

The company LUTAM is engaged in the business of short-term rental of commercial vehicles and passenger vehicles for both corporate clients and private individuals. These General Terms and Conditions of Rental apply to any reservation and rental of a passenger vehicle and/or a commercial vehicle by corporate clients and/or private individuals, through a LUTAM branch or via the website www.lutam.fr.

They shall be deemed to have been read, accepted, applicable and binding upon the Renter at the time of signing the contract, and the Renter undertakes to comply with them for the entire duration of the contract.

LUTAM reserves the right to amend or modify them at any time. Any such amendment shall enter into force one month after the publication of the new provisions.

These Terms and Conditions constitute only an abridged version. The full version is available on the website www.lutam.fr. They are also made available to the public in LUTAM branches.

Article 1 – Definitions

The terms used in these General Terms and Conditions of Rental shall be interpreted in accordance with the provisions of the common law applicable to hire agreements (Articles 1713 et seq. of the Civil Code). The Contract is concluded *intuitu personae* and may not be assigned.

“Accident”: refers to any event involving the Vehicle and/or its Driver, even if the Vehicle does not sustain any Damage.

“Cancellation” or “Modification”: refers to the Renter’s request to cancel or modify the terms of the Reservation.

“Application”: refers to the Rental Company’s software installed on a device allowing a joint inspection report of the Vehicle at the start and end of the rental, including photographic documentation. In certain participating branches, the Renter or Driver is granted online access to this software to complete the Vehicle inspection directly using their smartphone.

“Beneficiary”: refers to the Driver listed in the Rental Contract who benefits from the rental service provided by the Renter.

“Driver”: refers to the person holding a driving licence and authorised by the Rental Company under the Rental Contract to operate the Vehicle. The Rental Contract may provide for an Additional Driver at the start of the rental. Authorised Drivers have legal custody of the Vehicle and, together with the Beneficiary and the Renter, are jointly liable.

“Rental Contract”: refers to the terms applicable between the Renter, Driver or Beneficiary, and the Rental Company. It consists of the specific terms validating the commercial offer between the parties, these General Terms and Conditions of Rental, the online Reservation application terms, the Vehicle’s check-in and check-out reports, the General Information, any additional insurance terms subscribed, and the Privacy Policy, forming an indivisible whole.

“Security Deposit(s)”: refers to the Payment Method(s) constituting the Renter’s irrevocable authorisation(s) for withdrawal/debit. This amount is paid no later than at the signing of the Rental Contract and is intended to secure the Rental Company against any sum due by the Renter/Beneficiary under the Rental Contract, including fees provided in the General Information. In certain situations, the Rental Company reserves the right to require collection of the Security Deposit at the start of the Vehicle rental.

“Misappropriation”: refers to any failure to return and/or appropriation or attempted appropriation of the rented Vehicle, by means of false declaration, embezzlement, malicious use or fraud by the Renter, Driver, Beneficiary, or any of their successors or assigns.

“Damage(s)”: refers to any damage sustained by the Vehicle during the rental period.

“Vehicle Condition”: refers to the joint inspection report of the Vehicle as established between the Rental Company and the Renter at the start and end of the rental. It is formalised by a digital inspection report signed electronically or, failing that, by a printed inspection form signed by the parties to the Rental Contract.

“Force Majeure”: any event within the meaning of Article 1218 of the Civil Code preventing or delaying the performance of the contract (wars, natural disasters, riots).

“Excess”: refers, in the case of insurance subscribed with the Rental Company, to the maximum amount(s) remaining the responsibility of the Renter in the event of an Accident or Theft of the Vehicle. The applicable Excess amounts are specified in the specific terms or, in the case of an online Reservation, on the Website. They may be “full” or “reduced” depending on the subscription to the corresponding option(s).

“General Information”: refers to the provisions and information made available to clients in branches and/or on the website in accordance with Article 2 of the Decree of 17 March 2015 relating to pre-contractual consumer information and the publication of vehicle rental prices. This document sets out the fees provided for in these General Terms and Conditions of Rental.

“The Renter” or “You”: refers to the natural or legal person party to the Rental Contract or the Renter’s duly authorised representative. The signatory of the Rental Contract is deemed to be the Renter. The Renter is jointly and severally liable with the Beneficiary and the Driver to the Rental Company for full performance of the Rental Contract.

“The Rental Company” or “We” or “the Branch”: refers to LUTAM branches.

