

General Terms and Conditions

(last updated: March 13, 2017)

Eurocar 3-24 is an exclusive car rental program created by Wheels in Europe, LLC and operated by ARVAL - LOUVEO, one of the leading car fleet management companies in the world. Making and confirming a Eurocar 3-24 reservation with Wheels in Europe or any of its affiliates or distributors, implies full understanding and acceptance, without reserve, of the rules of the program as stated below.

1. **Vehicle Categories and Contract Duration:** Eurocar 3-24 rental contracts are available for a minimum duration of 3 months and a maximum duration of 24 months. "Premium" vehicle categories require a minimum rental duration of 4 months. Eurocar 3-24 offers a variety of car brands and size categories to choose from. A complete list of those car categories is available at <http://www.wheelsineurope.com/eurocar-3-24.asp>
2. **Contract Inclusions:** Every Eurocar 3-24 vehicle comes with:
 - A base mileage allowance of 1,000 KM per month averaged over the length of the contract (2,000 or 3,000 km per month mileage options are available at a slightly higher rental rate)
 - The delivery and return of the vehicle at a personal or business address of the renter's choice
 - A comprehensive insurance which covers personal liability, collision, fire and theft (a 1,000 Euros deductible applies)
 - A 24/7 road assistance program
 - The full regular maintenance of the car for the entire duration of the contract
 - Free unlimited "multiple" drivers (only need to be 21 and have had a driver's license for at least one year)
 - A full tank of gas at delivery (FTG)
3. **Reservations and Selection of the vehicle:** Eurocar 3-24 reservation requests can be made up to 10 business days before the desired delivery date. A reservation request is not deemed confirmed until the client payment has been received and a formal confirmation number has been issued by the Wheels in Europe / LOUVEO reservation systems and sent to the originator of the request. While Eurocar 3-24 only guarantees a vehicle category and cars are, by default, electronically allocated to renters within the selected category, renters having made reservations at least 20 days prior to delivery may be offered the possibility to choose their vehicle among the ones available in the LOUVEO fleet for their contracted delivery date. Whenever this option can be exercised, Wheels in Europe or its agents will contact the qualifying renters by email or phone to review the available options and then proceed with the vehicle allocation.
4. **Pricing, Payment Terms and Security Deposit**
 - 4.1 **Pricing:** Eurocar 3-24 pricing is based on a set monthly rental rate which varies depending on the car category and the duration of the rental. When a contract duration includes a partial month, the rental rate for that specific month is prorated to the number of days of actual usage. For the purpose of such calculation, all months are deemed to be of 30 days. Once a reservation is confirmed, published Eurocar 3-24 rates are guaranteed (in Euros) for the entire duration of the contract and are inclusive of all local taxes applicable at time of delivery.
 - 4.2 **Payment Terms:** Depending on the length of the contract, the payment of the vehicle rental must be done either in full, before delivery of the vehicle, or in 6 months' installments. When a contract is eligible for a payment by installments, the delivery and return fees, the cost of the FTG, the winterization option fee if selected, and the security deposit when applicable, are always payable with the first installment. Payment of any subsequent installment must be made at least 3 weeks before the expiration date of the 6-month period of reference. Reservations made more than 40 days in advance of the delivery date are subject to an initial deposit of 500.00 Euros which will be charged at time of confirmation. Payment of the balance due on the contract (amount due as per the rules above, less this 500 Euros deposit) must then be received 40 days prior to delivery. Payments can be made in Euros by wire transfer or in USD by credit card at the prevailing exchange rate at time of the transaction. The initial deposit mentioned above must always be paid by credit card, unless otherwise agreed upon.
 - 4.3 **Security Deposit:** A security deposit of up to 1 month of rental may apply. If applicable, such deposit must be paid prior to the delivery of the vehicle and it will be returned to the renter within 60 days of the return date of the vehicle after deduction of any rental balance and/or applicable fee(s) which may remain unpaid at that time (excess mileage fee, "late return" fee, optional equipment removal fee, administrative fees related to unpaid fines for traffic violation etc.....).
5. **Usage of the vehicle**
 - 5.1 **Drivers:** All drivers must be a minimum of 21 years of age and must be in possession of a valid driver's license obtained a least 1 year prior to the delivery date of the vehicle if the primary driver, or 1 year prior to the day they drive the vehicle if a secondary driver. While the primary driver is to be the person under whose name the rental contract is established, he / she can authorize any other person to drive the vehicle, if they meet the above age and license ownership requirements.
 - 5.2 **Proper Usage:** All vehicles must be used in conformity with their technical specifications and returned in the same condition as when delivered. Manufacturer compliant optional equipment such as roof bars, bike carriers, tow bars etc.... can be added, at the

