

GENERAL RENTAL CONDITIONS

Car-Away SAS
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Collection of the Vehicle by the Renter implies the unconditional acceptance of the following General Terms and Conditions of Rental effective **Jan 1, 2020**.

The General Terms and Conditions of Rental ("**GTC**") form an integral part of the rental agreement.

The rental agreement consists of the present GTC as well as the rental document, and is concluded between Car-Away (hereinafter also referred to as "**the Renter**") which provides the Vehicle, and the Renter, ie the principal driver as designated in the rental agreement.

The subscription can be carried out over the Internet, by telephone, in an agency or via an authorized intermediary (travel agency for example).

In the event that the booking of the Vehicle is carried out by an authorized intermediary, the contractual relationship between Car-Away and the Renter starts with the acceptance of the present GTC within the sales process of the authorized intermediary.

1) USE OF THE VEHICLE

Car-Away is responsible to provide the Renter with the Vehicle as well as the mandatory safety accompaniment, in good working order, registered in accordance to local regulations and all applicable taxes paid.

The Renter agrees to **(i)** use the Vehicle in a prudent and normal manner **(ii)** use the Vehicle in accordance with the laws and regulations of the country in which it operates **(iii)** use the appropriate fuel **(iv)** lock the Vehicle when not used **(v)** stop using the Vehicle immediately in case of defects and get in touch with Car-Away **(vi)** if the Vehicle has a hitch, comply with the Gross Vehicle Weight Allowance that is, the maximum permissible weight for a vehicle) and the permissible total gross weight, that is the maximum permissible weight for a combination of vehicles.

The Renter agrees not to attach a trailer or similar vehicle if the Vehicle does not have a hitch or in the absence of prior written authorization from Car-Away. He also agrees to make no changes to the Vehicle. **In case of breach of these obligations, Car Away may charge the Renter the cost of any damage or repairs caused by such non-compliance.**

The Renter agrees to use the Vehicle solely for his personal needs, to the exclusion of any commercial activity (for example: subletting, transport of persons for a fee). The Renter also refrains from participating in any match, race, rally or other competition of any kind whatsoever, as well as tests or preparations. He agrees not to use the Vehicle for unlawful purposes or other than those provided by the manufacturer, and not to overload the Vehicle rented nor to carry a number of passengers greater than that indicated on the Vehicle registration certificate.

By exception, Car-Away can accept that the rental is done professionally. In this case, the Renter agrees to use the Vehicle to ensure its transportation and accommodation or that of its employees and prohibits any commercial use of the Vehicle (subletting, transport of persons for valuable consideration, etc.).

The Vehicle will be driven, at no additional cost, by the Renter and / or an occasional driver approved by Car-Away. If the Renter wishes to benefit from a second additional driver, he / she will have to purchase the corresponding add-on until the time of departure and additional charges will apply. If the Renter wishes to benefit from a second additional driver after departure, he must make a written request to Car-Away. In the event of written acceptance by Car-Away, a new driver will be added to the rental agreement and a contract amendment fee will be applied in addition to any additional driver charges. Any additional Car-Away approved driver is listed on the rental document.

In case of an accident of the Vehicle while being driven by a driver not approved by Car-Away, if the Renter remains beneficiary of the Civil Liability and Recourse insurance policies subscribed by Car-Away, on the other hand, he will be deprived of any guarantee covering damage to the Vehicle. As a result, he will be required to compensate Car-Away for all the damages that the Vehicle will have suffered as a result of this accident. (See, 1) INSURANCE).

The Renter is liable throughout the duration of the rental for the payment of fines for a number of offenses which list is established by the Highway code, except for the Renter to establish that he is entitled to benefit one of the exceptions provided for in the Code. The Renter is obliged to pay these fines directly to the competent services. If some of these offenses are not reported immediately to the Renter but to us, Car-Away will pay the sums due to the relevant departments before recovering the amount as a refund plus an administrative management fees from the Renter. If the offense in question has not been committed by the Renter but by another authorized driver or not, then it will be up to the Renter to inform the competent services of the identity of the offender, without prejudice to the possible obligation for the Renter to pay the relevant fine.

In accordance with Article L. 121-6 of the Highway Code, Car-Away may be obliged to communicate the details of the Renter to the authority concerned.

