

ARTICLE 1: GENERAL PROVISIONS

These General Terms and Conditions of Rent preside over all rentals granted by REMIREX, hereinafter referred to as the "Rental Agency", in Réunion to their Clients, hereinafter referred to as the "Client" or the "Renter".

During the rental period, the Client is the guardian of the vehicle. The Client must be able to provide any document necessary for the establishment of their rental contract such as identity, address, date of issue of their driving licence, means of payment.

The original of the valid driving licence must be presented upon each rental. The Client or any driver named in the contract must be over 21 years of age and hold a driving licence which has been valid for at least one year. **Warning:** the rental of certain categories of vehicle requires specific means of payment and minimum age. The reservation and the security deposit must be made in the driver's name. Unless the "additional driver" option has been chosen, the Client is the only driver authorised to drive the rented vehicle. The Client is the sole party authorised to sign the contract and make changes to the rental contract.

ARTICLE 2: VEHICLE COLLECTION AND RETURN

The vehicle is made available to the Client at the Rental Agency; it must be returned to the place and on the date and time set out in the contract, to the Rental Agency staff, during the agency's opening hours. In the event that the Client is authorised to return the vehicle at a different location, the Client remains fully responsible for the vehicle until the Rental Agency has taken charge of it.

If the Client returns the vehicle to a place not set out or authorised by the Rental Agency, they are exposed to a financial penalty of €100 as an abandonment fee, plus the fees for taking the vehicle back, the amount of which depends on the place, time and day of recovery. If the vehicle is made available outside of the opening and closing times displayed at the agency, notably due to a delayed flight, the additional "out of hours" delivery or collection fees of €45 including VAT shall be invoiced to the Client during the establishment and/or conclusion of the contract.

It is formally forbidden to take the vehicles outside of the rental territory even to a dependency. If needed, the Client shall be stripped of contractual insurance.

ARTICLE 3: VEHICLE CONDITION

The Rental Agency undertakes to provide the Renter with a category of vehicle, and not a specific model or make of vehicle. A description of the vehicle's condition is attached to the Client contract. Only a Rental Agency agent is authorised to complete the "original state form" for the vehicle. Failing that, the Rental Agency is considered to have delivered a vehicle which complies with the descriptive state to the Renter. The Rental Agency may therefore not take into consideration claims concerning apparent damage which were not observed upon collecting the vehicle. The Client must return the vehicle in the condition in which it was received. Any restoration fees, following negligence on the part of the Client or in the absence of fault by an identified third party, shall arise as an additional cost to the rental cost, subject to the application of additional protection purchased by the Client.

The vehicles must be returned in a state of cleanliness identical to that of the departure. Any vehicle returned excessively dirty (animal hair, sand, mud, stained upholstery, marks, etc...) will be subject to invoicing in accordance with returning the vehicle to its original state, in accordance with the scale displayed at the agency.

The vehicle is provided with the tyres the condition and the number of which complies with road regulations. The deterioration or theft of the tyres, rims, wheel nuts, tyre accessories, flat tyres and the remaining fuel remains at the expense of the Client.

Additional equipment may be provided to the Renter at an additional charge to be paid upon collecting the vehicle. These accessories (GPS, booster seat, car seat for babies...) are given to the Renter in perfect working condition and state of cleanliness. They will be subject to an inspection upon returning the vehicle. In the event of deterioration or a missing element, an excess will be applied.

ARTICLE 4: FORFEITURE OF GUARANTEES

At the risk of being excluded from all insurance guarantees the Renter undertakes that the vehicle shall not be used:

- by a driver under the influence of alcohol or ingested elements which modify the reflexes which are essential to driving,
- to propel or pull a vehicle of any kind or trailer,
- within the framework of a competition,
- to be re-rented,
- for the paid transport of passengers,
- for the transport of a number of passengers higher than the authorised number, or for a load the weight of which exceeds the load permitted for said vehicle,
- to give driving lessons,
- for transporting dangerous goods (inflammable or explosives) or goods which may cause unpleasant odours,
- to be transported onto a boat, ferry, etc...

In addition, the Client may under no circumstances assign, sell, mortgage or pawn this contract, the vehicle, its equipment or its tools, or treat them in a way which may harm the Rental Agency.

The Client is subject to all legislative, regulatory and customs obligations or any other laws, related to the transport of goods carried out by means of a vehicle provided by the Rental Agency, public or private transport, depending on the use to which the vehicle is put. The Client's responsibility lasts throughout the period during which the vehicle is at their disposal. The Client is solely responsible for declarations and payments of fees and taxes concerning the movement of goods (customs, excise duty, advertising, etc...).