renter's cost, but, unless agreed otherwise with LOUVEO, must be removed prior to returning the vehicle. Failure to do so may result in removal charges. Modifications or transformations of the vehicle, usage in any racing competitions or trials or usage for regular transportation of people for a fee (such as taxi service or other.....) are strictly prohibited and constitute a waiver of the car insurance provided as part of the program.

- 5.3 **Mileage:** The total mileage (as expressed in Kilometers) allowed for the duration of the contract is a multiple of the selected monthly allowance by the total number of months of the contract. As an example, a 12 months' contract with a mileage allowance of 3,000 Km per month represents a global allowance of 36,000 Km. When the rental contract includes a partial month, the mileage allowance for that month is prorated per the same rule as for the rental amount (see section 5.1 above). All Eurocar 3-24 contracts come with a default mileage allowance of 1,000 Km per month. Option to select a higher mileage allowance (either 2,000 Km per month or 3,000 km per month) is however available. Any mileage above the original allowance will be subject to a supplemental fee per km billed at the time of return of the vehicle. The amount of this fee varies per car category and is specified on the reservation confirmation document. No credit will be given for any unused mileage. It is the responsibility of the renter to make sure the odometer of the vehicle is functioning properly. In case of malfunction, the renter must contact immediately the LOUVEO Assistance Center and notify them of the issue. Any default of the renter on this obligation may lead LOUVEO to assess a 250-km daily usage level on the vehicle since the last verification of mileage and bill the renter for the "excess" mileage amount if any.
- 5.4 **Authorized Countries:** While the primary location of usage of the vehicle is intended to be France, the renter is also allowed to use the vehicle in the following countries: Albania, Andorra, Austria, Belgium, Belorussia, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxemburg, Malta, Moldavia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San-Marino, Serbia, Slovakia, Slovenia, Spain, Switzerland, United Kingdom, Vatican.
- 5.5 **Renter's responsibility and driving obligations:** While driving in France as well as in any other country, the renter and / or his authorized drivers must comply at all times with local regulations. Proper documentation of the car (registration or copy thereof and insurance card) must be maintained in good condition and made available at all times for inspection / verification by local authorities. Any loss of such documentation must be immediately reported to the LOUVEO Assistance Center. The renter is solely responsible for any road or highway usage fee which may be applicable in one or more of the authorized countries listed above. Any fee, fine or penalty which may be incurred because of a traffic violation including, but not limited to, speeding, parking in a non-authorized location or usage of the car without proper equipment when and where required (winter tires, chains etc....) is also exclusively the responsibility of the renter. For all violations recorded while driving in France, ARVAL LOUVEO will notify the French authorities of the name and personal address of the renter. Renter MUST therefore provide, before delivery, ARVAL LOUVEO with the address they wish to see used for this purpose. Renter recognizes that he will have to pay directly to the proper collecting entity the fines or any other sums he/she may be liable for and agrees to hold Wheels in Europe and ARVAL LOUVEO harmless from any action or sanction which may be imposed onto them as a result of such violation(s) and/or default of payment. For all violations registered while the vehicle is being driven outside of France, LOUVEO ARVAL will make the payments due to the foreign authorities, and rebill the renter for all the amounts charged, including any applicable penalties or bank fees. Should any fine remain unpaid at the end of the contract, Wheels in Europe reserves the right to charge all due amounts against the security deposit provided by the renter. A 30 Euros administrative fee per occurrence will be applied to all fines processed by LOUVEO ARVAL – Wheels in Europe on behalf of the renter.
- 5.6 **Geo-locator device:** Eurocar 3-24 vehicles are equipped with a geo-locator device. This device can help locating the vehicle in case of accident and offers a better protection to the driver and his/her passengers in dire situations. It can also be an effective tracking and "recovery" system in case of theft as, associated to this device, is a "starter disabling" function which allows the temporary immobilization of the vehicle.

