

GENERAL TERMS AND CONDITIONS OF RENTAL

LOCAMOTO. SARL with the capital of 157,600€. RCS Bordeaux. APE Code 4540Z. SIRET 351 456 744 00025.

Intracommunity TVA number FR32 351 456 744.

These General Terms and Conditions of Rental and the specific conditions (of which the Lessee acknowledges to have received one copy), draws up as a single document, the rental contract, of which the Lessee undertakes to respect all the provisions.

If one of the provisions of these General Terms and Conditions of Rental (GTCR) is determined to be void, invalid or unenforceable under applicable law, this provision shall not be deemed to be part of these GTCR.

However, all other provisions of these GTCR, shall remain in full force and effect.

1. Driving licence and documents to be produced

IMPORTANT!

If the Lessee does not meet the requirements of age and/or acquisition of a licence, Locamoto would not be required to rent the vehicle. The rental would then be null and void, and the amount of the deposit paid by the Lessee when making the reservation would then be retained by Locamoto.

MOTORCYCLE LICENCE:

Minimum legal age 23 years' old

Required experience: Motorcycle licence issued for more than 2 years and currently valid

DRIVING LICENCE (or A1):

Minimum legal age 21 years' old

Required experience: Driving licence (or A1 or A2) issued for more than 2 years and currently valid

Driving licence obtained before the 1st March of 1980 or training certificate of 7 hours or insurance certificate covering use of 125cm³ during the five years prior to 1ST January of 2011.

AM LICENCE (BSR, 50cc):

Minimum legal age 18 years' old

Required experience: AM licence issued for 1 year provided that no claim has been or is being submitted

If born after 1987, BSR (Road Safety Certificate) save as driving licence.

The drivers did not have suspension or withdrawal of driving licence during the last 2 years, nor contract termination or invalidity of an insurer for any type of vehicle.

Wearing a protective headgear is mandatory, we can supply it, by simple request, depending on availability and sizes. We strongly recommend you to use the equipment required by the practice of motorcycle.

DOCUMENTS TO BE PRODUCED:

When the vehicle is handed over, the Lessee must produce:

- **Original driving licence;**
 - An international licence for foreign nationals (loss or robbery certificate, or untranslated driving licence are rejected)
- **Identity proof or Passport** currently valid;
- **Proof of address** no more than 3 months old.

2. THE VEHICLE

2.1 Conditions of the vehicle

The renting vehicle is without any signs of damage except those understood and embraced on vehicles silhouettes included on the contradictory description. The vehicle is handed over to proper working order, with genuine and safety accessory. The Lessee can conduct a test that cannot exceed 4km to ensure the vehicle state. Any overshoot of this distance shall permit the Lessor to consider that the Lessee accepts the vehicle and deem it in good condition.

2.2 Driver of the vehicle

The vehicle may be driven only by the Lessee or any other person approved in advance and expressly acknowledged by Locamoto in the specific conditions. The Lessee or any driver approved by the Lessor must be in possession of a valid licence corresponding to the relevant vehicle category (cf. Driving licence and documents to be produced).

2.3 Use of the vehicle

When the vehicle is handed over, the Lessee bears sole responsibility for the vehicle and the consequences which might be incurred through its use.

The Lessee bears sole responsibility for the road traffic offences respecting the driving task, or for any other offence to applicable legislative or regulatory provisions, committed throughout the term of the contract.

The Lessee undertakes to take all appropriate measures to avoid vehicle deterioration or robbery.

The Lessee uses the vehicle under the strict respect of the manufacturer standards and recommendations, with due diligence and by taking every precaution expected by the Lessor. The Lessee bears sole responsibility for degradations or losses to the vehicle unless he/she can prove they occurred without his/her fault, in accordance with the article 1732 of the civil code.

2.4 Bans

Important: during breach of the following provisions, the Lessee will bear responsibility notably in the event of damages or robbery of the vehicle, according to the market value of the replacement of the vehicle and to the operating loss suffered by the Lessor, and will not be able to claim benefit from the insurances.

The vehicle can only be used in France and the countries of the European Community. The Lessee undertakes to:

- Not use the vehicle for driving training;

- Not use the vehicle for subleasing, for carrying passengers free of charge;
- Not permit the use of the vehicle to anyone under the influence of alcohol or narcotics;
- Not permit the use of the vehicle to anyone who does not possess a driving licence currently valid for the relevant vehicle category;
- Not use the vehicle for motor sport purposes, such as competition or rally.

2.5 Maintenance

THE LESSEE MUST CHECK REGULARLY THAT THE ENGINE OIL LEVEL IS SUFFICIENT on the renting vehicle. He/she can request this FREE service upon LOCAMOTO. Any engine failure due to insufficient oil shall be borne by the Lessee (use of the security).