In the event of any fine received by Car-Away, an administrative fee of € 40 per ticket / fine will be charged to the Renter except for him / her to establish that he has already paid the ticket / fine concerned or that the latter does not concern the rented Vehicle.

2) STATE OF THE VEHICLE

During vehicle collection, a Car-Away agent proceeds to a complete vehicle check-up and reports on the rental document any identified damages (scratches, shocks, etc.). The Renter may ask Car-Away to add damages which would not be mentioned beforehand. A signed copy of this check-up is given to each party.

The Renter agrees to return the Vehicle in the same condition as the one in which it was given to him. On return, a check-up of the Vehicle compared to that of the departure will be made. In the event that the condition of the Vehicle on the return differs from the one made at the start, the damage noted (for example: body shocks or missing accessories), with the exception of those resulting from normal wear, will be considered as chargeable to the Renter except that the latter reports the contrary proof. Unless there is an exclusion, they will be billed to him, within the limit of the maximum financial responsibility in the contract.

The Vehicle will be returned in the same state of interior cleanliness as at its departure. Otherwise, the Renter must pay a lump sum of € 100 for the interior cleaning. In addition, the Renter must have completed the emptying and cleaning of the toilet tank. Otherwise, he will have to pay a lump sum of € 100 for the emptying and cleaning of the toilet tank. To these sums may be added any repairs attributable to the Renter. These amounts can be deducted from the deposit.

Car-Away is committed to providing the Vehicle equipped with tires respecting the safety rules and standards in force. In case of deterioration of one of the tires of the Vehicle for any cause other than normal wear and tear, or the disappearance of one of them, the Renter agrees to replace it immediately and at his expense by a tire of same characteristics and dimensions.

3) FUEL - LUBRICANT - GAS

The supply of fuel is the responsibility of the Renter. In the event that the Vehicle is returned with a fuel level lower than the one present at departure, the additional fuel will be invoiced at the price prevailing at Car-Away at the time of the return of the Vehicle. The Renter must periodically check the oil and water level.

All our vehicles, with the exception of the "combi-Van Adventure" category (Hanroad Trek), for which gas bottles are to be purchased by the Renter, are rented with two gas bottles, one of which is full, the other in use. The Renter is responsible for buying any additional bottle he / she would need during the rental period.

4) MAINTENANCE - REPAIRS

Normal mechanical wear is the responsibility of Car-Away. The Renter is responsible for the abnormal degradation of the Vehicle suffered by his fault or negligence.

In the event that the Vehicle is immobilized, repairs can only be made after written agreement and in accordance with Car-Away's instructions. Any expenses must be done with the express agreement of Car-Away with a proper receipt. The same rule applies to the interior of the vehicle and the living area (refrigerator, heating, water heater, water pump ...). Under no circumstances, the Renter, nor the authorized intermediary (travel agency for example) representing the Renter, can claim for a compensation for any delays in the delivery of the Vehicle, cancellation of the lease or immobilization in the case of repairs made during the rental which are due to the Renter's fault. In the event of a serious accident or mechanical problem, the Renter agrees to follow the instructions of Car-Away's assistance. In case of non-compliance with these directives, the Renter will be held financially responsible and will not be able to claim any refund.

Damages due to freezing are the responsibility of the Renter when they result from his fault and / or negligence.

5) INSURANCE

All drivers must provide a proof of their identity and a valid driving license (cars). The driving licence must be at least 3 years old at the Vehicle departure date and the driver shall be at least 23 years old at that same time. If these conditions are fulfilled, he / she qualifies for Liability and Recourse Insurance. Only drivers approved by Car-Away and fulfilling the same conditions of age and driving licence seniority will be covered by the "damages to the vehicle" insurance.

Except exclusions, as described in the present GTC, the Vehicle is covered by a Civil Liability, Recourse and Damage insurance. This insurance is valid in the following countries: France, Germany, Andorra, Austria, Belgium, Croatia, Denmark, Spain, Estonia, Finland, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Norway, Country Netherlands, Poland, Portugal, United Kingdom, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic.

