

GENERAL RENTAL TERMS AND CONDITIONS OF VEHICLES WITHOUT A DRIVER

MENCAR

ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rentals granted by MENCAR, hereafter referred to as the Hirer, in the territory of Nouvelle-Calédonie to its customers. The Customer acknowledges that it fully and unreservedly accepts application of said General Rental Terms and Conditions. During rental, the Customer shall have custody of and be responsible for the vehicle. The Customer shall be in a position to provide all documents required to complete his or her contract, such as name and address, date of issue of his or her driving licence and credit card number.

This licence shall always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driving licence for more than one year. If the driver is younger than 25 years old, a surcharge shall be applied. Please note that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions.

ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available to the Customer at one of the Hirer's rental offices. It shall be returned to the Hirer's personnel at the location, date and time stipulated in the contract, and during rental office business hours. In the event that the Customer is authorised to return the vehicle elsewhere than at one of the Hirer's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Hirer.

The Customer shall not be authorised to deliver the vehicle elsewhere than at the rental office provided for in his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Hirer in his or her contract, said Customer shall incur a fixed penalty of XPF 15,000 for abandoning the vehicle, as well as a sum to cover the cost of recovering the vehicle, whose amount shall depend upon the place, time and day of recovery.

Whenever a vehicle is returned outside the business hours and after the closing time displayed at the rental offices, particularly due to delayed flights, the Customer shall be charged an additional "off business hours" pickup or return fee of XPF 5,000 including VAT when the contract is drawn up and/or closed.

ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Hirer shall be authorised to fill out the form describing the initial condition of the rented vehicle. If this is not done, the Hirer shall be deemed to have provided a vehicle in accordance with the description. The Hirer may therefore decide not to take account of claims with regard to patent damage not pointed out at the moment of departure. The Customer shall take the vehicle in the condition in which he or she has received it. All repair costs occasioned by the Customer's fault or in the absence of a fault on the part of an identified third party, shall be added to the cost of the rental, subject to the provisions in the section "Insurance and Additional Damage Waivers". The Hirer agrees to provide a vehicle from a particular category, not a particular model or make.

Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the Customer shall be billed for any necessary cleaning and repair in accordance with the scale of the relevant experts.

The vehicle is provided with tyres whose condition and number reflect traffic regulations. The Customer shall pay for any damage to or theft of tyres, hubcaps, dowels, tyre accessories, flat tyres and fuel.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

ARTICLE 4: INSURANCE EXCLUSIONS

At the risk of insurance exclusion, the renter agrees to ensure that the vehicle is not used:

- by other persons than himself or herself or those approved by the Hirer, for whom he or she shall be answerable,
- by a driver under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicle,
- in competitions,
- for rental to other parties,
- to transport passengers for a financial consideration,
- to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,
- to give driving lessons,
- to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
- to be transported on board a ship, ferry, etc.

Moreover, the Customer may in no event assign, sell, mortgage or pledge this contract, the vehicle, its equipment or tool kit, nor handle or treat them in any way that could harm the Hirer.

The Customer shall be subject to all legislative, regulatory and customs obligations and all other laws on the transportation of goods in the vehicle supplied by the Hirer, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer shall remain responsible during the entire period in which the vehicle is put at his or her disposal.

The Customer shall have sole responsibility for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration, etc.)

ARTICLE 5: RENTAL

In the case of reservation through the Hirer's website, the General Rental Terms and Conditions on the website shall apply to the Customer and the security deposit made with the Customer's credit card shall be an essential condition for delivery of the vehicle. If the amount of the security deposit is not available, the Hirer may refuse to deliver the vehicle to the Customer and terminate the rental contract.

A proof of residence of less than three months old (EDF- GDF electricity or gas bill, telephone bill or Carte Vitale health insurance certificate) is required for any rental. The Hirer reserves the right to refuse to rent and deliver the vehicle to the Customer if said Customer cannot present a document proving his or her residence.

5.1. Security deposit: On pickup of the vehicle, the Customer shall be required to provide a security deposit with his or her credit card (CB, Visa, Eurocard). This credit card shall display the family name and first name of the Customer and comply with the provisions in Article 13 hereof.

5.2. Prepayment - Extension: The Hirer shall require payment of the estimated amount of the rental prior to departure of the vehicle, under the conditions stipulated by the Hirer, which may provide for payment in several instalments. The initial prepayment may in no event be used to extend rental. The price of the rental and the amount of the prepayment are mentioned in the current pricelist. In the event that the Customer wants to keep his or her vehicle longer than initially agreed, he or she shall first obtain the Hirer's permission, visit one of the Hirer's rental offices and pay promptly, based upon the list price, the amount of the ongoing rental. The Customer may be sued if he or she fails to do so.