Any service, faults repairs, repairs following an accident or any intervention on the renting vehicle must be carried out at LOCAMOTO, facing the risk of the Lessee liability and/or the billing of possible costs of bringing the vehicle into conformity. No piece (nor workforce) changed elsewhere will be refunded to the Lessee, and whatever the reasons are, UNLESS WRITTEN AGREEMENT FROM LOCAMOTO.

2.6 Repairs

LOCAMOTO does not repair on site, whatever the reasons are.

Each Lessee can seek assistance only once. If the Lessee refuses the solutions proposed by the assistance, and whatever the reasons are, the Lessee will not be able to request any refund of his/her costs, neither from the assistance, nor from LOCAMOTO.

In case of immobilisation of the vehicle, the rental continues under the conditions laid down in the rental contract and the Lessee obligations are carried forward.

3. THE RENTAL

RENTAL PERIOD

Important: The Lessee must return the vehicle on the specified date(s) and time. Any exceeding of the rental period that would not be previously accepted by the Lessor, could constitute a misuse that may expose the Lessee to criminal and civil penalties.

3.1 Return

Important: If the Lessee returns the vehicle outside the opening hours of the Lessor agency, he/she will bear sole responsibility for damages caused by the vehicle and damages incurred to it, until the handing over of the keys to any employee of LOCAMOTO that will terminate the rental contract.

The vehicle must be returned in a state identical to the one duly checked by the Lessee at the beginning of the rental period. If the deteriorations found are contested, the Lessee expressly gives the authorisation to the Lessor to choose an external automotive expert to examine the vehicle and establish a descriptive and estimated report; the mission expenses of the expert being borne by the Lessee.

LOCAMOTO reserves the right to immediately terminate the rental in its own right, without being liable to pay any compensation, in cases where the Lessee would not have respected all the obligations of these General Terms and Conditions of Rental.

ANY BURN MARK on the back tire shall be billed at the rate of the replacement of an installed tire, whatever the state of the tire at the beginning of the rental period.

If the Lessee returns the vehicle before the ending date expected by the rental contract, he/she will not be refunded for the days he/she did not use the vehicle.

4. FINANCIAL ASPECTS

The rental is payable in advance for the period mentioned on the front side of this contract. The rental day (24 hours) means time to time. Fuel costs shall be borne by the Lessee.

A 30% deposit of the initial amount of the rental contract is required for the reservation.

4.1 Sums owed by the lessee

The Lessee will pay to the Lessor:

- 1) The price mentioned in the specific conditions for the renting vehicle handed over including the cost of the insurances carried out at the applicable rate on the rental day. This amount is calculated depending on a category, a period and a number of kilometres. The number of kilometres travelled during the period of this contract being the one displayed on the odometer installed on the vehicle by the manufacturer. Unless otherwise stipulated in the specific conditions, every part day shall count as full day at the applicable rate.

Important: After intentional deactivation of the odometer, the vehicle shall be deemed to have travelled 500km per day since the day of handing over, the Lessee bearing responsibility towards the Lessor for any prejudicial outcome arising for the latter from such concealment.

- 2) Further amounts for the supply of optional equipment mentioned in the specific conditions.
- 3) The amount mentioned in the specific conditions as a security deposit (cf. article 4.2) and that will be returned to the Lessee at the termination of the contract if he/she has met all his/her obligations for the purposes of this contract. Failing that, he/she will be allocated, for all or part the payment of any amount owed to the Lessor by the Lessee.
- 4) Fines and tickets charged to the Lessee for road traffic offences, with a fee of 30€ per file.
- 5) Any taxes and charges owed on the payments mentioned above.
- 6) Missing fuel costs that are always to be borne by the Lessee. The fuel level is established contradictorily at the handing over and the return as indicated by the vehicle's fuel gauge. The difference of fuel level between the handing over and the return will be billed to the Lessee depending on the fuel price displayed in the agencies. Warning: no refund of excess fuel at the return from baseline will be made.
- 7) Parking fees.
- 8) Repairing, tolls, caretaking, and repatriation fees when the Lessee liability is incurred.
- 9) Insurance deductible, expert charges for the repairs of the vehicle for damages not covered by the insurance as well as the operating losses for the Lessor during the vehicle immobilisation.

10) All expenditure costs if the Lessee loses or breaks the vehicle keys (keys, cylinders, repairs...) are billed to the Lessee.

4.2 Terms of payment, security deposit and billing

When the vehicle is handed over, the Lessee will make the rental payment estimated and indicated in the specific conditions and will provide a security deposit. The security deposit by credit card, which amount depends on the renting vehicle (see General Terms) and is paid on the day of signing the contract, guarantees the good execution of the obligations borne by the Lessee (respect of bans and obligations). It will be returned at the termination of the contract if no sum is owed to the Lessor. Failing that, the Lessee expressly gives the authorisation to the Lessor to deduct the owed sums on this deposit.