ARTICLE 5: RENTAL

5.1. Security deposit: a security deposit by credit card (bank card, VISA, EUROCARD, AMEX) will be requested from the Client upon collecting the vehicle. The amount of this security deposit depends on the category of vehicle rented. It is indicated in the Rental Agency price table and, upon collecting the vehicle, in the contract. It is intended to cover the losses suffered by the Rental Agency due to damages and/or the theft of the vehicle, this does not exempt the Client from directly paying any amount for which he/she shall be liable and even if these amounts exceeded the amounts of said security deposit. This security deposit will take the form of a banking pre-authorisation subject to the rules of banking law including blocking the amount on the Client's account without a debit, direct debit authorisation by the Rental Agency valid for a duration of thirty days. The credit card used must be in the surname and first name of the Client and conform with the requirements of article 14 of this document. The lack of availability of the amount attributed to the security deposit shall justify the refusal on the part of the Rental Agency to give the vehicle to the Client, as well as the termination of the rental contract. Proof of address less than three months old (utility bill, telephone bill) is required for any rental. The Rental Agency reserves the right to refuse the rental and the Client's collection of the car if the latter cannot provide a document proving their address. It is agreed between the parties that this security deposit shall be paid to the Rental Agency in the event of damage attributable to the Client or in the absence of fault of a third party and in the event that the vehicle is stolen (unless the contractual guarantees above are applied) and up to the damage suffered. The Rental Agency may - which the Client now authorises - withdraw from this security deposit any amounts which the Client owes to the Rental Agency or to any person, authority, administration notably including the fees for fuel, repair, maintenance, fines; even after the vehicle has been returned, once the debt originated during the Client's rental period. If the amount of the security deposit is insufficient to cover these amounts, the Client undertakes to ensure the payment, upon first request, to the Rental Agency or the party due.

5.2. Payment - Extension The payment for the rental will be made prior to the Client recovering the vehicle or at the latest upon taking possession at the agency. Under no circumstances will the initial payment serve as an extension of the rental. In the event that the Client would like to keep their vehicle for an additional duration longer than initially agreed, the Client must return to one of the Rental agencies in order to create a new contract corresponding to the new period. The applied price will be on the basis of the public tariff in force, without benefiting from insurance and excess reduction which the Client may have purchased. In the event that the Renter does not return the vehicle on the contractually agreed upon date and location and in the event that the Renter retains the vehicle beyond the contractual period with no new rental contract encompassing the extension, the Client shall be exposed to legal proceedings. They shall furthermore be disqualified from all insurances and shall be liable to pay fines per late day in addition to the amount of additional days.

Upon returning the vehicle the Client notably undertakes to make the following payments to the Rental Agency:

- the amounts due related to the duration of the rental period under the current rate,
- the fines applicable for each late day,
- the amount of additional insurance coverage and other optional services purchased by the Client at the start of or during the rental period,
- any amounts due for offences committed by them under the legislation on traffic and parking.

The amount of the potential balance of the invoice owed by the Client for the above elements will be automatically debited from the account corresponding to the card presented unless the Client presents another means of payment accepted by the Rental Agency. The Client accepts being debited on this same account for the amount of the non-redeemable excess and any other fees which would be linked to the vehicle, it's rental or the use which would have been carried out by the Renter (petrol, repairs, fines, ...)

ARTICLE 6: LIABILITY OF THE HOLDER OF THE BANK CARD, TRAVEL VOUCHER OR PURCHASE ORDER ISSUER

When the rental is carried out on presentation of a bank card, a travel voucher or a purchase order, the Rental Agency shall invoice the issuer of the travel voucher or the purchase order who is liable under the following contractual stipulations:

- for the use of the rented vehicle,
- for the payment of the rental and all related charges,
- and is bound to any potential extension of the rental period or the disappearance of the vehicle.

ARTICLE 7: RESERVATION GUARANTEE AND NO-SHOW

The reservation of the vehicle is guaranteed 1 hour after the arrival time and within the opening times of the agency. Beyond that, the reservation may not be honoured. In the event of an upgrade, the Renter shall be invoiced for the price difference with the reserved category. In the event of a downgrade, no compensation shall be granted.

For Airport collections, in the event that the plane is delayed, the reservation shall be maintained 1 hour after the real arrival time if the flight number has been specified upon validating the file.

In the event that the Renter arrives at the Rental Agency beyond the one hour window after the reservation time, depending on the circumstances, the Rental Agency reserves the right:

- to put the vehicle back into circulation and propose another vehicle to the Client, from the same category or a different category in the event that the reserved vehicle is no longer available, or
- to cancel the contract without a refund for the amounts paid, as compensation, due to the immobilisation of the vehicle.