“Payment Method(s)”: refers to the payment methods accepted by the Rental Company, namely: cash as defined by applicable law, bank cheques issued by a French bank, or electronic payment instruments linked to a Visa, MasterCard, or CB card attached to a bank account. Immediate debit cards requiring systematic authorisation are not accepted (such as Maestro, Electron, Indigo, Kyriel, Cyrus, etc.).

“Upper Parts of the Vehicle”: those located above the windshield line.

“Lower Parts of the Vehicle”: those located below the bottom of the doors and bumpers.

“Rental Price”: refers to the estimated cost of the services provided under the Rental Contract. It includes, according to the rate in effect at the signing of the Contract, an overall fee or a periodic fee

(day, week, or month), a mileage cost, the cost of additional options accepted by the Renter/Beneficiary, and various contributions related to any complementary guarantees or insurance subscribed. It may be increased by any amounts remaining the responsibility of the Renter/Beneficiary under the Rental Contract.

“Reservation”: refers to the agreement between the Rental Company and the Renter on the terms of the Vehicle rental. This definitive agreement is concluded in a branch or on the website.

“Website”: refers to the site owned or operated by the Rental Company allowing online rental of a Vehicle, excluding comparison sites, intermediaries, or any other sites including a link to, or being referenced by/on, the Website.

“Vehicle Documents”: refers to the copy of the registration certificate, the insurance memo, and the Renter’s copy of the Rental Contract.

“Vehicle Value”: refers to the valuation of the Vehicle, including its accessories and equipment, determined by the expert report requested by the Rental Company.

“Vehicle”: refers to a passenger vehicle (PV), a light commercial vehicle (LCV), or a microcar (quadricycle light vehicle, QLV), including any accessories and equipment, rented for the duration agreed in the Rental Contract.

“Theft”: refers to any fraudulent taking of the Vehicle belonging to the Rental Company.

Article 2 – Conditions for Renting

2.1. THE RENTER

2.1.1. For private individuals: the Renter must present in original (i) their identity document (valid national identity card or passport), (ii) a Payment Method, (iii) proof of address less than three months old (utility bill), and (iv) a valid email address.

2.1.2. For companies or associations: the Renter must present (i) a company registration certificate (*extrait Kbis*) less than three months old (SIREN number), or for an association, (i) the prefecture registration receipt (RNA number), (ii) a proxy from the legal representative accompanied by (iii) a copy of their identity document and (iv) a validated purchase order, (v) a Payment Method, and (vi) a valid email address.

2.2. THE BENEFICIARY

The Beneficiary must present the rental service voucher issued by the Renter, unless it has already been transmitted directly by the Renter.

2.3. THE DRIVER

2.3.1. For passenger vehicles (PV) and light commercial vehicles (LCV): the Driver designated in the Rental Contract must present in original (i) their French driving licence, (ii) valid, (iii) in a category corresponding to the Vehicle category. Licences issued within the European Union are accepted if written in Latin characters. Other foreign licences (international driving licence) must be accompanied by a sworn translation. The Driver must meet the **minimum age required by current regulations AND hold a driving licence for at least 3 years** (or 5 years for certain categories of vehicles).

2.3.2. For microcars (QLV): the Driver designated in the Rental Contract must present in original (i) their Road Safety Certificate (RSC) with the “light quadricycle” option, or (ii) a valid car or motorbike licence.

The Driver who has the status of a protected adult must notify the Rental Company at the time of Reservation. Any Driver not meeting the above conditions is not authorised to drive the Vehicle. However, some of the Rental Company’s Agencies may grant authorisations subject to the subscription of the corresponding option specified in the Rental Contract. The Rental Contract is strictly personal and non-transferable. Any subletting and/or provision of the Vehicle, whether free of charge or for consideration, is prohibited.

The Renter, the Beneficiary and the Driver are jointly and severally liable towards the Rental Company for the full performance of the Rental Contract. In the event of an Accident while the Vehicle is driven by a Driver not authorised by the Rental Company, the Driver designated in the Rental Contract, the Beneficiary and the Renter remain liable towards the Rental Company for any Damage to the Vehicle.

Article 3 – The Vehicle

The Vehicle is made available to the Renter with its keys or locking and start/stop systems, and its Registration Documents. The Vehicle is delivered clean, in good working order, body condition and maintenance, with tyres in good condition and with its accessories,

subject to any hidden defects. At the start and return of the rental, a Vehicle Condition Report is jointly established between the Rental Company and the Renter or the Driver designated in the Rental Contract. It is formalised through the Application by means of a digital inspection report signed electronically, specifying the date and time of delivery and return of the Vehicle, the mileage reading, the fuel level and noting any possible damage.