Except as provided in the present GTC, the guarantees are as follows:

- unlimited civil liability in the event of an accident involving bodily injury, up to € 100,000,000 in the event of damage to property;
- defence and appeal: € 10,000 overall for litigation, with a trigger threshold of € 320 (see Appendix);
- Damage to vehicles with a **deductible of € 2,400 per accident**: fire, theft of the Vehicle (see 7) THEFT), natural disasters, damage to all accidents to the Vehicle;

EXCLUSIONS:

- **EXCLUSIONS RELATING TO ALL WARRANTIES: INTENTIONAL DAMAGES, WAR CRIMES, RADIOACTIVE MATERIALS, GOODS UNDER DRIVERS RESPONSABILITY, GOODS AND OBJECTS CARRIED OUT IN THE VEHICLE, NO LICENSE, SAFETY CONDITIONS NOT RESPECTED, RACES AND COMPETITIONS**
- **EXCLUSIONS COMMON TO THE CIVIL LIABILITY GUARANTEE: DAMAGE CAUSED BY TERRORIST ACTS, DAMAGE CAUSED BY ASBESTOS**
- **EXCLUSIONS COMMON TO DAMAGE GUARANTEES TO VEHICLE: DRIVING IN DRUNK CONDITION, REFUSAL OF ALCOHOLIC CONTROL, LACK OF MAINTENANCE, SUSPENSION OF RIGHT OF MOVEMENT, FITTING**
- **TIRES, REPAIR KIT, WINDSHIELD, WINDOWS, MIRRORS, AUTORADIO, GPS, TELEVISION, SUPPLIED ACCESSORIES, PERSONAL EFFECTS OF THE RENTER AND ANY DAMAGE WITHIN THE VEHICLE DUE TO THE RENTER'S FAULT, IMPRUDENCE OR NEGLIGENCE IS NOT COVERED BY WARRANTIES, EVEN IF ADDITIONAL INSURANCE IS SUBSCRIBED.**
- **THE RENTER REMAINS FULLY RESPONSIBLE FOR THE ENTIRE PAYMENT OF DAMAGES TO THE HIGHER PARTS (ROOF, CAPUCINE AND IN GENERAL ALL PARTS OF THE VEHICLE ABOVE 2.00 METERS) RESULTING FROM MISREPRESENTATION OF THE HIGHTH OF THE VEHICLE - EVEN WITH THE SUBSCRIPTION OF THE OPTION "REDUCTION OF LIABILITY".**

The Renter has the possibility to subscribe a "liability reduction" option until the day of departure. This option, which price is € 10 per day with a minimum of € 100 reduces the deductible to € 800. This reduction of liability will not however be applicable in case of intentional fault, exclusion or forfeiture of guarantees as provided for in these GTC.

6) ACCIDENTS

under penalty of being deprived of the insurance, the Renter agrees to:

- **to report any accident, theft or fire, even partial to Car-Away within a maximum of five working days;**
- **in the event of theft, to provide the receipt of the theft declaration issued by the authorities, within 2 (two) working days;**

The Renter also agrees to mention in his declaration the circumstances, date, place and time of the accident, the name and address of the witnesses, the licence plate of the opponent's car, the name of his insurance and its policy number;

and to attach to this declaration any police report, gendarmerie or bailiff's report, if it has been established.

In the event of an intentional misrepresentation of the nature, causes, circumstances or consequences of the incident and / or any intentional use of fraudulent documents or evidences, the Renter will be deprived of the insurance. In this case, the Renter also engage his responsibility.

The Renter subrogates ex officio Car-Away in his rights for the exercise of the recourse against the other parties for the material damages. The compensation possibly obtained is used firstly to refund the deductible possibly paid by the Renter and then to refund Car-Away of any costs that may have remained at his expense, the possible balance being paid to the Renter.

The costs and fees incurred, for the recovery of this indemnity, are insured by the Renter and the Car-Away in proportion to the amounts due to them.

The Vehicle is only insured for the duration of the rental indicated on the contract. After this period and unless the extension is accepted, Car-Away declines any responsibility for any accidents that the

Renter could have and which he will have to do his own business. **There is no insurance for damage to the Vehicle and driver when the driver is not licensed or driving while under the influence of alcohol or under the influence of narcotics. There is no insurance covering damage to the Vehicle for accidents that the Renter may cause during the rental period if he/she deliberately provided Car-Away with false information as to its age, date or validity of its license.**

In the event of an accident where the Renter's liability is withheld and the Vehicle is severely damaged or immobilized for more than five days, Car-Away reserves the right to terminate the rental agreement without refunds or compensation. The costs of repairs or franchise remain due.

