

## TRANSLATION A5

### **General Rental Conditions for a vehicle without a driver JMJ SARL**

#### **Article 1: GENERAL PROVISIONS**

The present General Rental Conditions govern all rentals agreed to by JMJ SARL in New Caledonia (hereinafter referred to as the 'Lessor') for Clients. The Client agrees to fully and unreservedly accept the application of the said General Rental Conditions. During the rental period, the Client is master and custodian of the vehicle. The Client must provide all necessary documents required to establish the rental contract such as proof of identity, address, date of delivery for driver's licence and means of payment.

The driver's licence must be presented for each new rental.

The Client or any other driver designated in the contract must be over 21 years of age and have had a valid driver's licence for more than two years.

#### **Article 2: PROVISION AND RETURN OF THE VEHICLE**

The vehicle is made available to the Client at an agency of the Lessor; it must be returned to that place on the date and at the time stipulated in the contract, to a staff member of the Lessor and during the agency's office hours. In the event that the Client is authorised to return the vehicle elsewhere than to an agency of the Lessor, the Client will remain fully responsible for the vehicle until the Lessor has taken possession of its vehicle. Under no circumstances is the Client allowed to leave the vehicle elsewhere than to the agency stipulated in his contract. If the Client returns the vehicle to a place not designated nor authorized by the Lessor in his contract, he is liable to a flat-rate penalty of **15000** XPF for abandonment fees, plus a vehicle repatriation fee which depends on the location, time and day of recovery.

For any provision of the vehicle outside of the office hours displayed in the agencies, due in particular to a delayed flight, additional costs of "out of hours" delivery or restitution to the amount of **0** XPF will be billed to the Client upon the establishment and / or closing of the contract.

#### **ARTICLE 3: STATE OF THE VEHICLE**

A descriptive statement of the vehicle is attached to the Client's contract. Only an agent of the Lessor is entitled to complete the "departure status form" for the renter of the vehicle. Otherwise the Lessor is deemed to have issued a vehicle conforming to the description. The Lessor may therefore disregard claims for apparent damage that had not been reported at the time of departure. The Client must return the vehicle in the same condition as when picked up. Any repair costs due to the Client's fault or in the absence of liability of an identified third party, will be in addition to the rental cost, subject to stipulations of the "Insurance and additional protection" section of the Agreement. The Lessor agrees to a category of vehicle, not a particular model, nor a particular brand.

The vehicles are to be returned in an identical state of cleanliness as at departure. Any vehicle returned excessively dirty (animal hair, sand, mud, stained upholstery, markings etc.) will be billed according to the reparation costs. The vehicle is supplied with tyres whose condition and number comply with road regulations. The Client is responsible for the cost of damage or theft of tyres, rims, studs, tyre accessories, punctures and fuel.

The Client is also liable for covering the costs of towing, providing a new key and the re-initialization of the anti-theft lock In the event of loss and / or damage of the keys (various wetness, deterioration due to being dropped, etc.), whatever the insurance policy taken out.

## **ARTICLE 4: FORFEITURE OF GUARANTEES**

Under penalty of being excluded from insurance coverage, the Client agrees that the vehicle will not be used:

- by persons other than himself or those approved by the Lessor, and for whom he vouches,
- by a driver under the influence of alcohol or under the effect of substances that modify the reflexes essential to driving,
- to propel or pull any vehicle or trailer,
- in the context of a competition,
- to be re-rented,
- for the transport of passengers for a fee,
- for the carriage of a greater number of passengers than authorized, or for a load whose weight exceeds the payload of said vehicle,
- to give driving lessons,
- to transport dangerous goods (flammable or explosive) or that can give off unpleasant smells,
- to be transported aboard a boat, ferry, etc.

In addition, the Client may not give, sell, mortgage or pledge the present contract, the vehicle, its equipment or its tools, nor treat them in such a way as to prejudice the Lessor.

The Client is subject to all the legislative, regulatory, customs or other relevant laws whether the vehicle is used for the transport of goods, for public or private transport, or any other use. The Client's liability continues for the entire period during which the vehicle is made available.