ARTICLE 8: CANCELLATION OF THE RESERVATION BY THE CLIENT

The Client may cancel their reservation under the following conditions:

- For a cancellation made at least 30 days before the established rental start date, the Client is refunded for the amount of their rental, with a reduction for cancellation fees to the amount of 50 Euros;

- For a cancellation made between 29 and 15 days before the established rental start date, the Client is refunded for the amount of their rental, with a reduction for cancellation fees corresponding to 50% of the total amount of the reservation, and which will not be lower than 50 Euros;

- For a cancellation made between 14 and 3 days before the established rental start date, the Client is refunded for the amount of their rental, with a reduction for cancellation fees corresponding to 75% of the total amount of the reservation, and which will not be lower than 50 Euros;

Unless a cancellation services has not been purchased by the Client, no refund will be provided by the Rental Agency for a cancellation made by the Renter less than 3 days before the vehicle collection date.

ARTICLE 9: ADVANCE RETURN

In the event that the vehicle is returned in advance, the amount of the rental shall be recalculated based on the number of days actually used and the options purchased.

The refund will be calculated on the basis of the difference between the amount paid by the Renter at the start of the rental period and the amount of the actual rental period. A fine of 70% will be retained on the difference. The refund will be made by cheque in the 30 days following the return of the vehicle.

For all prepaid rentals, this clause does not apply. In the event that the vehicle is returned before the established rental end date, the unused days will not be refunded. The Renter must therefore refer to the specific terms and conditions of sale linked to the service purchased.

ARTICLE 10: INSURANCE AND ADDITIONAL PROTECTION

All rented vehicles are covered by third party public liability*, in accordance with regulations in force.

The Rental Agency also offers the Client the following additional protection options:

- CDW (partial or total damage waiver in the event of damage to the rented vehicle),
- TP (partial or total damage waiver in the event of total theft of the rented vehicle),
- PI (protection of the driver and transported persons),

The Client may consult the details of these options, their scope of application and their exclusions in the explanatory document for insurance and additional protection available to the Client at the Rental Agency and on their website www.hertzreunion.com

In the event of damage, the Client notably undertakes to:

- declare to the Renter in two working days (excluding public holidays) upon discovering the damage, any accident, or fire and immediately alert the police and the Renter of any theft or physical accident,
- mention in the declaration of damage the specific circumstances, the names and address of potential witnesses, the name and address of the insurance company of the opposing party, as well as the number for the police,
- attach to this declaration all police reports, receipt of complaint, etc...
- communicate the contact information for the insurer to the Renter within two working days after the damage occurs in the event that the Client has purchased personal insurance,
- not under any circumstances discuss, process or negotiate with third parties the liability relating to the accident,
- not abandon said vehicle without taking care to ensure its safety and security.

If the Renter undertakes this additional protection at applicable rates, the non-redeemable excess in force shall apply in the event of damage.

If the Renter refuses it, the total amount of repairs related to the material damage shall apply in the event of damage.

However even if the Client accepts to pay one or several additional protection options to reduce the excess, they shall remain fully responsible for any damage caused to upper portions of the bodywork following impact against a fixed or mobile or stationary body (bridge, tunnel, porch, tree branch, other overhanging objects, etc...).

They are also liable for damage caused to the bodywork and mechanical parts located under the vehicle (front axle, oil reservoir, lower body frame, etc...).

All damage caused to the vehicle following use which was not predicted by the manufacturer or off of asphalt roads, will entail the total financial liability of the Client, even if they have accepted the supplement to reduce the excess. The Client shall also remain fully liable for all damage caused by water (rain, sea, etc...) following negligence on their part (risky crossing of flooded areas, open car park, parking in a place presenting a flood risk), as well as any theft or damage to accessories or broken glass.

In the event of loss or damage to the keys, the fees for towing the vehicle, key copying and the reinitialisation of the steering wheel lock are payable by the Client, regardless of the undertaken insurance formula.

If the amount of the damage caused to the vehicle is lower than the amount of the non-redeemable excess, the Rental Agency shall receive the excess amount and refund the Client for the difference between these two amounts. The amount of damage includes the financial value of the damage suffered by the Rental Agency for the damage, the destruction or the theft of the vehicle rented by the Client. Consequently, any amount claimed by the Rental Agency for damage impacting the rented vehicle as compensation corresponding to the amount, estimated by an expert appraisal, of the cost of planned repairs, as well as the appraisal fees, the potential towing fees, the fees for immobilising the vehicle amount to 40

Euros including VAT, as well as the fees for processing the file amount to 50 Euros including VAT. If repairs are not carried out, the estimated value of their cost will remain payable by the Client as compensation for the decrease in market value of the vehicle.