A damage management fee of € 50 is charged in addition to the cost of the repair. These fees correspond to the cost of administrative damage treatment. They will be refunded if the Renter's liability is waived by the insurances. The amount reimbursed will be prorated to the Renter's percentage of liability as determined by insurance company experts. In the event of an accident with a third party, an amicable report must be completed by the parties involved in the accident. Unless the Renter's liability is waived by the insurances, the full amount of the deductible will be charged to the knowledge of the event, in addition to damage to the vehicle potentially not included in the franchise. The retention of these sums by Car-Away is intended to compensate Car-Away for the non-performance by the Renter of its obligation to return the Vehicle in good condition. **An Amicable report management fee of € 50 will be applied in addition to the cost of the repair.**

7) THEFT

In the event of the theft of the Vehicle, the Renter must make an official declaration of theft to the Police authorities within two working days and return the Vehicle keys to Car-Away. Otherwise, the Renter will be held responsible and will be charged the full value of the Vehicle, plus the capital costs as determined by expert and file fees. The theft or loss of the Renter's personal effects are not covered by Car-Away.

8) RESERVATION - DEPOSIT - PAYMENT - CANCELLATION

A reservation to book a Vehicle within one of the Car-Away branches on a date and for a period agreed to by the Parties may be made on our website (<https://www.aviscaraway.com/>) or in one of our branches, via any intermediary authorized by Car-Away, or by telephone

When the reservation is made more than 30 days before the departure, the Renter will have to pay a sum representing at least 30% of the total amount of the rental and will pay the balance at the latest 30 days before the departure.

When the reservation is made less than 30 days before departure, the totality is due upon booking.

Car-Away accepts the following payment methods: credit card (Visa - Mastercard - AMEX), check, holiday voucher and cash, within the limits provided by law.

The cancellation of a rental gives rise to the following deductions:

- cancellation notified more than 45 days before departure, costs € 100;
- Cancellation notified between 45 and 30 days before departure, 30% of the total rental amount (excluding price of the cancellation plan) is due;
- cancellation notified less than 30 days before departure, full rental price must be paid.

The sums paid by the Customer and retained by Car-Away in case of cancellation are a deposit and are intended to compensate Car-Away for the profit loss suffered as a result of this cancellation.

In case of cancellation of the rental due to Car-Away, the latter undertakes to return double the amounts paid by the Renter. This compensation is not applicable for rentals cancelled within the first 24 business hours.

Any Renter may substitute another person in the benefit of his reservation as long as he satisfies the requirements of these General Conditions.

There is no insurance covering cancellation fees in our offer. However, the Customer may subscribe an optional insurance as regards to this matter called "cancellation plan" which conditions and details are

available on our website (<https://www.aviscaraway.com/>) in the "Services" tab, or through a simple request. Insurance purchased by PRESENCE Assistance Tourisme through AXA Assistance. Conditions apply. Insurance contracts available on the website.

In case of a Cancellation by the Customer, fees described above (art 8.) still apply and Car-Away is entitled to keep the amount paid for the subscription of the "cancellation plan" option, which is non-refundable.

This insurance is not transferable.

The "Cancellation Plan" option must be subscribed and paid at the time of the booking. Its cost is 7.5% of the rental amount with a minimum of € 120.

The amount of the cancellation plan is never refundable.

9) RENTAL - DEPOSIT - EXTENSION - CHANGES

The Vehicle is rented for a fixed period between the parties at the time of booking and specified in the rental document.

The price of the rental as well as optional services / products is determined by the rates available on our website or agency. The price of the rental is payable in advance according to the conditions defined in article 8. Only the category of the vehicle indicated at the time of the reservation is guaranteed. In the event that there are several different models within the same category, the Renter may not under any circumstances require one vehicle over another, the rental price being the same for all vehicles of the same type. category. In case of force majeure, Car-Away reserves the right to allocate another Vehicle to meet the needs of the Renter (number of places as indicated in the registration certificate, number of sleeping places). If the Vehicle provided is higher price, the price difference between the two rentals is not charged to the Renter. If the offered vehicle is lower price, the price difference between the two rentals will be refunded to the Renter. In addition, Car Away will pay the Renter a sum of € 50. A deposit in the form of pre-authorization will be made via the credit card presented by the Renter at the time of departure of the rental (Visa or Mastercard only).