The Client is solely responsible for declarations and payments of duties and taxes concerning the circulation of goods (Customs, duties, Excise, etc.)

## **ARTICLE 5: RENTAL**

The general conditions of rentals on the website are applicable to the Client should they make a pre-booking via the Lessor's website, and the deposit made on the Client's credit card is an essential condition to the vehicle delivery. The Lessor reserves the right to refuse to deliver the vehicle and terminate the rental agreement if there is insufficient funds to cover the deposit amount. A proof of address issued within the last three months (electricity bill, telephone bill or certificate of Vital Health Card) is required for all rentals. The Lessor reserves the right to refuse the rental request and delivery of the vehicle to the Client if a document certifying place of residence is not provided.

### **5.1. Security Deposit:**

An authorized hold will be placed on the Client's credit card (CB, VISA, EUROCARD, AMEX) to cover the deposit amount when the vehicle is picked up. The credit card must be in the name of the Client and in accordance with the requirements of article 13 hereof. Payment cards such as Electron, Maestro, Kangourou, etc. are not accepted.

### **5.2. Prepayment - Prolongation:**

The payment of the estimated amount of the rental will be required when the vehicle is picked up, according to terms proposed by the Lessor which can include payment in instalments. Under no circumstances can the initial prepayment be used for a rental extension. The rental price and the prepayment amount are provided according to the current rate. Should the Client wish to retain the vehicle for a period longer than the one initially agreed upon, they must obtain agreement from the Lessor then report to one of the rental agencies and settle without delay the amount of the extended rental in accordance with the public rate, or the Client may be subject to legal proceedings.

### **5.3. Payment:**

At the end of the rental and upon complete return of the vehicle (equipment, accessories, administrative papers and keys), the Client agrees to pay the Lessor:

- the amount due for the period of rental, as well as the kilometres travelled, and the additional insurance coverage and any other optional services that the Client undertakes;
- the additional amount for the return of the vehicle if it is left at another place without the agreement of the Lessor.
- all taxes, charges and direct or indirect contributions payable on the sums, premiums, fees and allowances provided for in this article.
- all amounts due for all parking and traffic offences committed by the Client during the term of this contract.

If the Client prepays the rental, the balance of the invoice will be automatically debited on the credit card presented initially unless the Client presents another method of payment accepted by the Lessor. The Client agrees to have debited the cost of the non-redeemable excess and all other costs related to the vehicle, its rental or its use (fuel, repair, fines ...). In the case of a promotional rate, the failure to respect the rental period agreed upon when picking up the vehicle will result automatically in the application of the public rate in effect at that time. However, the Client is responsible for the payment of the minimum excess amount at the rate in use at the time of rental as well as any towing expenses, even if the Client has purchased an additional insurance to reduce the excess amount.

### **ARTICLE 6: RESPONSIBILITY OF THE BANK CARD HOLDER OR THE ISSUER OF A TRAVEL VOUCHER OR PURCHASE ORDER**

When the rental is made on presentation of a credit card, a travel voucher or a purchase order, the Lessor will invoice the issuer of the travel voucher or purchase order, who is then responsible for (in accordance with the contractual stipulations):

- the use of the rented vehicle,
- the payment of the rental and all related charges,
- any extension of the rental period
- or the disappearance of the vehicle.

### **ARTICLE 7: CANCELLATION OF THE RESERVATION BY THE CLIENT**

The Client may cancel the reservation under the following conditions:

- For a cancellation made at least 30 days before the scheduled rental start date, the Client is refunded the amount of his rental, minus the cancellation fee of   0   XPF;
- For a cancellation made between 20 and 29 days before the scheduled rental start date, the Client is refunded the amount of his rental, minus the cancellation fee corresponding to 0% of the total amount of the reservation, and which cannot be less than   0   XPF;
- For a cancellation made between 3 and 19 days before the scheduled rental start date, the Client is refunded the amount of his rental, minus the cancellation fee corresponding to 10% of the total amount of the reservation, and which cannot be less than   0   XPF;

No refund will be made by the Lessor for a cancellation made less than 3 days before the scheduled rental start date, or if the Client does not rent the vehicle on the reserved date.