In certain Agencies of the Rental Company, or in the event of an application malfunction, this report may be formalised by a printed condition sheet signed by the parties to the Rental Contract. **Any damage or technical defect of the Vehicle must be reported to the Rental Company within 30 minutes of departure.** Failing this, the Vehicle will be deemed to have been delivered in good condition, as stated in the initial condition report. The Rental Company will not take into account claims concerning visible damage that were not reported at departure. If the Renter or the Driver refuse to sign the digital condition report via the

Application or, failing this, to sign the printed condition sheet, the Rental Company will prepare the Vehicle Condition Report unilaterally, which will be fully binding on the Renter. Upon return, if the Rental Company finds that the Vehicle is not returned in the same condition as at departure and with the same fuel level, the Renter shall be held liable. A safety kit, including a warning triangle and a reflective vest, is present in the Vehicle. In the event of non-return of this equipment upon return of the Vehicle, the Renter will be charged the amount indicated in the General Information.

3.1. USE

3.1.1. Reasonable use of the Vehicle: From the moment of delivery, the Renter and the Driver designated in the Rental Contract assume legal custody, control and full responsibility for the Vehicle, whether it is in motion or parked, in accordance with Article 1242 of the French Civil Code. The Renter and the Driver undertake: (i) to use the Vehicle reasonably and in accordance with its intended purpose as per Article 1728 of the French Civil Code and the registration certificate, (ii) to allow the Vehicle to be driven only by the Drivers designated in the Rental Contract, (iii) to comply with the Highway Code, (iv) to ensure that the

Vehicle remains locked and windows closed when parked, (v) to drive in France and exclusively on paved roads open to motor traffic. Driving in countries bordering France is permitted but requires the Rental Company's prior written and signed authorisation. In such case, the Vehicle must be insured by the Renter, who undertakes to provide the Rental Company, prior to leaving French territory, with an "All-Accident Damage" insurance certificate covering all risks on and off the road. If the Rental Company grants authorisation, it is the Renter's responsibility to ensure that the Vehicle is equipped in accordance with the road traffic regulations of the country in which it will be driven.

3.1.2. Unauthorised uses of the Vehicle:

The Renter and the Driver undertake: (i) not to smoke in the Vehicle, (ii) not to leave the keys, locking and start/stop systems, or Registration Documents inside the Vehicle, even temporarily, (iii) not to sublet the Vehicle, (iv) not to transport passengers for payment or any form of remuneration (chauffeur-driven vehicle or equivalent), (v) not to carry more passengers than the number of seats available, (vi) not to tow (pull or push) the Vehicle with other vehicles, objects or trailers (unless the Vehicle is specifically equipped by the Rental Company and within the authorised maximum load), (vii) not to make any modifications to the Vehicle, (viii) not to use the Vehicle for unlawful or immoral purposes or for propaganda of any kind, (ix) not to use the Vehicle for advertising purposes (unless authorised by the Rental Company), (x) not to transport flammable, explosive, corrosive or oxidising materials in breach of legal and regulatory provisions, (xi) not to transport animals (with the exception of domestic pets), and (xii) not to use the Vehicle for driving lessons, in connection with trials, races or sporting competitions (or their tests) or route reconnaissance.

3.2. MAINTENANCE

3.2.1. Maintenance at the Rental Company's expense: Expenditure resulting from normal wear and tear, in particular in cases of (i) immobilisation, (ii) servicing, (iii) repairs, (iv) replacement of parts, or (v) tyres. Such maintenance is carried out by the Rental Company. Any modification or mechanical intervention on the Vehicle is prohibited without the Rental Company's prior written consent. Failing

this, the Renter and the Driver will bear the costs of restoring the Vehicle to its initial condition, as stated in the initial Vehicle Condition Report. For Contracts extended beyond 30 days, the Renter or the Driver must visit an Agency. A Vehicle Condition Report will then be jointly established. If the Rental Company identifies Damage, invoicing may be applied. Failure to complete this inspection on time exposes the Renter to termination of the Contract.

