour of delay, without prejudice to the Renter of vans and minibuses to start, to the competent authorities, to prosecute the Tenant.

Special cases of refunds allowed outside the opening hours of the premises:

In the event of "blind" rendition (restitution of the vehicle without the physical presence of a representative of the Renter of vans and minibuses) was specifically authorized by the Renter of vans and minibuses, the Tenant acknowledges that the vehicle will remain under its full responsibility until the next day of opening of the premises. In this case, the Tenant will have to follow precisely the procedure indicated and ensure that the vehicle is properly parked and safe. All damage, theft or fire that may occur between the time of abandonment by the Tenant and the reopening of the Premises will be entirely at the expense of the Tenant.

The return will be carried out at the reopening of the premises and sent to the Tenant by email in PDF format. In fact, the Tenant accepts the state of the place of return without reservation.

Also, if damage, missing items or a breach of the Tenant's obligations is found by the Renter of vans and minibuses, the Renter of vans and minibuses will charge accordingly the Tenant.

In the event that a "late return" has been specifically authorized by the Renter of furnished vans, the Tenant will be charged a late return fee of 25 euros TTC (the amount and conditions are likely to vary from one agency to another. Refer to the rate and information posted on the agency's website for more details).

## Section 14.02 State of the Vehicle

The vehicle must be returned to the state it was in at the time it was taken over by the Tenant. There will be a contradictory check of the apparent condition of the vehicle, and a comparison to that shown in the CPL at the time of the vehicle's support. A return of restitution will be signed by the Parties. If the apparent condition of the return vehicle differs from that established at the time of pick-up, the Renter of vans and minibuses will charge the Renter for the damage found.

If the Tenant does not wish (or cannot, in the case of a "blind return" of the vehicle for example) to carry out this control contradictorily, then it will be up to the Renter of vans and minibuses to carry it out alone; the Tenant therefore accepts the findings made by the renter and minibus and the billing that could result.

In the event that the Vehicle is not returned in perfect clean condition (inside and outside) it will be charged to the Tenant, a flat penalty of 150.00 euros (hundred and fifty euros all taxes included). In the event that the Tenant has taken out a Household Package, the amount of 150 euros TTC (hundred and fifty euros all taxes included) may also be charged in case of abuse.

In addition, chemical toilets rendered un emptied/un cleaned will be able to open a billing up to an unanticipated household, i.e. 150 euros TTC (hundred and fifty euros all taxes included).

The renter of vans and minibuses reserves the right, after restitution, to have the vehicle examined by an expert. In this case, the expert's report will be authentic between the parties, except in cases of duly notified counter-expertise to the Renter of vans and minibuses within 7 (seven) days following receipt of the expert report carried out by the Renter of vans and minibuses.

The costs of expertise are systematically borne by the Tenant.

If an anomaly is found within 15 days of the return date of the vehicle, the Renter of vans and minibuses reserves the right to take responsibility for the Tenant.

## Section 14.03 Equipment / Accessories

In accordance with the stipulations contained in Article 5.03, the Renter of vans and minibuses charge the Renter, as a penalty, any equipment or accessory broken, lost and/or not replaced, according to the schedule in force, established by the Renter of vans and minibuses and available on request from the Renter of vans and minibuses. The scale, displayed in an agency and available on request, is likely to be updated at any time by the Renter of vans and minibuses. Items not displayed on the schedule will be billed at real value (depending on supplier invoice) - 10 (ten) euros.

## Section 14.04 Fuel

The vehicle is made available to the Tenant with full fuel. It will therefore have to be returned with full fuel. Failing that, the Renter of the converted vans and minibuses will charge the Renter the price of the missing fuel, at the rate in force on the day of the refund, increased by a lump sum of 20.00 euros (twenty euros all taxes included) corresponding to the services related to the filling of the tank carried out by the Renter of vans and minibuses. In order to determine the cost of the missing fuel, the Rental Of Vans and Minibuses will assess the fuel consumed during the rental based on the gauge and report it to the vehicle's tank capacity (based on the automaker's data).

## Section 14.05 Pneumatics

The Vehicle is made available to the Tenant with tyres whose condition and number comply with the regulations in force. In the event of deterioration of one of them for a cause other than normal wear, or hidden defect, the Renter of vans and minibuses may, in case the Tenant has not replaced it at his own expense by a tyre of the same size, same type and even mark, charge it to the Tenant.