### **ARTICLE 8: INSURANCE AND ADDITIONAL PROTECTION**

All our vehicles are covered by a "Third Party Liability" policy in accordance with the regulations in force; a copy is available to the Client at the rental agency.

The Client specifically agrees to:

- report to the Lessor within five working days (excluding public holidays) upon discovery of damages resulting from an incident or any accident, deterioration or fire, and to immediately alert the Police of any theft or physical injury. This period of declaration of damages is reduced to 2 working days if the vehicle is stolen.
- mention on the claim statement the circumstances of the incident, names and addresses of potential witnesses, the name and address of the insurance company of the opposite party, as well as the Police file number.
- attach to this declaration all Police or Gendarmerie reports, receipt for the complaint statement, etc.
- in no way discuss responsibility or talk about making a deal or compromise with other parties related to the accident.
- to not abandon the vehicle before ensuring its safety and security.

The damage and / or theft of the vehicle remains the responsibility of the Client with an excess, the amount varies depending on the category of the vehicle. The Lessor offers additional protection in order to protect the Client:

- CDW (Collision Damage Waiver).

If the Client accepts this additional protection at the proposed rate, the non-redeemable excess will be applicable in the case of an accident. If the Client does not want to take the additional protection, the total excess amount is applicable.

However, even if one or more of the additional excess reduction protection has been accepted, the Client remains fully liable for all damage to the upper body of the vehicle following a collision with a moving or fixed entity (bridge, tunnel, porch, tree branch, other overhanging objects, etc.).

The same applies to damage to the external and mechanical parts located under the vehicle (front axle, oil reservoir, etc.). Any damage to the vehicle resulting from use not provided for by the manufacturer or from use on unsealed roads, will result in full financial liability of the Client, even if additional deductible excess has been accepted. The Client will also remain fully responsible for any damage caused by water (rain, sea, etc.) due to negligence on his part (risky creek crossing, open car park, parking in a place with a risk of flooding), as well as any theft or damage to accessories and broken windows. In the event of loss or damage to the keys, which may result in towing costs, the requirement of key duplication and the resetting locks, the Client is responsible for covering the costs, whatever the insurance policy subscribed.

If the amount of damage caused to the vehicle is less than the amount of the non-redeemable excess, the Lessor will reimburse the Client the difference. The amount of damages constitutes the financial value of the damage suffered by the Lessor as a result of the damage, destruction or theft of the vehicle rented by the Client. Consequently, any amount claimed by the Lessor for damages to the rented vehicle is of a compensatory nature, as estimated by an expert, corresponding to the cost of repairs required including the cost of procuring the expert opinion, towing and capital costs, as well as the processing fees. The estimated amount of the repair costs will be paid by the Client as compensation to the Lessor, independent of whether the repairs are carried out, because of the decrease in the market value of the vehicle.

Attention: in the case of an accident due to the non-compliance by the Client to the Road Rules, the personal liability of the Client may be incurred, regardless of the additional protection policy that might have been purchased. The Lessor shall be entitled to claim all repair costs and damages to third parties from the liable Client. The Lessor will be entitled to terminate the contract and is not required to provide a replacement vehicle. Any prepaid amounts will be forfeited to the Lessor.

#### **ARTICLE 9: FUEL**

Fuel is the responsibility of the Client. If the vehicle is returned with less fuel than on delivery, a refill fee will be charged in addition to the cost of the fuel, in accordance with the tariff stipulated at the Lessor's agency.

#### **ARTICLE 10: MAINTENANCE AND REPAIRS**

The Client agrees to use the vehicle with due care and precaution as a good citizen, assuming custody and the control of driving and transport operations. The Client will regularly check the levels of the oil, water and other fluids, and will also carry out routine maintenance and preventative measures, including changing the oil and lubrication in an establishment designated by the Lessor. The Client must provide the Lessor with the all the necessary documentation corresponding to these types of maintenance. Repairs other than normal maintenance operations may not be carried out without the prior approval of the Lessor.