3.2.2. Maintenance at the Renter's expense: The Renter undertakes to keep the Vehicle clean. During the rental period and depending on the number of kilometres travelled, the Renter must carry out routine checks, in particular regarding (i) tyre pressure and (ii) fluid levels (oil, water, brake fluid, AdBlue, etc.). In this respect, the Renter and the Driver must remain vigilant to any signal emitted by the Vehicle's warning lights and, where applicable, take all necessary precautionary measures (emergency stop in the event of a red warning light). The Renter and the Driver are jointly and severally liable for Damage or the worsening of Damage resulting from (ii) fault, (iii) improper use or use not in accordance with its intended purpose, (iv) negligence, or (v) failure to carry out maintenance by the Renter and the Driver. In such a situation, the Lessor will invoice the costs of restoring the Vehicle as recorded in the Vehicle Condition Report at departure, as well as the cost of immobilising the damaged Vehicle, the amount of which is set out in the General Information. Once the Lessor has been able to replace the immobilised Vehicle, the Rental Agreement will continue to apply and all subsequent obligations of the Renter will remain in force.

3.3. OFFENCES – FINES – CHARGES

The Renter and the Driver are responsible for (i) traffic offences committed by them, (ii) parking charges and (iii) toll charges incurred during the rental period. In accordance with applicable legislation, the Lessor will provide the authorities with the contact details of the Renter and the Driver, and any information necessary for the investigation and required by the Public Prosecutor. In such a situation, the Lessor will invoice the amount of the parking charges, toll charges, as well as the administrative fees for processing each offence or charge, the amount of

which is set out in the General Information.

3.4. RETENTION OF TITLE

The Vehicle remains the property of the Lessor or its financing body. The Renter, the Beneficiary and the Driver undertake to respect this ownership right in all circumstances and to notify the Lessor immediately and by any means in the event of seizure, insolvency proceedings involving the Renter as a legal entity, or any other action affecting the Vehicle and/or the Registration Documents. Failing this, the Renter, the Beneficiary and the Driver will be jointly and severally liable for the Lessor's material and financial loss.

3.5. GEOLOCATION

For security reasons and to prevent Theft and any fraud, the Vehicles may be fitted with on-board geolocation systems enabling them to be located in real time, to activate or deactivate the locking systems and the electronic start/stop systems, or to detect impacts. The Renter, the Beneficiary and the Driver are hereby informed that in the event of Theft of the Vehicle or non-compliance with the provisions of the Agreement on their part, the Lessor reserves the right to geolocate the Vehicle and, in complete safety, to activate the locking and stop systems of the Vehicle. The Renter, the Beneficiary and the Driver have expressly consented to the collection and processing of this data. In accordance with applicable legislation, they have the right to access, rectify and delete their personal data, under the terms set out in Article 8.4 of these General Terms and Conditions.

Article 4 – Duration

4.1. RESERVATION

The rental conditions for a Vehicle are presented in the Agency and on the Lessor's website. The Reservation constitutes the final agreement concluded with the Lessor regarding the rental conditions. Reservations and Rental Contracts cannot be modified or cancelled once the Vehicle has been delivered.

4.2. CANCELLATION

4.2.1. At the Renter's initiative: The Renter may request in writing and obtain, free of charge, the cancellation of their Reservation within a minimum period of (i) **48 hours before the scheduled departure** for passenger cars (VP) and light commercial vehicles (VUL). After this period, the Lessor may retain

part of the total Reservation amount, and cancellation fees will be charged to the Renter. The amount of these fees is set out in the General Information.

4.2.2. At the Lessor's initiative: If the Lessor cancels the Reservation, they are required to refund the Renter the full amount paid.

4.3. MODIFICATION

The Renter may request in writing a modification of their Reservation. The Lessor will make every effort to accommodate the Renter, subject to Vehicle availability. However, in such a case, new financial conditions will be proposed to the Renter. The modification becomes effective only after written confirmation from the Renter and payment of any additional charges.

4.4. EXTENSION

If the Renter wishes to extend the Contract beyond its initial duration, they must send a written request to the Lessor at least **48 hours before the scheduled return date specified in the Contract**. The Lessor reserves the right to accept or refuse such an extension, in particular depending on Vehicle availability and the new financial conditions proposed to the Renter. If the parties agree on the conditions of the extension, the Renter must promptly sign the required documents and return them to the Lessor together with the corresponding payment. If the extension is refused or no agreement is reached, the Renter must return the Vehicle on the date initially provided in the Contract. Any extension not authorised by the Lessor, as well as the failure to return the Vehicle at the agreed time, constitutes misappropriation of the Vehicle, and the Renter, the Beneficiary and the Driver risk legal proceedings for breach of trust. In such a case, the Lessor is entitled to recover the Vehicle wherever it may be, at the Renter's expense.