5. INSURANCES

5.1 Securities

Important: Any false statement as to the driving licence and his/her age can lead automatically to the loss of the securities and would authorise the Lessor or his insurer to appeal against the Lessee to obtain the refund of the sums paid.

a) Civil liability

The Lessee and any further driver of the vehicle(s) mentioned in the specific conditions and accepted by the Lessor in accordance with the article of an insurance policy covering loss and injury he could cause to third parties or out of circulation in accordance with the article L.211-1 of the insurance code.

b) Damages to the renting vehicle

The Lessee is also insured:

- Against theft, fire and vandalism of the vehicle, net of deductible for theft/fire specified under specific conditions for the relevant vehicle category;
- For the damages following an accident, an explosion, the damages incurred to the vehicle due to natural forces or natural disasters, net of deductible for damages specified under specific conditions if the Lessee is held to account for the accident or if there are no remedies concerning another identified person.

c) Legal defence – Individual accidents drivers and passengers

The Lessee acknowledges that he/she is aware that:

Any false statement would authorise the Lessor or his insurer to appeal against the Lessee to obtain the refund of sums paid to the third parties under the securities insured at the subparagraph a) and will invalidate the securities mentioned at the subparagraphs b) and c).

d) The security equals the deductible

The fixed security will remain allocated to the Lessor in sole ownership, up to the amount of the sums due by the Lessee, if the vehicle is returned in a condition that is not consistent to the genuine condition of the vehicle handed over, as mentioned at the back of this contract, or in case of a theft.

In case of liable damage or without appeal against any identified third party, the Lessee will bear responsibility, per claim, up to the amount of the deductible for damages specified under specific conditions.

This deductible (or those deductibles if there are several claims during the same rental contract) will also be applicable for damages to third parties, even in the absence of damages on the renting vehicle.

5.2 The security

When the vehicle is handed over, the Lessee shall pay a security by credit card, which amount is displayed on the contract.

IMPORTANT! If the security is refused by the banking group of the Lessee, the rental would be cancelled and the amount of the security paid by the Lessee at the reservation would then be retained by Locamoto.

5.3 Obligations in the event of a claim

Important: Any absence of statement or any false statement to the Lessor will give rise to the liability of the Lessee, who must bear all the consequences. It could also lead automatically to the termination of the rental contract. This termination will lead to the return of the vehicle within the conditions of the article 3.1 and, besides the whole compensation for the loss suffered, the payment of a financial compensation on the security deposit.

a) In the event of an accident

In the event of an accident, the Lessee undertakes to:

- Warn, as promptly as possible, the Police or Gendarmerie if it involves personal injuries;
- Inform the Lessor within a maximum of two working days after the claim arises;
- Write legibly, even in the case of property damage, an accident report specifying the detailed circumstances of the accident and countersigned, if possible, by the driver(s) of the other vehicle(s) involved in the accident. If the Lessee is liable of the accident, or if there's no identified third party, the Lessee will then be borne up to the amount of the deductible for damages specified under specific conditions.

b) In the event of a theft

In the event of the theft of the vehicle or its equipment and accessories, or in case of vandalism, the Lessee and/or any authorised driver shall be required to notify the theft or vandalism within a maximum of two days after the report to the Police or Gendarmerie.

5.4 Exclusions

Thefts and damages incurred to any property and securities transported or left by the Lessee or any other person, in or on the vehicle during the rental period.

Damages incurred to the vehicle.

Are excluded, in case of liable claim or in the absence of any identified third party:

- Damages on tires, hubcaps and rims;
- Personal injuries suffered by the driver in accordance with the Civil Liability;
- Repairs and repatriation fees;

- Damages at a cost of less than the amount of the deductible for damages or theft/fire specified under specific conditions;
- Personal belongings.

5.5 Forfeiture

Important: The benefit of all or part of the insurance securities may be withdrawn from the Lessee who risks the appeal of the insurers or the Lessor in those cases:

- Use of the vehicle by a person that has not been authorised by the Lessor and/or use of the vehicle by a person that does not possess a driving licence currently valid for the relevant vehicle category;
- Use of the vehicle by a person under the influence of alcohol or narcotics, spirits or medicines not medically prescribed;
- Use of the vehicle in any unauthorised country (cf. article 2.4);
- Use of the vehicle after the expected date of return and in the absence of a further extension expressly authorised by the Lessor;
- In case of intentional false statement from the Lessee and/or from the authorised driver upon his/her identity or the validity of his/her driving licence;
- Failing the handing in from the Lessee of the accident report to the Lessor within a maximum of fifteen days after the return of the vehicle or the request addressed for this purpose;
- Use of the vehicle with a serious infringement to the highway code;
- In the absence or for late intervention of the theft report unless the Lessee proves that he/she did not commit any imprudence or negligence;
- Intentional degradation on and in the renting vehicle;
- In case of any failure to observe the obligations or if it's impossible to return the original keys or the vehicle documents, the Lessee will be deprived of his/her right of theft security and will be borne for the loss suffered by the Lessor due to the disappearance of the vehicle.

Date and signature of the lessee (preceded by the words **“Read and approved”**.)