

General terms and conditions of rental

This is a courtesy translation. The French version is the legally binding reference.

Between the undersigned

Servolant SARL, with share capital of €2,000, registered with the Trade and Companies Register of the Mixed Commercial Court of Fort-de-France under number 895 144 780, whose registered office is at villa 2 résidence les manguiers, quartier ravine vilaine, 97200 Fort-de-France, represented by Sandra PETRIS in her capacity as Manager.

Hereinafter referred to as the "Lessor",

AND Mr / Mrs residing at, hereinafter referred to as the "Tutor" or "Accompanying person",

AND residing at, hereinafter referred to as the "Accompanied Driver".

The following has been agreed.

1. Purpose

The purpose of these general terms and conditions of rental, or rental contract, is to define the conditions under which Servolant (hereinafter the Lessor) agrees to make available to the renter (hereinafter the Renter), on a short-term rental basis, a dual-control motor vehicle belonging to it (hereinafter the Rental).

2. Definitions

The "Lessor" or the company Servolant.

The "Renter" is either the Tutor/Accompanying person or the Accompanied Driver taking a refresher course who already holds a driving licence.

The "Tutor" or "Accompanying person" means any natural person who has held a French or European driving licence for more than 5 (five) years without interruption and is at least 25 years old.

The "Accompanied Driver" is either a "Learner Driver", a driver in "Early Driving Apprenticeship" (AAC), a "Free Candidate", or a driver taking a "Refresher course".

3. Effective date and rental period

This contract takes effect upon acceptance by the Renter, characterised by payment of the Rental, and ends once the package is used up or has expired. The Lessor may however terminate the Rental contract if the use of the vehicle (see article 4 of this contract) is not respected.

The registered Renter has access to the rental from 6 a.m. to 9 p.m.; the company SerVolant is open from 6 a.m. to 9 p.m.

4. Rental conditions

The Learner Driver must have a valid learner logbook showing the minimum 20 hours completed at a driving school, or hold a valid driving licence and be at least 16 years old.

For the AAC, the conditions are the same as above, except for the age, which must be fifteen years within the framework of the early driving apprenticeship mentioned in article R. 211-5 of the Highway Code. In both cases, a copy of the first two pages of the learner logbook must be provided.

The Free Candidate must be at least 18 years old, have passed the theory test and must submit a registration request to the prefecture (Cerfa 06). A copy of the first two pages of the learner logbook must be provided.

For drivers taking a Refresher course, only holding the licence is required. A copy of the driving licence must be provided.

In addition, the Learner Driver, the AAC and the Free Candidate must be accompanied by a Tutor. In all cases, driving must take place only within French national territory. A maximum of 3 drivers per car will be accepted.

The documents required for the Rental are: either a bank card accredited by SerVolant, or a cheque (after qualification), an identity document, a driving licence held for more than 1 year, proof of address, a purchase order (for businesses) with a cheque (after qualification). In all cases, a pre-payment will be required for online bookings.

In addition, a deposit via SWIKLY, in the amount of 750 euros, will be requested for each booking and will be released within 72 hours following the end of the Rental, unless a new contract is signed.

5. Vehicles

a. Characteristics

The Lessor provides vehicles that comply with regulations and are approved for learning to drive:

- a dual-control device for the brake and clutch;
- a dual-control device for acceleration;
- two interior and exterior mirrors adjusted for the learner and the accompanying person;
- a dual control for the horn, lights (position, main and dipped beam) and turn indicator, which must be within reach of the accompanying person;
- a badge bearing the words "learning to drive".

b. Use

Carrying passengers is strictly prohibited. Only the Renter and their Accompanied Driver(s) are allowed on board the vehicle, with a maximum of 3 people per vehicle. A tolerance for a fourth passenger will be accepted.

The Lessor provides the Renter with clean vehicles, and they must remain so; eating, drinking and smoking inside are strictly prohibited. The Renter agrees to pay for a thorough cleaning of a minimum amount of €100 if this proves necessary.

In order to attest to the condition of the rented car, an inbound and outbound inspection will be carried out for each rental. When the Tutor takes possession of a vehicle, they must record its condition by signing the inspection report in order to protect themselves in the event of impact or problems attributable to the previous Tutor. Acceptance of the vehicle's condition takes effect upon collection of the keys. Any anomaly noted upon collection shifts responsibility to the previous user. By agreeing to use the vehicle, the Renter accepts its current condition.

In the event of a problem during the period of use of the vehicle, the Tutor is asked to report the facts immediately by telephone and to transmit them to the Lessor, by any means and as soon as possible.

During the Rental, the Renter becomes the sole custodian and assumes sole responsibility in accordance with the provisions of article 1384 of the Civil Code. The Renter is prohibited in particular from subletting the vehicle entrusted to them or from disposing of it in any way whatsoever. As custodian, the Renter shall assume the direct or indirect consequences of any event occurring during the Rental period involving their liability towards third parties. The Renter undertakes to keep all the vehicle's documents in good condition and to replace them at their own expense in the event of loss or theft.

6. Price

Prices are expressed in euros, all taxes included. They are understood per 24-hour period. Beyond this, an additional day is invoiced. Prices include the mileage indicated for each duration, civil liability, unlimited third-party collision insurance, theft-fire cover (after deduction of the vehicle's non-redeemable excess), bodywork damage following an accident, and maintenance, except for fuel consumed beyond the first full tank, which remains the Renter's responsibility (see article 7 below).

7. Fuel

All our packages include the first full tank of fuel capable of covering the mileage corresponding to the Rental service. If this first full tank is not sufficient, the additional fuel remains the Renter's responsibility.