The amount of this pre-authorization or digital authorisation is € 1000 if the option "Reduction of Liability" has been subscribed.

It is € 2400 if this option has not been subscribed.

As a result, the Renter must first ensure that his credit card has a high enough payment capability to make sure this transaction can be carried out.

This deposit is withheld until 30 days after the return of the Vehicle and the digital authorisation up to 360 days. Car-Away may, in particular, use it to cover the payment of any refurbishment costs not covered by the insurance or administrative costs related to the receipt of fines and fines not paid by the Renter, or fuel costs, cleaning or late return of the Vehicle etc.

The deposit cannot be used in any case to an extension of rental. In case of early return, no refund will be made.

Any extension of stay must be agreed upon by Car-Away and settled before return. Otherwise, the Renter will be liable to prosecution for misappropriation of the vehicle or breach of trust.

Any stay abroad must be notified to Car-Away before departure.

The modification of the conditions of stay defined between the parties in the rental agreement is possible subject to the availability of the Vehicle on the dates subject to the request for modification. In the event of an increase in the rental period, the modification requested shall result in the payment of the corresponding price surplus. The price of the additional day is calculated pro rata of the price paid per day for the initial rental.

In case of reduction of the rental period:

- If the change occurs more than 30 days before departure, the Renter will receive a refund equal to the difference, if any, between the amount of the initial reservation and the amount corresponding to

the modified booking calculated on the basis of the price published on aviscaraway.com. The amount possibly overpaid will be refunded to the Renter after the proper return of the Vehicle;
- Any reduction in the rental period occurring within 30 days of departure, will not give rise to any refund.

Any change will be subject to a change fee of € 50.

10) DELIVERY - RESTITUTION

The return of the motorhome must be made exclusively during normal business hours of Car-Away agency, also in the case of delay of the Renter. Unless written agreement from Car-Away, departures take place between 09 and 11:30 and returns between 2pm and 4pm. **A fee of € 200 applies when the hand-over or return of the Vehicle by the Renter occurs outside normal business hours in the absence of a written agreement from Car-Away.** Vehicles must be picked up and returned to the same place (except one-way rental). The Renter remains solely responsible for the Vehicle until it has been duly returned to the Car-Away Agency.

There is no refund in case of early return.

When the Renter does not show up at the agreed date and date for the hand-over of the Vehicle, Car-Away reserves the right to terminate the rental agreement without any compensation for the Renter and the amounts paid will be retained by Car-Away to compensate Car-Away for the loss suffered as a result of this non-submission.

Any Vehicle returned late will incur a charge of € 50 per hour late.

11) REPATRIATION OF VEHICLES - ASSISTANCE

The Renter formally refrains from abandoning the Vehicle. The Vehicle must, except written derogation, be brought back to its point of departure.

Car-Away agrees to assist the Renter in the event of serious vehicle troubles or breakdowns. During the normal opening hours from **Monday to Saturday from 9am to 12.30pm and from 14h to 18h**, the Renter will contact the Car-Away teams at + **33 (0) 1 47 49 80 40 (non-surcharged call)**. Outside these hours, he can join a dedicated assistance **subject to having subscribed to the option "24/7 assistance"**.

The Renter has the possibility to subscribe the option "**Assistance 24/7**" until the day of departure. This option, which is priced at € 8 per rental day, allows the Renter to benefit from a 24/7 assistance service. The conditions of contact and use of this assistance are communicated to the Renter having subscribed to the option "**Assistance 24/7**" on departure.

Breakdowns and / or serious disturbances occurring during normal use of the Vehicle in the absence of fault or negligence of the Renter are taken care of by Car-Away and / or its assistance service.

In the event of a breakdown and / or serious disturbance due to fault and / or negligence of the Renter, the costs of repatriation and / or assistance will not be covered by Car-Away and / or his helpdesk. In addition, the rental will remain due until the return of the Vehicle.

In addition, the costs incurred by the Renter in the absence of express agreement of Car-Away and / or its helpdesk will not be supported.