If the amount of the damage caused to the vehicle is higher than the amount of the non-redeemable excess, the Rental Agency shall receive the excess amount purchased by the Client without claiming other amounts.

Warning: in the event that an accident or the circumstances are linked to the Client's non-compliance with traffic regulations, the Client's negligence or driving in a state of intoxication or under the influence of illegal substances, the Rental Agency will have the right to claim the entirety of reparations and damage suffered by third parties from the Client regardless of the potential additional protection purchased by the Client. The Rental Agency shall have the right to break the contract, and to not provide a replacement vehicle. The prepaid amounts shall be acquired by the Rental Agency.

In the event that the vehicle is declared financially beyond repair due to the fault of the Renter, the Rental Agency shall invoice the Client for the value of the expert appraisal replacement vehicle, as well as the ancillary damage suffered by the Rental Agency due to the loss of the vehicle (the fees for putting the vehicle back into circulation, the expertise fees, the early repayment of the debt).

The value of the expert appraisal replacement vehicle and the ancillary damage shall be invoiced to the Client as follows:

If the client has not purchased any additional protection from the Rental Agency, the Rental Agency shall invoice the Client for the entirety of the value of the expert appraisal replacement vehicle and ancillary damage for a refund by the Client or their insurer. The Client undertakes to communicate the contact information for the insurer to the Renter within two working days after the damage occurs.

If the Client purchases additional protection covering the damage caused to vehicle, the Rental Agency can only claim from the Client the amount of the excess linked to the purchased additional protection.

ARTICLE 11: FUEL

Fuel is paid for the Client. If the vehicle is returned with a fuel level lower than that upon delivery, the fees for filling it shall be invoiced in addition to the missing fuel, in accordance with the price mentioned at the Rental Agency.

ARTICLE 12: MAINTENANCE AND REPAIRS

During the rental period, the Client undertakes to use the vehicle reasonably. The Client notably undertakes to take all necessary means of protection in order to maintain the Vehicle in the same condition under which it was collected.

The Client is liable to the Rental Agency for any prejudicial consequence arising from a breach of the maintenance obligations.

The Renter must inform the Rental Agency of any alarm or flaw in the vehicle as soon as possible so that the Rental Agency may proceed to useful repairs.

Any modification to the Vehicle or any mechanical intervention carried out is forbidden without the prior authorisation of the Rental Agency. Failing that, the Client will bear the duly justified costs for restoring the Vehicle to its original condition.

ARTICLE 13: LIABILITY

The client remains solely liable under articles L.121-1 et L.121-2 of the Traffic Regulations in force, fines, tickets and penalties. They are also liable for customs prosecutions raised against them. Consequently, they undertake to refund the Rental Agency for all fees of this nature potentially paid on their behalf. In accordance with the nature of penalties, the Client is liable for offences committed during the rental period. Therefore the Client is informed that their contact information may be communicated to the relevant authorities who make the request and, if needed, they shall be required to pay the file processing fee which may be up to 30 Euros including VAT.

The Client must verify that they do not forget any personal belongings in the vehicle. The Rental Agency may not be held liable for the loss or damage caused to the items left inside the vehicle, whether that be during or after the rental period.

ARTICLE 14: DURATION OF THE CONTRACT - TERMINATION

The rental is agreed upon for a determined and specified duration on the back of this contract. If the vehicle is not returned to the Rental Agency on the agreed date, and there is not an agreement on a potential extension, the Rental Agency shall apply article 5.2 of this document. The rental days shall be invoiced by 24 hour installments. On the day the vehicle is returned at the end of the rental contract, beyond a 30 minute lateness tolerance an additional day shall be invoiced to the Client at the applicable rental rate.

Non-compliance by the Renter with the rental conditions shall lead to the termination of the rental without prejudice to any damages and interests which may be claimed by the Rental Agency.

ARTICLE 15: MEDIATION

In the event of a dispute, the Client shall as a priority contact the REMIREX Customer Service in order to resolve the problem. In the event that this approach fails, the Client may resort to the online mediation service CMAP (Centre de médiation et d'arbitrage de Paris) accessible at the website: <http://www.cmap.fr> or at their postal address: CMAP (Service Médiation de la Consommation) - 39 avenue Franklin D. Roosevelt - 75008 Paris or by email at consommaton@cmap.fr and can be reached by telephone at 0033 (0)144951140.

So that the CMAP referral can be received, it must include: Your postal address, email address and telephone number as well as the full name and address of our company, a succinct account of the facts, and the proof of previous approaches.

In accordance with the rules applicable to the mediation, it is reminded that a consumer dispute must be previously entrusted to the REMIREX Customer Service before any mediation request to CMAP.