5.3. Payment: The Customer agrees to pay the Hirer, after the rental is terminated and the complete vehicle has been returned (including equipment, accessories, administrative papers and keys):

- All sums due for the rental period, kilometres driven and the amount of additional insurance covers and other optional services taken by the Customer;

- The additional amount for recovering the vehicle if left at another location not approved beforehand by the Hirer.

- All direct or indirect taxes and levies due on the sums, premiums, costs and compensations provided for in this Article.

- All sums owed for traffic and parking violations under the applicable legislation during the period of this contract.

In the case of prepayment by the Customer, the amount of the outstanding balance of the invoice, if any, shall be debited immediately from the account corresponding to the credit card presented unless the Customer offers another payment instrument accepted by the Hirer. The Customer herewith accepts that the non-waivable excess and all other costs connected with the vehicle, its rental or use (fuel, repairs, traffic violations, etc.) be debited from this same account.

In the event that a promotional rate is applied, non-compliance with the rental period agreed when the vehicle is picked up shall always entail application of the list price in force at the time. However, the amount of the minimum excess in force and towing costs shall be paid by the Renter even when said Renter has taken out additional excess insurance.

ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

When rental is granted on presentation of a bank card, a travel voucher or an order form, the Hirer shall invoice the issuer of the travel voucher or the order form, who shall be responsible under the contractual provisions:

- for the use of the rented vehicle,
- payment of the rental and all related expenses,
- and who shall remain responsible for any extension of the rental or disappearance of the vehicle.

ARTICLE 7: CANCELLATION OF RESERVATION BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of XPF 0 ;

- In the case of cancellation from 20 to 29 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 0% of the total amount of the reservation, and in any event not less than XPF 5,000 XPF;

- In the case of cancellation from 7 to 19 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 0% of the total amount of the reservation, and in any event not less than XPF 5,000 XPF;

The Hirer shall not make any repayment for cancellation less than 7 days before the scheduled starting date of the rental, or if the Customer does not rent the vehicle on the reservation date.

ARTICLE 8: INSURANCE AND ADDITIONAL DAMAGE WAIVERS:

All our vehicles are covered by Legal Liability insurance pursuant to the applicable regulations, of which a notice is available for the Customer at the Hirer's rental office.

The Customer agrees in particular:

- to send the Hirer, within five business days (excluding holidays) after discovery of the insurance loss, a claim declaration for any accident, damage or fire and report any theft or accident involving physical injury immediately to the police. This claim period is shortened to 2 business days if the vehicle is stolen.
- to mention in particular in the claim declaration the circumstances, the names and addresses of any witnesses, the name and address of the insurance company of the adverse party, and the telephone number of the police.
- to attach to this claim declaration all reports of the police and the gendarmerie, complaint declaration receipts, etc.
- not to discuss liability or try to settle the accident with the third party.
- not to abandon the vehicle without making sure it is safeguarded and safe.

Damage to and / or theft of the vehicle shall be charged to the Renter within the limit of an excess whose amount varies with the vehicle category.

In order to protect you against these forms of liability, the Hirer offers the Customer the following additional covers:

- CDW (partial collision damage waiver),
- THW (partial theft waiver),
- PAI (personal accident insurance),
- PEC (luggage and personal effects coverage)
- GT (glass, headlights and tyre waiver)
- Assistance+ (vehicle repair extended to certain circumstances)

If the Renter accepts these additional covers at the current rates, the non-waivable excess shall apply in the case of a claim. If the renter declines these covers, the total excess currently in force shall apply in the case of a claim.

However, even if the Customer has agreed to pay one or more additional covers to lower excess, he or she shall remain fully liable for all damage to the upper parts of the coachwork due to collision with a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.).

The same shall apply to damage to coachwork and the mechanical parts underneath the vehicle (front-wheel axle unit, oil sump, etc.) The Customer shall have full financial liability for all damage to the vehicle caused by uses for which the vehicle was not designed or by off-road use, even if the Customer has accepted the additional cover to lower excess. The Customer shall also remain fully liable for all damage caused by water (rain, sea, etc.) due to the Customer's negligence (dangerous crossing of flooded areas, parking at an open location, parking at a location with flood risk) and any theft of or damage to accessories and broken glass.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

If the amount of the damage to the vehicle is less than the non-waivable excess, the Hirer shall repay the Customer the difference between these amounts. The amount of damage shall be the financial value of the loss suffered by the Hirer due to the damage to, destruction of or theft of the vehicle rented by the Customer. Consequently, any sum claimed by the Hirer for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime and administrative and processing costs, amounting to XPF 5,000 excluding taxes. If no repairs have been made, the Customer shall owe the estimated amount of their cost as compensation for the loss of market value of the vehicle.

Please note that the Customer may incur personal liability in the case of an accident involving circumstances caused by the Customer's violation of the Traffic Code, regardless of any additional covers taken out. The Hirer shall be entitled to claim, from the Customer at fault, the full cost of the repairs, damage and prejudice suffered by any third parties involved. The Hirer shall further be entitled to terminate the contract and not to provide a replacement vehicle. Any prepaid sums shall belong to the Hirer.