4.5. RETURN – TERMINATION

4.5.1. Return conditions: The Contract duration is specified in the special conditions and runs in indivisible 24-hour periods. Under penalty of civil and criminal liability, the Renter undertakes to return the Vehicle to the place, date and time specified in the Contract, together with its keys or locking and start/stop systems and its Registration Documents. The Vehicle remains under the full responsibility of the Renter and

the Beneficiary until it is effectively returned to the Lessor, which terminates the Contract. Any return outside the Agency's opening hours must be carried out in accordance with a procedure previously agreed in writing with the Lessor. Leaving the keys or locking and start/stop systems in the Lessor's mailbox does not terminate the Contract. The Renter and the Beneficiary shall bear all costs and consequences arising from non-compliance with the return conditions, particularly abandonment and repatriation of the Vehicle. In the event of early return, no refund will be made. In the event of a delay upon the Vehicle's return, **a grace period of 59 minutes is allowed**. Beyond this, an additional day will be charged according to the Vehicle category and the maximum rate set out in the General Information, unless the Renter proves the existence of Force Majeure.

4.5.2. Termination conditions: The Lessor may terminate the Contract at any time, automatically and without compensation, if the Renter fails to comply with the essential obligations of the Contract, in particular regarding the use of the Vehicle, payment of rent, periodic inspection for Contracts longer than 30 days, return conditions, or extension conditions. In particular, non-payment of a single bill, invoice, or other means of payment when due will automatically result in termination of the Contract and the immediate return of the Vehicle. If the Vehicle is not returned on the agreed date or after termination, despite formal notice served on the Renter and in the absence of a response, the Lessor may report the Theft or Misappropriation of the Vehicle to the relevant authorities. In such a case, the Contract terminates upon the filing of the complaint.

Article 5 – Financial conditions

5.1. RATES AND PAYMENTS

The pricing corresponding to the rental service requested is determined according to the category of the Vehicle, the duration (calculated as the period between the departure and return dates of the Vehicle), the location of delivery, and the mileage travelled or the agreed mileage package. It is supplemented by the cost of any options accepted by the Renter or the Beneficiary and by premiums relating to additional guarantees or insurance policies taken out. **The Rental Price as well as the**

Security Deposit are specified in the special conditions of the Contract and are payable in advance. Otherwise, the Renter or the Driver shall not be able to take possession of the Vehicle. Regardless of the payment method used, the Lessor reserves the right to carry out all necessary verifications and to consent or refuse the rental on legitimate grounds. The final cost of the rental is calculated upon the return of the Vehicle. At the end of the Contract, the Renter undertakes to settle any remaining sums payable under the Contract, in particular: (i) additional rent in case of exceeding the agreed duration, (ii) excess mileage, (iii) missing fuel, (iv) cleaning of the Vehicle, (v) the cost of restoring the Vehicle to its original condition within the limit of the guarantees subscribed and acquired by the Renter depending on the level of liability, (vi) theft or accident deductibles, and (vii) any fees and indemnities due to the Lessor under the Contract.

5.2. SECURITY DEPOSIT

The Security Deposit is intended to cover any loss suffered by the Lessor as a result of any sums owed by the Renter, the Beneficiary or the Driver. The amount of the Security Deposit depends on the category of the Vehicle and is defined in the Contract. It is paid by the Renter at the time of the Reservation and at the latest upon signing the Contract. The Security Deposit actually paid will be refunded to the Renter within a maximum of **three months from the end of the Contract**, after deduction of any sums due to the Lessor (services, fees and indemnities).

5.3. FEES

5.3.1. Cancellation fees: The Renter who fails to comply with the cancellation conditions remains liable for cancellation fees, the fixed amount of which is specified in the General Information.

5.3.2. Excess mileage: The mileage travelled is calculated by the difference recorded on the Vehicle's odometer between departure and return. This reading is noted in the Vehicle Condition Report. In the event of exceeding the mileage provided for in the Contract, the Renter shall be charged for each additional kilometre at the rate specified in the General Information. If the odometer has not worked for a reason other than a proven technical failure, the Renter shall owe a mileage indemnity calculated according to the Vehicle

category on the basis of 500 kilometres per day of rental, as specified in the General Information.

5.3.3. Fuel and other consumables fees: The Vehicle must be returned with the same level of fuel and consumables as at departure. Otherwise, the Renter or the Beneficiary shall be charged for the missing fuel and consumables, increased by a fixed sum corresponding to handling costs. The amount of these fees is specified in the General Information.

5.3.4. Cleaning fees: The Renter or the Beneficiary who return the Vehicle in an abnormally dirty condition shall be charged the cost of cleaning, the amount of which is specified in the General Information.