ARTICLE 16: AUTHORITY

In the event of a dispute relating to the execution of this contract, and if the Client can call on the court in their place of residence upon the conclusion of the contract or the harmful event, that of the residence of the defendant, or that of the delivery place of the goods.

ARTICLE 17: COMPUTING AND FREEDOM

Data about the Client, requested upon rental, are compulsory; failing this the rental cannot be completed. This data is processed by the Rental Agency, data controller, and intended for the management of the commercial relationship, rental contract, invoicing, management of fines and damage, no queue option, Client account management, satisfaction survey, review of products/services...). The Rental Agency also uses the Client's contact information to send them similar products to those ordered. The Client has the right to oppose each communication.

I object to the REMIREX company proposing products to me which are similar to those which I have already ordered.

In accordance with regulations in force, the Client may access their data or request their deletion. The Client also has the right to oppose, the right to rectify, the right to limit the processing of their data, the right to portability of their data as well as the right to establish instructions related to the removal of their personal data after their death. For more information on the management of the Client's personal data by the Rental Agency or on exercising their rights, the Client may view the Confidentiality Policy available at the reception, at the agency, or on the Rental Agency's website at the following address www.hertzreunion.com or even on request at dpo@qbh.fr.

Client Signature (accompanied with the phrase "Read and approved"):

In: _____ On: _____

* see conditions at the Agency

GENERAL TERMS AND CONDITIONS FOR INSURANCE AND ADDITIONAL PROTECTION

Our REMIREX company, a French limited liability company, with capital of €200,000.00, the headquarters for which is located at 7 Rue de la Pépinière 97438 Sainte-Marie, registered on the Saint Denis RCS under the SIREN number 485 127 559, is dedicated to the renting of automobiles which includes the following services:

- ✓ The insurance which we include in our rental service as we are bound to do so by the Law [I- General Terms and Conditions of Compulsory Liability Insurance]; and
- ✓ The protections which we propose to you as we would like to be able to ensure that you have peace of mind during your rental [II- General Terms and Conditions of Additional Protection].

This compulsory insurance and its protection products are intended to cover your potential financial exposure to risks if one of the following situations occurs while you are renting and using one of our Vehicles. Without them, you shall be personally liable for the financial consequences resulting from:

- **Liability with respect to third parties:** For bodily harm or a death suffered by a third party or damage caused to their property which occurs due to an accident or an incident for which you are responsible. Damage to third party property may include buildings or their contents, machines or personal belongings. The financial consequences of such liability may include the cost of any interruption of activity stemming from the bodily harm or the death of a third party and/or damage caused to their property.
- **Damage caused to the Vehicle or the theft of the Vehicle:** The Vehicle itself may be damaged due to a collision or an attempted theft and may need to undergo repairs or may be damaged to the point of being beyond repair; or it can even be stolen and not found.

You should know that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision which occurred, the injured Passengers will be covered by our third party Public Liability insurance while your own damages (as well as the potential consequences which arise) or your death will not be covered. However, you may be protected under these circumstances if you separately undertake one of the protections established by our Personal Accident Insurance protection.

DEFINITIONS

Within the framework of this document, we have given the following definitions to the terms and expressions listed below:

Abnormal use means that the use of the Vehicle while under your care is not compliant with regulations in force regarding road traffic and/or does not respect the provisions of the General terms and conditions of rent and/or the use and driving standards which are expected of a reasonable and prudent driver.

Accident declaration means an exhaustive declaration (including any attached document) which relates all elements related to an accident or an incident as they occurred (for example, how the event occurred, the nature of the damage caused to the Vehicle, the place where the incident occurred, the dates and the circumstances under which they occurred and the contact information of third party(ies) involved and/or potential witnesses if needed).

Bodily harm means any physical or mental harm suffered by a person which is the direct result of an accident; with the exception of an intentional, self-inflicted act or resulting from an illness or disability.

Luggage: By luggage, we exclude merchandise, we mean travel bags, suitcases as well as the personal belongings or objects of the renter and/or their passengers, contained inside. Valuable objects the price of which is equal to or higher than Five Hundred Euros (€500) as well as jewellery (natural or cultured pearls, precious stones and hard stones) and furs belonging to the renter and/or their passengers shall be regarded as personal items. Computers, electronic organisers, audio-visual equipment, cameras, video or HIFI devices, belonging to the renter and/or their passengers shall be regarded as luggage.

Expert appraisal means the value of a Vehicle evaluated by an independent Expert, before its depreciation due to damage caused by you or a third party.

Market value of the Vehicle means the value of the vehicle observed on the market in accordance with its last known condition, its model, its age, its mileage and its possible options.