#### **ARTICLE 11: LIABILITY**

The Client remains solely responsible for parking fines, speeding tickets and other infringements incurred during the rental period. The Client is also responsible for customs proceedings against him. As a result, he undertakes to reimburse the Lessor for any such expenses paid by the Lessor on his behalf. In accordance with the principle of separate entity penalties, the Client is responsible for any offences committed during the rental period. Thus, the Client is informed that his / her details can be communicated to the appropriate authorities that request them and, if need be, he / she will be liable for a case handling fee of **1,500 XPF**.

The Client must ensure that no personal effects are forgotten in the vehicle. The Lessor shall not be liable for loss or damage to property left in the vehicle, whether during or after the rental period. Any forgotten items redirected at the Client's request will be subject to a management fee of **1 500 XPF** in addition to the return postage; these costs will be charged to the card left by the Client as a guarantee.

#### **ARTICLE 12: DURATION OF THE CONTRACT**

The rental is granted for a fixed period and is specified on the front of this contract. If the vehicle is not returned to the Lessor at the agreed time and in the absence of written agreement for a possible extension, the Lessor reserves the right to take back the vehicle wherever it is and at the expense of the Client without the latter being able to invoke an abusive termination of the rental contract. Rental days are billed in twenty-four hour increments. There is a tolerance of 59 minutes per contract but after that time, an extra day of rental will be charged.

#### **ARTICLE 13: GUARANTEE DEPOSIT**

The Client is required to pay a deposit to the Lessor at the time of the establishment of the rental agreement. The amount of this deposit is dependent on the category of the rented vehicle. It is indicated in the tariffs provided by the Lessor at the beginning of the contract and on the rental agreement once the contract has been established. It is intended to cover the loss suffered by the Lessor due to damage and / or theft of the vehicle. The Client is not exempt from directly paying any sum he would be liable for, even if it exceeds the amount of the stipulated deposit. This deposit will be a bank pre-authorization, subject to the rules of banking law, including blocking the amount, not debiting, on the Client's bank account for a minimum period of 7 days and a withdrawal authorization by the Lessor valid for thirty days. Both parties agree that this deposit will remain with the Lessor in

the case of damage attributable to the Client or in the absence of fault by a third party, and for the theft of the vehicle (except to apply the contractual guarantees set out above) and to the extent of the damage incurred. As already authorised by the Client, the Lessor may also collect from this security deposit any amounts liable by the Client to the Lessor or to any person, authority, administration including the cost of fuel, repairs, maintenance, fines; even after the vehicle has been returned, since the debt originated during the period of rental by the Client. If the security deposit is insufficient to cover these amounts, the Client agrees to ensure payment, on first request, to the Lessor or to whom it is due.

**ARTICLE 14: BREACH OF THE CONTRACT**

Failure to comply with the rental conditions will result in the termination of the rental without prejudice to any damages and interest that may be claimed by the Client.

**ARTICLE 15: JURISDICTION**

In the case of a dispute concerning the execution of this contract, the appropriate court will be in the Lessor’s place of residence if the Client is a merchant, and in the defendant’s place of residence if the Client is a consumer.

**ARTICLE 16: DATA PROTECTION**

The personal information that is requested from the Client is essential to the establishment of the rental agreement. This information is kept by JMJ SARL and can be communicated to their partners and members of its commercial network with a goal of providing the Client with a quality and adapted level of service. This information can also be communicated to third parties that are business partners of the Lessor. Pursuant to the law of January 6, 1978, amended in 2004, the Client has a right to access and rectify this information as well as the right to oppose, for legitimate reasons, the processing of this data by contacting:

JMJ SARL Customer Service  
5 Fulton Street  
ZI DUCOS  
BP 27389  
98863 Nouméa cedex.

All requests must be accompanied by a full copy (both front and back) of ID papers.

Signature of the Client (please write “Read and approved” above your signature):

Place:	Date:
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