

GENERAL RENTAL TERMS AND CONDITIONS

RENTAL / EXTENSION CLAUSES :

The rental price and the deposit are fixed by the established regulations in force and payable in advance.

The deposit cannot be used for any extension of the hire, by no means. In order to avoid any dispute and should the tenant keep the vehicle beyond the period originally scheduled on the Rental Agreement, the tenant must pay the extra rental time before the end of the current rental period, only after obtaining prior consent of the lessor.

The applicable rate will be the one referring to the initial period of the contract multiplied by the number of additional rental days. **Any return before the allowed rental period will not be reimbursed.**

The lessee must inform the lessor beforehand of any postponed delay by all means and as soon as possible. If not, the lessee will render himself/herself liable to proceedings and to a supplementary invoice corresponding to the extra rental period, which will not allow him/her to keep the advantage of the preferential tariff for several days rental at a stretch. The applicable rate will be based on the initial period of the contract multiplied by the number of the additional days, plus penalties for lack of presupposed rental contracts to come. Any starting 24 hours period will be applied as a whole day (for example one hour delayed could be billed a full 24 hours).

The responsible for the rental agreement stays the responsible person financially for a possible extension of rent if a third person driver does not return the vehicle in the date return of the rental agreement. (Please note: the person in charge pecuniary of the rental agreement is the depositary of the guaranty)

VEHICLE USE

For his own safety and that of others, the tenant acknowledges the fact he /she has the experience of the practice of the two wheels vehicle either in town or in the countryside. He/she must refer to the **"INSURANCE – DEPOSIT"** subsection in order to know the financial risks at-fault accident with or without third party identified.

The tenant agrees not to leave the vehicle to be driven by persons other than himself or those approved by the lessor, so that he acts as guarantor.

On the other hand, the tenant agrees to use it for his/her personal needs and waive the possibility to participate in all competitions, their test or preparation.

The vehicle must be used on the European territory and on the roads fit for traffic. Any use of the vehicle for purposes other than those to which the manufacturer intends it is prohibited. Repatriation of a damaged vehicle or out of order outside the metropolitan area is charged to the tenant up to the border (or up to the store if the tenant is liable for the damage).

COMPLIANCE WITH REGULATIONS

Once a tenant takes possession of the vehicle, **he/she becomes the sole legal custody and therefore remains solely responsible for any fines, tickets, records and customs proceedings established against him**, under Article 21 of the Ordinance 58-1216 of December 15, 1958.

Minors under 18 years are entitled to rent a motorcycle with the countersignature of their legal representative.

In case of accident due to indisputable misbehavior (lack of self-control for drunken driving or exceeding the speed limit), the lessor may claim, in addition to repairs, up to 10 days maximum detention of the vehicle for repairs at a full 24 hours daily rate.

STATE OF THE VEHICLE

By taking the vehicle, the tenant acknowledges that it is in good working condition. The tenant cannot claim any compensation for interruption of service, incident or accident due to the malfunction of the vehicle or under the pretext of avoiding the obligations incumbent on him/her. The tenant acknowledges that the vehicle includes the normal accessories and optional equipment that must be returned in good condition, otherwise he must pay the value at list price.

It is prohibited to make any change or modification to the vehicle.

GASOLINE, OIL AND TYRES

Throughout the duration of the lease, the supply of gasoline remains the responsibility of the tenant.

On this occasion, the tenant shall see to the oil level. Any off garage intervention of

re-addition of oil cannot give rise to any refund whatsoever.

The lessor shall bear the costs of maintenance and tires replacement resulting from normal use of the vehicle, excluding the awkwardness or inexperience of the driver, the accidental run flat, skidding, short braking, etc.

Having recognized the condition of the tires at the start, the tenant shall in no way allege an accidental tire blowout, although he/she is suspected to have caused an accident, to evade his/her obligations.

The tire punctures and their repairs are charged to the tenant at the current rate.

MAINTENANCE AND REPAIRS

Repairs due to normal wear and tear of the vehicle are the responsibility of the tenant.

On the other hand, the necessary work resulting from inadequate maintenance of the vehicle due to negligence or inexperience of the driver will be borne entirely by the tenant.

In this case, the clutch on motorcycles is not guaranteed: as the motorcycles are recent; the inexperience of the tenant may occur with the "burning out " of the lined discs of the clutch in a heavy traffic full of vehicles.