Collision means the contact of the Vehicle with a body, or an object, be they stationary or mobile.

Excess is the maximum amount which, on the condition that the General Terms and Conditions of Rent are respected and provided that there is no serious breach of the laws in force, will be invoiced to you for the cost of the damage caused to the Vehicle following a collision or its attempted theft, or following the loss of the Vehicle if it is now beyond repair or if we do not recover it following a theft. The Excess is a non-redeemable amount which is applied under the protection conditions to which you subscribed.

General terms and conditions of rent means the document which you recognise having read and accepted upon signing your rental contract and which establishes the rights and mutual obligations which are applied both to you and us during the rental period.

Immobilisation describes the damage suffered by us in the event that we cannot rent the Vehicle to another client because, following damage occurred during the rental period, we must remove it from circulation.

Passenger means any person other than the driver who is transported or who travels in the Vehicle for free. A passenger shall be considered to be a Third Party under the compulsory Civil Liability Insurance system.

Protection in this document applies to the means thanks to which your financial responsibility for any damage caused to a Vehicle or the loss of the Vehicle is limited to a non-redeemable excess.

Third Party means any party to an accident or incident - other than the driver of the Vehicle. In order to remove any ambiguity on this issue, a Passenger is deemed to be a Third Party.

Public Liability Insurance means the insurance which covers the compulsory public liability of the driver of a Vehicle towards third parties for damage caused to their property, bodily harm or a death resulting from an accident occurring while you were driving the Vehicle. This Coverage is a legal obligation and it is consequently an integral part of our rental service. Its cost is included in the rental fees.

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

I - GENERAL TERMS AND CONDITIONS OF COMPULSORY PUBLIC LIABILITY INSURANCE

We are bound by the law of the countries in which we provide rental services to insure our Vehicles for Third-Party Public Liability Insurance. This insurance is automatically included in our vehicle rental services. You are therefore automatically covered on the basis of legal requirements in the country in which you rent the Vehicle for the consequences which others may suffer and which result directly from your acts while you are driving the Vehicle.

Against what am I insured?

As provided under the law, you are insured against the following financial consequences which may result from an incident or accident which you cause while you are driving the Vehicle:

- ❖ any bodily harm or death suffered by Third Parties;
- ❖ any damage caused to property, suffered by Third Parties and the losses and costs resulting from this damage.

What is excluded?

The Third-Party liability insurance does not include:

- ❖ bodily harm or death that you (the driver at the moment of the collision) may suffer; or
- ❖ any damage caused to your property and personal belongings being transported; or
- ❖ any damage caused to the Vehicle

What is my financial exposure under the Public Liability?

Provided that you have not committed a serious violation of the laws in force (including all rules applicable to the prevailing traffic regulations), you are insured against the financial consequences for third parties which may result from an incident or an accident which you cause while you are driving the Vehicle up to the level locally required by the law in force.

However, if you have not respected these laws and/or these regulations, you may nevertheless be asked to refund all or part of the costs incurred by the insurer for the incident or accident.

How can we be informed?

When the circumstances involve Third Parties, it is important that you complete and sign to the best of your ability an accident report which will provide us with all the detail both on the incident or accident and the Third Party. This will allow us to defend our position against it (if you are responsible for the incident or accident) or to cover the costs for the Third Party (if the Third Party is responsible for the incident or accident). The accident report must be sent to us within 5 working days after the incident or accident has occurred or as soon as possible given the circumstances.

II - GENERAL TERMS AND CONDITIONS FOR ADDITIONAL PROTECTION

2.1. PROTECTION AGAINST THE DAMAGE RESULTING FROM A COLLISION (CDW)

Our protection against the damage resulting from a collision limits your financial exposure to damage caused to the Vehicle while it was under your care. If you opt for our standard protection against damage resulting from a collision and provided that the laws and our General Terms and Conditions of rent have been respected, you will be exonerated from the cost of damage caused to the Vehicle which exceeds the excess amount. You can reduce or remove the Excess by opting for our superior range of protection against damage resulting from a collision instead of our standard protection.

This protection does not cover the loss or theft or damage caused to objects or property (including Luggage or merchandise) which are placed, kept or transported in or on the Vehicle by you or by a Passenger.

Against what am I covered?

This product limits your financial exposure to any amount higher than the Excess related to the cost of damage caused to the Vehicle, or repair of the Vehicle or its Expert Appraisal if it is beyond repair, under the following circumstances:

- you collide with an object or body, stationary or mobile; or
- the Vehicle is subject to an act of vandalism while you are driving it or using it; or
- a window, the headlights or reflectors are damaged or broken or the tyres are damaged or punctured during a collision.
- Natural disaster: You will be covered for the damage directly resulting from an event which qualifies as a natural disaster under the legal definition in force. The excess established by the regulatory provisions in force will then be applied.