Subscription to the "**24/7 Assistance**" option does not relieve Renter of the payment of the previously described costs (expenses incurred without the express agreement of Car Away and / or its helpdesk or expenses incurred due to a breakdown or a serious disturbance resulting from a fault or negligence of the Renter). On the other hand, if this option has been subscribed, the assistance service will put the Renter in contact with the competent breakdown services and will assist him / her to take charge of the Vehicle.

12)LEGAL AND TRADE GUARANTEES OF COMPLIANCE

Car-Away guarantees the Renter the defects that prevent the use of the Vehicle.

Car-Away undertakes to carry out the functional checks of the vehicle before departure:

- Lighting ;
- License plates ;
- Indicators on the dashboard;
- Windshields (impacts, cracks) and windshield wipers;
- Starter ;
- Oil level ;
- Tires (depth, wear);
- Brakes and brake fluid;
- Exhaust;
- Tire pressure.

In case of unavailability of the requested category, Car-Away will provide a model of equivalent or superior capacity without additional cost.

Car-Away will provide assistance services when needed and will give visibility to its helpdesk on the vehicles available on the premises to enable the renter to continue his journey, without guaranteeing the availability or the routing of the vehicle.

13)TREATMENT OF CLAIMS

The Renter may submit any complaint about his rental by contacting customer service by email (info@aviscaraway.com) or by telephone (+33 (0) 1 47 49 80 40 - non-premied call). Car-Away will process any claim within 30 days.

14)PERSONAL DATA

As part of the provision of the rental service, Car Away is required to perform a personal data processing. Information about these treatments and related rights is detailed in the Car Away Privacy Policy available on the Car Away website and in the agency.

15)APPLICABLE LAW

The applicable law is French law.

16)MEDIATION

In accordance with the provisions of articles L.616-1 and following of the Consumer Code, the Renter is informed that, if he has not managed to amicably settle the dispute he encounters with Car-Away after he has implemented the complaints procedure properly, he has the right to have recourse free of charge to a consumer mediator with a view to amicably resolving the dispute with Car-Away.

The Renter can address the Ombudsman of the National Council of Motor Industry Professionals (CNPA), by post (50 rue Rouget de Lisle - 92158 Suresnes Cedex) or email (mediateur@mediateur-cnpa.fr) .

The parties to the contract remain free to accept or refuse the use of mediation.

In accordance with the provisions of Article L.616-2 of the Consumer Code, the Renter is also informed of the possibility of accessing the Online Dispute Resolution Platform:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

It is expressly stipulated that the solution offered by the mediator is binding on the Parties only in the event of the signing of a transaction in accordance with articles 2044 and following of the Civil Code.

ANNEX - Guarantee table "Criminal defense and recourse following an accident"

DEFENSE PENALE ET RECOURS SUITE A ACCIDENT		
Evénements	Montant de la garantie	Franchise
Globalement	10 000 € TTC par litige	Seuil d'intervention : 230 euros
dont expertise amiable.....	230 €	
dont honoraires d'avocat TTC :		
- Intervention d'un avocat pendant la phase amiable si le tiers est représenté par son avocat (art. L 127-2-3 du code des assurances)	360 € (forfait)	
- Commission, conciliation, Référé, Requête...	450 € par intervention	
- Tribunal de police	600 € par intervention	
- Tribunal d'instance et assimilés	650 € par intervention	
- Appel	1 100 € par plaidoirie	
- Cassation ou conseil d'état	1 465 € par pourvoi	
- Assistance à expertise	300 € par assistance	
- Transaction amiable menée de bout en bout....	600 € par transaction	
- Arbitrage	300 € (forfait)	
dont honoraires d'avocat ou équivalents pour les litiges relevant de juridictions étrangères :		
- Transaction amiable menée à terme.....	803 €	
- Ensemble des interventions devant les juridictions du 1 ^{er} degré.....	1 003 €	
- Ensemble des interventions devant les juridictions du 2 ^{ème} degré.....	1 204 €	
- Ensemble des interventions devant les juridictions du 3 ^{ème} degré.....	1 505 €	
dont frais d'exécution des jugements à l'étranger....	1 003 €	
dont frais d'expertise judiciaire.....	2 500 € par litige	