5.3.5. Restoration fees: The Renter or the Beneficiary who do not return the Vehicle in the same condition as at departure shall be liable for restoration costs. The Lessor will provide the Renter or the Beneficiary with a quotation for repair of the Damages. The Renter or the Beneficiary will have **72 hours to contest and request, at their own expense, an expert assessment by an approved expert.** Without such request within the prescribed time, the quotation presented by the Lessor will be deemed accepted by the Renter or the Beneficiary and will be invoiced, within the limit of the insurance commitments taken out by the Renter.

5.3.6. Immobilisation fees: In the event of a responsible claim and immobilisation of the Vehicle for more than 48 hours, the Renter shall pay immobilisation fees corresponding to the daily rental rate of the Vehicle.

5.3.7. Loss of keys or locking/starting systems: In the event of loss, the Renter, the Beneficiary or the Driver shall pay the cost of replacing and electronically reprogramming all locking and starting systems of the Vehicle.

5.3.8. Administration fees for offences, charges and tolls: The Renter is liable for administration fees for processing each offence, charge or toll incurred while the Vehicle is under their responsibility during the Contract period, the amount of which is specified in the General Information.

5.3.9. Claim administration fees: The Lessor reserves the right to charge administration fees per non-covered claim, the amount of which is specified in the General Information.

5.4. INDEMNITIES

5.4.1. Late payment interest: Whatever the method of payment provided, failure to pay by the due date stated on the invoice shall automatically incur late payment interest at three times the ECB rate.

5.4.2. Collection fee indemnity: For all professionals, payment of sums due after the due date indicated on the invoice shall automatically increase the invoice amount by a fixed indemnity of EUR 40 per invoice. The automatic application of this indemnity does not prevent the application of additional indemnities for the debt, upon justification, up to the full amount of the sums incurred, whatever their nature, for debt recovery.

Article 6 – Insurance and Assistance

6.1. COVERAGE

6.1.1. Insurance: The insurance taken out under the Contract is a civil liability and third-party damage policy. Only the Drivers named in the Contract are covered. The Drivers are insured against the financial consequences of their civil liability for accidents caused to third parties, within the limits set by Articles L211-1 to L211-7 of the Insurance Code. This insurance is valid only for the duration of the Contract. At the end of the Contract, if the Renter has not returned the Vehicle, they shall be directly liable for the consequences of any accident. The insurance is valid in France. In the event of travel outside French territory and with the agreement of the Lessor, the Renter must insure the Vehicle themselves in accordance with the provisions of Article 3.2.1 of these General Terms and Conditions. The Drivers must meet the conditions and comply with the obligations set out in Article 3 of these General Terms and Conditions.

6.1.2. Assistance: Assistance is an additional service applicable to the Contract only if the Renter has subscribed to the “24/24 Assistance” option. The terms of assistance are provided in the Vehicle. If the Renter, the Beneficiary, or the Driver has not subscribed to the option but makes use of the assistance service, the costs incurred for this service will automatically be invoiced to them on a “euro for euro” basis.

6.2. EXCLUSIONS

6.2.1. What the Renter must insure themselves or what remains at their expense: The Lessor’s insurance does not cover: (i) Damage to the Vehicle caused by the Renter, Beneficiary, or Driver, (ii) fire, (iii) Damage suffered by the Driver, (iv) Damage to or loss of personal effects, items, or goods carried in the Vehicle, even after the Vehicle has been returned. The Lessor cannot be held liable for any loss of opportunity or loss of business arising in connection with the performance of the Contract.

6.2.2. What is not covered: Except in cases of Force Majeure, Damage remains entirely at the expense of the Renter or the Beneficiary, without application of the deductible provisions, up to the Vehicle’s Value plus the costs and expenses related to its immobilisation, in the following cases: (i) non-compliance with the provisions of Article 3 of these General Terms and Conditions, (ii) Damage in the event of a collision and Damage to the Upper or Lower Parts of the Vehicle, (iii) wrong fuel type, (iv) alterations and damage to mechanical components resulting from clearly improper or inappropriate use and/or driving despite dashboard warning signals, (v) any modification made to the Vehicle, (vi) unauthorised extension of the Contract by the Renter, (vii) failure to attend the mandatory inspection in the event of a Contract extension beyond 30 days as stated in Article 3.3.1 of these General Terms and Conditions, (viii) driving the Vehicle by any person not authorised by the Lessor, (ix) driving under the influence of alcohol, narcotics, drugs, barbiturates, or medication incompatible with driving a motor vehicle, other than medication taken as part of a treatment prescribed and monitored by a doctor, it being specified that refusal by the Renter and/or the Driver to submit to police screening or verification measures is assimilated to such cases, (x) abandonment or non-return of the Vehicle by the Renter, the Beneficiary, or the Driver, (xi) damage to seats and interior fittings (burns, tears, stains, etc.), (xii) Damage caused by goods or animals transported, (xiii) Damage and theft of the Vehicle’s internal and external equipment (car radio, GPS, screen, rims, antenna, etc.), (xiv) Damage, punctures, and theft of tyres, (xv) Damage and theft resulting from the loss or theft of locking and ignition/start systems, (xvi) Damage