What is excluded from the protection?

You remain financially responsible for the entirety of costs for damage to the Vehicle, if this damage is caused:

- ❖ by the intentional acts of the driver; or

- ❖ by an explosion or fire occurring in (or against) the Vehicle because you are using it to transport dangerous merchandise (dangerous merchandise being any product or any substance which, due to its nature and/or its main characteristics, is reasonably considered to present a danger and which, without transport organised with care and the appropriate safety, is likely to damage the Vehicle and cause damage to a Third Party finding themselves at a reasonable distance from the Vehicle); or
- ❖ by its total or partial theft or by an act of vandalism while the Vehicle is stationary without your presence;
- ❖ by your negligence (defined as behaviour which does not meet the standards expected of a reasonably sensible person under similar circumstances) or the negligence of your Passengers (for example, not exclusively, an incident caused by the use or involvement of cigarettes or cigars);
- ❖ because the keys have been lost or stolen.

Also excluded from this protection are the loss of your own property or their damage caused while they were being transported or kept in or on the Vehicle during the rental period.

In addition, even if you accept to pay for one or several additional protection options in order to reduce the excess, you will remain entirely responsible for all damage caused to the upper portions of the bodywork following an impact against a stationary or mobile body (bridge, tunnel, porch, tree branch, falling coconuts, other overhanging objects, etc...). The same applies for damage caused to the bodywork and mechanical elements located under the vehicle (front axle, oil reservoir, corrosion due to the vehicle going through salt water, etc...) All damage caused to the vehicle following unintended use by the driver or off of asphalt roads, will entail your total financial liability.

What do I have to do to benefit from the protection?

You must:

- Purchase this protection;
- respect our General Terms and Conditions of rent and all the laws and regulations in force regarding traffic circulation during the rental period;
- inform us within 24 hours following the date of the incident and, in theory, before the end of your rental period. You must also return a completed Accident Declaration to us within a maximum of 5 days following the incident, and/or any other document which you deem to support this document.

What is the amount of my financial exposure?

If during your rental period the Vehicle is damaged and you have not purchased this protection, you shall be responsible for the total cost of the damage as well as the compensation linked to its immobilisation.

The amount of damage includes the financial value of the damage suffered by the Rental Agency for the damage, the destruction or the theft of the vehicle rented by the Client. Consequently, any amount claimed by the Rental Agency for damage impacting the rented vehicle as compensation corresponding to the amount, estimated by an expert appraisal, of the cost of planned repairs, as well as the appraisal fees, the towing fees, the fees for immobilisation and the fees for processing the file.

However, if you have purchased the CDW protection and provided that you have respected the General Terms and Conditions of rent and the laws and regulations in force regarding traffic circulation, the maximum that you may therefore be required to pay us will correspond to the amount of the Excess and the administrative fees for processing the file (see Price Guide available at the agencies and accessible on the website www.hertzreunion.com).

2.2. PROTECTION AGAINST THEFT (THW)

Our protection against theft limits your financial exposure to the loss of the Vehicle if it is stolen or to the damage suffered during an attempted theft during your rental period while the vehicle is stationary in your absence. If you

have opted for this protection, provided that you have respected our General Terms and Conditions of Rent, we cover the costs resulting from the theft of attempted theft which will be higher than the amount of the Excess. You can reduce or remove the Excess by opting for our superior range of protection against the theft instead of our standard protection.

Against what am I covered?

This product limits your financial exposure to any amount higher than the Excess related to the cost of damage caused to the Vehicle, or repair of the Vehicle or its Expert Appraisal if it is beyond repair or its market value if it is not found, under the following circumstances:

- the theft of the Vehicle;
- the attempted theft of the Vehicle;

What is excluded from the protection?

This product does not cover you under the following circumstances:

- If the Vehicle is stolen or damaged due to your negligence or more precisely (included but not limited to) due to the keys being left in the Vehicle while it was unattended or it has been entrusted to an unauthorised person, your lack of proper use of the steering wheel lock, any failure to return the keys to us or if you have left the Vehicle unlocked when you were not using it.
- The theft or damage caused to personal and/or professional belongings and to any goods transported in or on the Vehicle.
- The theft or attempted theft of accessories such as the radio, the antenna, the hubcaps, the wing mirrors, the tyres.

What do I have to do to benefit from the protection?