However, in the event that the Tenant has taken out "flat wheel insurance", he will not be charged for the repair or possible replacement of the tyre, provided that the defective tyre is returned to the Renter of the vans and minibuses. Attention only the costs of replacing tires or repairing the tyres are covered by our "dead wheel insurance" (so are not covered: towing, assistance, hotel night, replacement vehicle,...)

## Section 14.06 Return of Flight Documents

The Tenant will have to return to the Renter of vans and minibuses, all the documents made available to him at the time of the support of the Vehicle (grey card, green insurance card, maintenance manuals, etc.). In the absence of restitution and/or in the event of non-replacement of these documents, the Renter of vans and minibuses will be entitled to charge the Tenant, a package of 40.00 euros (forty euros all taxes included) for the purpose of obtaining duplicates and/or replacement documents.

## Section 14.07 Mileage

The basic rental rate includes a 200-kilometre mileage plan per rental day. However, the Tenant can take out options offering up to 500 (five hundred) kilometres per day of rental (in the case of minibus rental) or unlimited mileage (in the case of rental of converted vans).

A survey of the vehicle's kilometre meter will be carried out, which will then be compared to that recorded at the time of vehicle support and recorded in the CPL. In case of exceeding the mileage pass, the Renter of vans and minibuses will charge the Renter on the basis of 0.40 euros (forty cents all taxes included) per additional kilometer.

In the event that the Vehicle's kilometre meter malfunctions, due to the tenant's fraudulent actions, the Renter of vans and minibuses will charge the Renter on the basis of 400 (four hundred) kilometers per day.

## Section 14.08 Billing

If necessary, the Renter of the vans and minibus charges the Renter (or the driver of the Vehicle) at the time of the return of the Vehicle of all the elements covered in articles 13.1 to 14.7 above, as well as, if necessary, the additional price of the price added by the Tenant under the CSL. This amount is paid immediately by the Tenant

(or the driver of the Vehicle).

If an expertise is required to return the vehicle, the Rental Of Vans will have an additional one month (30 calendar days) to establish the invoice.

## Article 15. Computer science and freedoms

Personal data collected under the subscription of the Lease Agreement, as well as those that could be collected at a later date, are processed by the National Commission for Information Technology and Freedoms under the number 1507087.

They are intended for the Renter of vans and minibuses to identify the Tenant and the Driver and to determine their ability to conclude the Lease Agreement.

The Tenant acknowledges that it is informed that this data can be used to provide business information. The Tenant has:

A right to object to the registration of a file and the use of personal data;

- a right of access, rectification, deletion relating to personal data concerning him. To exercise this right, simply send a letter to BLACKSHEEP, 430 rue du Companet - 69140 RILLIEUX-LA-IPO

## Article 16. Force majeure

The Renter of vans and minibuses reserves the right to cancel, without financial harm to him, any reservation if events of force majeure or fortuitous cases forced him to do so, such as, and without this list being exhaustive: strike, fire, water damage, impossibility of access, decisions emanating from authorities, tropical storm cyclone, accident or broken down vehicle, etc.

## Article 17. Responsibility

The Owner of the vans and minibuses disclaims any responsibility in the event of loss or damage caused to property or persons by a Vehicle in the legal custody of the Tenant, except in cases of negligence or gross misconduct on his part, or any other breach under these CGL. The rental of vans and minibuses cannot be held responsible for any indirect damage such as a train, boat or missed aircraft. The rental of vans and minibuses may not be held responsible to the Tenant or the Driver in case of loss or damage to personal property left on board the Vehicle during the duration of the Lease agreement.

The Loueur cannot be held responsible for any damage or theft caused on the personal vehicle of the Tenant parked in the car parks of the agencies of the Renter of vans and minibuses during the duration of his stay.

## Article 18. Applicable law - litigation

The Lease Agreement is subject, both for its interpretation and for its implementation, to French law.

Any difficulties or challenges relating to the interpretation or execution of the Lease Agreement, even in the case of a plurality of defendants or an appeal for guarantee, will be brought before the competent courts according to the agency that owns the vehicle.