caused by weather events (hail, lightning, flooding, storm, etc.), unless they qualify as Force Majeure, (xvii) any breakage of windows, glass, windscreen, and mirrors, (xviii) Damage in the event of a collision with a wild or domestic animal (game, dog, etc.), (xix) failure to report an Accident, even if the Vehicle has not suffered Damage, (xx) failure to submit or late submission (more than 2 working days after the incident) to the Agency of the Accident Report Form involving the Vehicle, or if this report is unusable or fraudulent (collusive report), (xxi) a Driver being responsible for an Accident that renders the Vehicle permanently unusable, economically irreparable (VEI), or unfit for circulation (VGE), (xxii) Damage and Accidents deliberately caused by the Renter, the Beneficiary, the Driver, or their employees, successors, or assigns, (xxiii) gross negligence or manifestly excessive fault by the Renter, Beneficiary, or Driver in driving or safeguarding the Vehicle, including disabling locking and ignition/start systems or disabling the handbrake, as well as notably the failure to comply with the mandatory driving rules and standards imposed by the law or applicable regulations when driving the Vehicle, (xxiv) exceeding the authorised weight limits (unladen weight, GVWR, GCWR, etc.), (xxv) Theft or attempted Theft of the Vehicle, (xxvi) where the Renter, the Beneficiary, or the Driver appear on any official, governmental, or police database of confirmed or suspected terrorists, or are members of terrorist organisations, drug traffickers, or involved as suppliers in the illegal trade of nuclear, chemical, or biological weapons.

6.3. ADDITIONAL INSURANCE

6.3.1. "LUTAM Insurance" Supplement: Some Agencies offer the possibility to subscribe to additional insurance and protection packages, the rates and terms of which are available at the Agency and/or on the Website. By subscribing to these supplements, the Renter may reduce the amount of their financial liability in the event of an Accident or Theft of the Vehicle or for certain specific Damage. These supplements do not cover all exclusions provided for in the Contract.

Article 7: Claims

7.1. ACCIDENT

7.1.1. Reporting and handling an Accident: In the event of an Accident, the

Renter, Beneficiary, or Driver must immediately notify the Agency. Whether or not the Driver is at fault, a friendly accident report must be provided, except in cases of Force Majeure, within **two working days of the Accident** and, in all cases, before the end of the Rental Agreement. The friendly accident report submitted by the Driver must be legible, usable, and signed by all parties involved in the Accident. If it is impossible to complete a friendly accident report, a police or gendarmerie report drawn up at the time of the Accident must be provided. In the event of an Accident with no identified third party, the Driver must provide a detailed and accurate statement of the Accident. In the case of Vehicle Damage, repairs may only be carried out by the Lessor, unless there is prior formal agreement from the Lessor for other arrangements. Failure to comply with these provisions, or any unusable, inaccurate, or fraudulent statement (including a false report) will render the Renter, Beneficiary, and Driver jointly liable for the Lessor's loss.

7.1.2. Financial liability in the event of an Accident: The Renter's financial liability depends on compliance with the Accident reporting conditions, the coverages and supplements subscribed under the Agreement, the cases referred to in Article 6.2 of these general terms and conditions, and the responsibilities assigned by the insurers after claims assessment.

Following an Accident and after the claim has been processed, the Renter's financial liability is as follows:

- **None if the Renter is not at fault and the insurers assign full responsibility for the claim to an identified third party;**
- **Limited to the amount of the Deductible stated in the Agreement if the Renter is at fault, when no third party is identified, even if the Accident caused no Damage to the Lessor;**
- **Total in the cases referred to in Article 6.2 of these general terms and conditions and to compensate the Lessor for the loss suffered.**

In the case of a responsible Accident or an Accident without an identified third party caused by negligence or fault, the Renter, Beneficiary, or Driver is liable for administration fees, as specified in the General Information, and will be charged

an amount equal to twice the Deductible. In the event of multiple claims, or claims for which the Renter is responsible, or claims without an identified or responsible third party, the Renter is liable for as many Deductibles as there are incidents recorded.