You must:

- purchase this protection;
- respect our General Terms and Conditions of rent as they apply to the attempted theft of the Vehicle;
- inform us, through the collection agency, within 24 hours from the moment when you become aware of the disappearance of the Vehicle and send us the keys to the agency where you collected the Vehicle.
- inform the local police of the incident or any event within two days following the event, and send us the police report or any proof confirming that the declaration has been made to the police;

What is the amount of my financial exposure?

If, during your rental period, the Vehicle is stolen or damaged during an attempted theft while the Vehicle is parked and unattended and you have not purchased this protection, you will therefore fully owe the total cost for damage caused to the Vehicle (if the Vehicle is found) or the market value of the Vehicle if it is not found, as well as compensation for immobilisation calculated on the basis of the daily rental price set out in your rental contract multiplied by the number of days in which the Vehicle had been stolen.

If you purchase the anti-theft protection and provided that you have respected the General Terms and Conditions of rent, the maximum that you may therefore be required to pay us will correspond to the amount of the Excess and the administrative fees for processing the file (see Price Guide available at the agencies and accessible on the website www.hertzreunion.com).

2.3. PERSONAL ACCIDENT INSURANCE (PAI)

In our rental services, we automatically include Public Liability insurance which does not cover bodily damage suffered by the person driving the Vehicle at the moment of the collision.

If you are the cause of a collision while you were driving the Vehicle, you will therefore not be covered, by the insurer of the rented Vehicle, or by the insurer of a third party for the financial consequences linked to bodily harm or your death.

In order to minimise these circumstances, your financial exposure linked to your death or any bodily damage suffered, we propose Personal Accident Protection (**PAI**) which you have the option of purchasing and which guarantees you coverage for medical fees incurred for injuries suffered; and/or a lump sum compensation in the event of disability or death following an event covered by the contract or an accident.

Against what am I covered?

Under this protection, you will be refunded for the following financial consequences linked to your death or to any bodily damage suffered, directly related to a collision while you were driving the Vehicle:

- ❖ a lump sum amount for a maximum amount of 152,400.00€
 - ✓ in the event of death (or presumption of death) within 24 months following the occurrence of a collision or an incident;
 - ✓ in the event of definitive, partial or total disability, directly linked to the collision or incident;
- ❖ medical fees (which includes hospitalisation, consultations and pharmaceutical fees; x-rays and appropriate medical tests; dental treatments or false teeth) incurred due to a collision or an event covered by the contract.
- ❖ Provided that you have purchased this protection the coverage shall apply to you and/or the Passengers present in the Vehicle who are victims of the collision which occurred during your rental period.
- ❖ You may benefit from this protection regardless of who is responsible for the collision under the following situations:
 - ✓ The Passengers who are still considered to be third parties under Public Liability may be compensated by the Public Liability insurance but they may also receive the lump sum compensation to which they will have the right under the personal accident insurance
 - ✓ If you are not the cause of the collision even though you were driving the Vehicle (driver not at fault) you may be compensated by the Public Liability insurance of a responsible third party, but you may also receive the lump sum compensation to which you will have the right under the personal accident insurance
 - ✓ If you are the cause of the collision even though you were driving the Vehicle (“driver at fault”) you may not benefit from the compensation of the Public Liability insurance but you may also receive the lump sum compensation to which you will have the right under the personal accident insurance

What is mainly excluded from the protection?

PERSONAL ACCIDENT INSURANCE (**PAI**) does not cover:

- ❖ one of the costs exposed below while the commitment of expenditure is not directly related to the collision or the incident which occurred while the Vehicle was under your control or when you intentionally caused or provoked the accident or collision; or
- ❖ the costs related to a treatment which you followed or pathologies from which you suffered before the occurrence of the accident or the collision; or
- ❖ any damage or loss of your Luggage; or
- ❖ any damage caused to the Vehicle

What is the amount of my financial exposure?

Provided that the applicable law is respected (including the regulations in force regarding road traffic and in particular, respect for provisions related to the wearing of seatbelts and the limit of the maximum number of places normally

established depending on the manufacturer specifications of the rented vehicle) you will benefit from the protection up to the maximum amounts defined below.

However, if you have not respected the legislations and/or the regulations in force, our insurer may therefore refuse the coverage benefit for the protection in its entirety. For example, if 7 people are hurt in a vehicle meant for 5 people, the Personal Accident insurance shall not apply. Secondly, if it can be shown that you were even partially responsible for the intensity of the bodily damage suffered during the collision or the incident, the compensation due from this protection may be reduced.

How can we be informed?

It is important that you do everything possible to correctly complete and sign the Incident Declaration form. This form enables us to obtain all detailed information about the accident and to ensure that your declaration will be processed as efficiently as possible. The accident declaration must be sent to us within a maximum of 5 working days after the collision or the event covered by the contract occurs.