ARTICLE 9: FUEL

Fuel shall be paid by the Customer. If the vehicle is returned with less than fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the cost of the missing fuel, at the rates stipulated in the price list at the Hirer's rental offices.

ARTICLE 10: MAINTENANCE AND REPAIRS

The Customer agrees to use the vehicle prudently. He or she shall be its custodian and be responsible for and in control of driving and transportation operations. The Customer shall regularly verify the level of oil, water and other fluids and also carry out routine maintenance and prevention operations, particularly oil change and greasing, at the Hirer's own workshops or establishments designated by it. The Customer shall keep the invoices and other evidence of these upkeep services at the disposal of the Hirer. Repairs other than normal maintenance operations shall require the Hirer's prior authorisation.

ARTICLE 11: LIABILITY

The Customer shall be solely liable for all fines, tickets and police reports. He or she shall also be liable for any legal action brought against him or her by the customs administration. Consequently, he or she agrees to repay the Hirer all costs of this kind paid in the Customer's place. In accordance with the rule that punishment should be applied to the offender only, the Customer shall be liable for offences and violations committed during the term of the rental. The Customer is informed that his or her name and address may be reported on request to the competent authorities and that he or she shall as applicable owe file processing costs of XPF 5,000 including taxes.

The Customer shall verify that he or she does not forget any personal effects in the vehicle. The Hirer shall not be liable for loss of or damage to property left in the vehicle, whether during or after the rental period. Consequently, objects forgotten shall be forwarded at the Customer's request in consideration of an administration fee of XPF 5,000 including tax, in addition to shipment costs, which shall be deducted from the security deposit.

ARTICLE 12: TERM OF CONTRACT

The rental is granted for a limited period of time, specified on the front page of this contract. If the vehicle is not returned to the Hirer at the agreed return date and there is written authorisation of extension, the Hirer reserves the right to take back the vehicle wherever it is located at the time, at the Customer's expense, on the understanding that the Customer in this case shall have no right to claim wrongful termination of the rental. Rental days are invoiced in units of twenty-four hours. 59 minutes after expiry of the contractual time limit, an additional day shall be invoiced.

ARTICLE 13: SECURITY DEPOSIT

The Customer shall pay the Hirer a security deposit at the moment when his or her rental contract is drawn up. The amount of this security deposit depends upon the category of the rented vehicle. It is indicated in the Hirer's price lists and, at the start of the rental, in the contract. It is intended to cover the Hirer's loss due to damage to and/or theft of the vehicle, on the understanding that this does not release the Customer from the obligation to pay directly any sum owed by him or her, even if these sums exceed said security deposit. This security deposit shall take the form of a credit card preauthorisation governed by the rules of banking law, whereby the sum is held in the Customer's account, without being debited, for a period of minimum 7 days, and a debit authorisation in favour of the Hirer valid for thirty days. The parties agree that this security deposit shall belong to the Hirer in the case of damage caused by the Customer or in the absence of a fault on the part of a third party and in the case of theft of the vehicle (subject to application of the above-mentioned contractual covers), up to the amount of the loss suffered. Moreover, the Customer herewith authorises the Hirer to deduct from this deposit all sums the Customer owes towards the Hirer or towards any person, authority or administration, including but not limited to fuel, repair and maintenance costs and fines, even after the vehicle has been returned, if the operative event of this debt occurs during rental by the Customer. If the amount of the security deposit is not enough to cover these sums, the Customer agrees to pay them on request immediately to the Hirer or to whoever is entitled to them.

ARTICLE 14: BREACH OF CONTRACT

The Renter's non-compliance with the rental terms and conditions shall entail termination of the rental without prejudice to any damages the Hirer may be entitled to claim.

ARTICLE 15: JURISDICTION

In the case of a dispute with regard to the performance of this contract, if the Customer is a business owner, the only competent courts shall be those in the jurisdiction where the Hirer has its domicile. If the Customer is a consumer, the competent courts shall be those in the jurisdiction where the defendant has its domicile.

ARTICLE 16: DATA PROCESSING AND PRIVACY

The personal information requested from the Renter is essential to enter into the rental agreement. This information is kept by MENCAR and may be disclosed to the Hirer's partners and to members of the Hirer's commercial network in order to offer the Customer quality service geared to his or her needs. It may also be disclosed to third parties in a business relationship with the Hirer. Pursuant to the law of 6 January 1978, the Customer shall have the right to obtain, to rectify it and to object to the processing of their data by addressing at : MENCAR at the following address 128 route de l'Anse Vata - 98800 Nouméa. All requests must be accompanied by a double-sided copy of identity document.

Signature of the Customer (accompanied by the mention "Read and approved"):

Place :	Date :
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