For certain packages, the first full tank of fuel will be provided by Servolant. Upon return of the vehicle, the tank must be returned full. Any irregular fuel consumption will be re-invoiced to the Renter at the price per litre on the day of the Rental.

8. Booking

Bookings are made by telephone, email and/or directly at the Company's offices. The hours booked are deducted from the previously paid package. No booking may be less than 1 (one) hour, from Monday to Sunday. No booking may be postponed; the Lessor undertakes to make the vehicle keys available to the Renter 5 minutes before the booking time to carry out the inspection.

9. Cancellation and modification

Bookings may be cancelled/modified without penalty 48 (forty-eight) hours before use. After this deadline, the booking will be due (except as provided for in article 12 below). No extension is possible except in cases of force majeure (accident, breakdown, etc.).

10. Delivery

Depending on availability, the Lessor may facilitate the Renter's access to the vehicle by delivering it free of charge to drop-off points defined by the Lessor.

11. Abandonment of the vehicle

Unless expressly agreed in writing by the Lessor, the vehicle must be returned to the Company that drew up the Rental contract. In the event of force majeure, any repatriation and various costs incurred shall remain entirely the Renter's responsibility.

12. Insurance

The vehicle is insured by the Lessor under the conditions provided for in the Lessor's insurance contract, i.e. for driving-learning conditions. The Renter and the Accompanied Driver meeting the conditions of article 4 of this contract are covered in Martinique during the Rental period by the following insurance:

- Motor civil liability;
- All damage suffered by the rented vehicle following an accident with or without collision, with or without an identified third party (excess payable by the Tutor in the event of an at-fault accident, which may be increased by the penalties of this contract);
- Theft, attempted theft, act of vandalism, fire, with an excess payable by the Tutor;
- Natural disasters after deduction of the applicable legal excess;
- Driver safety.

In the event of a claim involving liability with or without an identified third party, the Renter will then be liable up to the amount of the excess. This excess will also apply to damage caused to third parties even in the absence of at-fault damage.

The deposit is collected by the Lessor as soon as the slightest damage to the vehicle is noted by the Lessor or by the client after the rental. The Lessor collects the deposit amount and refunds the client the difference if the amount corresponding to the repair estimate is lower than the deposit amount. The deposit is valid for only one at-fault damage.

Broken glass, loss of keys and damage to tyres/mirrors remain the Renter's responsibility. The amount will be determined after receipt of an estimate from a partner garage. Any claim not reported to the Lessor on the day it occurs remains the sole responsibility of the Renter. The Renter shall remain liable to the Lessor for compensation due for any claim if it is proven that it was a false declaration. Transporting goods of any kind is prohibited; the Renter expressly waives, in this respect, any recourse of any kind against the Lessor.

13. Additional insurance

Assistance for €5.00 incl. tax per day: 24/7. Following a breakdown, an accident, etc., it will therefore be possible to arrange roadside assistance, towing, and to offer a replacement vehicle or to move the service to another time slot if necessary.

Cancellation insurance for €5.00 incl. tax: if an impediment or an unforeseen event prevents the Rental from taking place within 48 hours before use, it is possible to cancel the booking at any time and without justification. Otherwise, a flat fee of €25.00 incl. tax will be charged for any cancellation.

14. Tutor's liability

The Tutor is liable for the full value of any damage caused to a vehicle that is not covered by the Lessor's insurance policy or by the vehicle manufacturer's warranty and that occurs during the period in which they use

the said vehicle. They are responsible for any damage attributable to an animal and any other soiling requiring special cleaning. Regardless of any excess they may have taken out, the Tutor is liable for damage caused by the loss of the vehicle key or for any other damage caused by their fault that is not covered by the Lessor's insurance policy or the vehicle manufacturer's warranty. Each fine or offence is the responsibility of the Tutor. The Tutor may not be paid by the Learner, the Free Candidate or the Lessor.

15. Validity of packages

Packages have a usage deadline, namely: 2H (1 month); 5H (1 month); 10H (3 months); Weekend package (6 months); exam package (3 months); stress management (1 month) from the date of registration. After this period, the package is cancelled and not refunded by the Lessor.

16. Accident

For physical or material accidents, the Renter must complete an accident report form and, above all, carefully note the details with the signature of both parties, failing which they will be considered responsible for the damage.

17. Termination

The Tutor and/or the Accompanied Driver may not terminate their membership except in the event of a serious health problem of the learner with proof from a hospital, failing which they will owe the full amount of the chosen package as well as the related options. The Tutor may modify a package during use (subject to acceptance by SerVolant). The Lessor may unilaterally terminate the contract without refund of the remaining hours, as of right, without notice, at its own discretion or in the event of a contractual fault committed by the Tutor or the learner in particular.

18. Return

The vehicle must be returned to the same place. In the event of late return, a penalty of 10 (ten) euros will be charged to the Renter for each 15 (fifteen) minute period started.

19. Offences

As custodian, the Renter is financially and criminally liable for all offences against applicable driving and parking rules. The Renter is therefore accountable for all offences occurring during their use. Where applicable, the Lessor will communicate the Renter's details to the competent authorities.

Any expense generated by the Tutor or the Accompanied Driver on the vehicle, directly or indirectly, will be owed by the Tutor up to the amount of the estimate presented by the Lessor. For each fine processed by the Lessor, administrative processing fees of 15 (fifteen) euros incl. tax will be charged to the Renter.

20. Signature of the rental contract

By signing the rental contract allowing the vehicle's condition to be recorded with the Lessor, the Renter undertakes to have read the general terms and conditions of rental and to comply with them.

Signed in two copies, one for the Lessor and one for the Renter. Name, date and signature, preceded by the words "read and approved".