7.2. THEFT

7.2.1. Reporting and handling a Theft: In the event of Vehicle Theft, the Renter, Beneficiary, or Driver must, as soon as they become aware, notify the Agency, return the Vehicle's locking and start/stop systems, and provide the receipt of the police report for Theft. This procedure must be completed, except in cases of Force Majeure, within **two working days of the Theft report**. The Agreement terminates on the day these formalities are completed. The Lessor reserves the right to activate the Vehicle's locking and start/stop systems, of which the Renter, Beneficiary, or Driver acknowledge being informed and explicitly consent.

7.2.2. Financial liability in the event of Theft: The Renter's financial liability depends on compliance with the Theft reporting conditions, the coverages and supplements subscribed under the Agreement, and the cases referred to in Article 6.2 of these general conditions.

Following a Theft and after the claim has been processed, the Renter's financial liability is as follows:

- **Limited to the Theft Deductible if the above reporting requirements have been met;**
- **Total in the cases referred to in this Article and in Article 6.2 of these general conditions, to compensate the Lessor for the loss suffered.**

In accordance with the above provision, the Renter's financial liability is total and must compensate the Lessor for the loss if: (i) The Renter, Beneficiary, or Driver fails to meet the abovementioned obligations, including returning the locking and start/stop systems of the Vehicle and providing the Theft report receipt; (ii) The Theft is caused by the Renter, Beneficiary, or Drivers, or by their heirs or agents, or if the Theft was carried out with their complicity; (iii) The Theft occurs due to negligence in safeguarding the Vehicle and/or keys or locking and start/stop systems (loss); (iv) The keys or locking/start-stop systems are given to anyone other than a member of the Lessor's identified staff outside the Agency. In these cases, the

Renter, Beneficiary, or Drivers must reimburse the Lessor for the Vehicle's value.

Article 8 – General Provisions

8.1. APPLICABLE LAW

This Agreement is governed by French law. If any provision of this Agreement is declared void under applicable legislation, regulations, or a final and binding court decision, all other clauses remain valid and fully enforceable. The Lessor reserves the right to modify these general rental conditions, which will apply to the Agreement after notifying the Renter in writing within a reasonable timeframe. If the Renter does not contest in writing, they are deemed to have accepted the modifications.

8.2. MEDIATION

In case of a dispute regarding the conclusion, performance, or interpretation of the Agreement, amicable resolution is preferred. The Renter should first submit a complaint to LUTAM Customer Service via the Lessor's website. The Renter, having the status of a consumer, may contact the MOBILIANS mediator free of charge at the following address : 43 bis route de Vaugirard CS 80016 – 92197 MEUDON Cedex, by email at mediateur@mediateur-mobilians.fr, or via the website www.mediateur-mobilians.fr

8.3. JURISDICTION

If an amicable resolution fails, disputes relating to the conclusion, billing, performance, or interpretation of the Agreement fall under the jurisdiction of the courts in the location of the Lessor's registered office, regardless of multiple defendants or third-party claims.

8.4. PERSONAL DATA & DATA PROTECTION LAW

The Renter, Beneficiary, and Driver are informed that their personal data included in the Agreement are collected and processed as necessary for the proper performance of the Agreement. These data may be subject to automated processing, including, in particular, transmission to public authorities as required by applicable law and regulations. In accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, GDPR) and the French Data Protection Act (*Loi Informatique et Libertés*) No. 78-17 of 6 January 1978, the Renter, Beneficiary, and Driver have the right to (i) access their personal data; (ii) rectify their personal data; (iii) erase

their personal data; (iv) restrict the processing of their personal data and; (v) object to the processing of their personal data. The Renter, Beneficiary, and Driver may exercise their rights at any time by email at contact@lutam.fr or by post to the Lessor's registered office, providing proof of identity. The Renter, Beneficiary, and Driver are informed that they may submit a complaint concerning the processing of their personal data to the CNIL (French Data Protection Authority). These data are retained for 5 years after the end of the commercial relationship. After this period, their personal data will be anonymised or deleted. The Lessor's Privacy Policy is available on its website. In accordance with Articles L223-1 et seq. of the French Consumer Code, the Renter, Beneficiary, and Driver who qualify as consumers have the right to register on the BLOCTEL list to object to unsolicited telephone marketing (further information available at www.bloctel.gouv.fr).

V. 08-25