If on the way, work becomes necessary on a vehicle, the lessee must contact by telephone the lessor who will indicate him/her the measures to be taken. If the communication cannot be established, the tenant must park the vehicle while he/she is waiting until he/she gets connected to the lessor.

The tenant agrees not to start or not to make a third person start any repair work on the vehicle as long as the lessor has not given his consent. Otherwise, the tenant cannot claim the refund of amounts involved for work done on the vehicle.

INSURANCE - DEPOSIT

Once a tenant takes possession of the vehicle, he/she becomes the sole legal custody and solely responsible towards third parties in terms of Article 1284 of the Common Law. However, provided that the tenant or the authorized driver drives the motorcycle, the tenant will be guaranteed.

1° The vehicle is insured to the unlimited third party, **theft, fire: a deductible amount of the bond will be applied.**

2° For an unlimited amount against the pecuniary consequences of his/her civil liability for injuries to persons or property caused to others, please consult the Common Law for Insurance for further explanation.

3° **If the tenant is responsible for an accident with a third party involving our insurance to indemnify the latter via an amicable contract, a 100 euros deductible amount will be charged in order to cover administration costs, in addition to repairs.** But the appeal by the lessor against the tenant may not exceed the amount of the deposit paid by the tenant and indicated on the recto side of this contract, except for serious misconduct (Article 7b). The lessor may require from the tenant claims for damages and compensation, if the vehicle cannot run, for repair reasons at a full 24 hours daily rate. There will be no refund of rental following an accident with or without a third party. In case of accidents between vehicles rented together (in group), insurance does not work; people who rents vehicles all together are bound to establish the liabilities for claims and must pay the damages for the vehicles involved in the accidents: the official assessment between vehicles leased to the same society and with the same insurance does not work.

4° In case of an accident not responsible, the tenant will pay nothing and another vehicle will be supplied in place of the damaged vehicle in order to continue his tenancy.

5° The physical injuries from accidents suffered by the driver are not guaranteed. The passenger is secured as such.

6° The above insurances are in force only for the duration of the rental as stipulated.

If the tenant keeps the vehicle beyond the time limit without having resolved his situation (including the requirements of subsection "Rental / Extension Clauses"), he loses the benefit of all guarantees under the agreement.

7° The bond is held to cover any damage that the tenant could cause to the vehicle which he personally has custody, along with all the accessories.

a) **In case of theft, the tenant agrees to pay the amount of the deposit indicated on the front page of this contract.**

b) **In case of theft due to negligence (failure to return keys), the tenant agrees to pay the value of the vehicle based on the official Argus rate issued from the Official of the Cycle and Motorcycle, plus the accessories (helmets and thief-proofs).** In case of bad faith of the tenant, legal action for breach of trust may be incurred.

RETURN OF THE VEHICLE

The rented vehicle that does not cease to be the lessor's property, must be brought back to the lessor's home during working days and times displayed, at the tenant's expenses. It is expressly agreed that the lessor, at the expiration of the term of the lease as planned, and in the absence of an express renewal of the lease, may without formality and without judicial proceedings, take immediate possession of the said vehicle whomsoever he/she can be, and can be subject to any request for additional damages and compensation referring to the prejudice. The tenant formally agrees not to abandon the vehicle without obtaining the written consent of the lessor. If the tenant is unable to repatriate the vehicle, he/she will pay all the expenses and take care of the vehicle; the remaining rent is due until the return of the vehicle. Failure to return within a 48 hours delay will be prosecuted.

FORMALITIES REQUIRED IN CASE OF ACCIDENT

- In case of accident or fire, the tenant agrees to make a written declaration to the lessor within 48 hours, stating the name, age, address and driving license number of the driver, the name and address of the injured party as well as witnesses, and must provide any information about the circumstances of the accident.

- In case of theft, the tenant agrees to notify the lessor and the police immediately.

- The tenant agrees to provide the lessor with all documents received from third parties injured, letters of reservation or complaint, summons, notices, criminal or civil writs addressed to him/her; he will give the lessor all powers and information to enable him to set up all necessary claims. No admission of liability or transaction occurring outside the lessor will be enforceable.

- If the liability of a third party is involved, the tenant may take legal proceedings for the damage he has personally suffered, under the agreement of the lessor. The tenant may start proceedings against the perpetrator of the accident only with the lessor's agreement. The tenant shall not, under the guise of a third party's responsibility, deny or suspend the payment of reparation costs or compensation as he/she may be liable for toward the lessor one way or another.