6 **Reservation Cancellation / Early Termination / Modification of Contract**

- 6.1 **Cancellations:** Eurocar 3-24 reservations can be cancelled at any time. Cancellation requests received up to 40 days prior to the car delivery date will be subject to a 100 Euros cancellation fee. Cancellation requests received less than 40 days prior to the delivery date will be subject to a cancellation fee equal to one full month of rental. Reservations for which no cancellation request has been received before the vehicle delivery date and for which the renter has not confirmed delivery terms with Arval / Louveo within 15 days after that delivery date, will be deemed automatically cancelled and will be subject to a cancellation fee equal to 2 months of rental.
- 6.2 **Early returns / Termination:** Should a renter decide to return his/her vehicle before the contracted return date, the contract will be deemed terminated on that date. 3 month contracts or 4 month minimum contracts, when applicable, are not eligible for refunds of the unused period. For all other contracts, the following final settlement process will apply:
- Step 1: Recalculation of the contract rental rates based on the actual duration
 - Step 2: Application of a of "deductible" equals to the applicable minimum duration
 - Step 3: Application of a penalty fee of 50 Euros per unused month
- ❖ Examples of Early Return partial refund / settlement calculation:
- 3 Months contract with return after 2 months: no refund for the unused month. No unused period penalty.

- 6 Months contract with return after 2 months: Recalculation of the monthly rental rate on the basis of a 3 months' duration instead of the applied 6 months' basis, charge of 3 months at the recalculated rate level, and charge of 200 Euros (4 times 50 Euros) for the unused 4 months' period.
 - 24 months' contract with return after 12 months: 24 months based monthly rental rate recalculated on the basis of the 12 months' base, charge of the price differential to the renter together with a 50 Euros per unused month penalty (600 Euros for 12 months).
- 6.3 **Contract Modifications:** Reservations can be modified up to 40 days before the delivery date of the vehicle free of charge. Within 40 days of the delivery date, modifications may be subject to a fee of up to 500 Euros. After delivery of the vehicle, any authorized change will require a covenant to the original contract and be subject to a 50 Euros fee. All change requests must be submitted to the original reservation agent who will be responsible for the establishment of the covenant.

7. **Delivery, Return, Contract Extensions, Maintenance and Repairs of the Vehicle**

- 7.1 **Delivery:** The delivery location of the vehicle must be in France and can be arranged, at the renter's choice, either at:
- Any personal or business address anywhere in France (a specific fee may apply)
 - A Train Station or Airport (a specific fee may apply)
 - A Eurocar 3-24 Partner Center (free of charge)

A "photo expertise" of all vehicles is systematically done before delivery and an ensuing "Delivery Sheet" is prepared in advance by LOUVEO. The delivery agent and the renter must go over this "Delivery Sheet", add any comments they deem necessary, and then sign 2 copies of this Sheet. Renter must then send this signed Delivery Sheet to LOUVEO for proper filing and reference for the vehicle inspection to be done at time of return.

- 7.2 **Return:** The return of the vehicle at the scheduled end of the contract (or earlier at the renter's election) must be organized at the initiative of the renter. An appointment must be made with the Louveo support team at least 15 business days before the scheduled or anticipated date to ensure enough time for a proper vehicle inspection and handling of the return paperwork. Return can be made at a personal or business address of the client's choice, or at an Airport or Train Station for a specific additional fee. The vehicle must be returned along with all its attached documentation (Insurance card, registration certificate or copy thereof, service manual, user's manual ...) and all the sets of keys or remote entry devices which were remitted to the renter at time of delivery. Any missing item will be subject to a replacement fee. A full inspection of the vehicle is done at time of return, using the original and signed "Delivery Sheet". A "Return Sheet" is then established to determine the general condition of the car and the presence of any abnormal wear and tear on the vehicle. This "Return Sheet" must be signed by both the renter and the return agent. Any excessive wear and tear or excessive damage to the vehicle may lead to additional charges to the renter for the repair and / or reconditioning of the vehicle.
- 7.3 **Contract Extensions:** Renters have the option to extend the duration of their initial contracts. Such extension must be requested by contacting the original reservation agent at least 3 weeks before the contracted return date. Extensions are billed at the same rate as the original contract. However, extensions of more than one month and for which the requested additional period places the entire contract duration in a different rate bracket, will be billed at the rate of this bracket if more favorable.
- 7.4 **Maintenance and Repairs:** Regular maintenance of the vehicle is included in all Eurocar 3-24 contracts. Maintenance services, whether scheduled as per the manufacturer's recommendation or prompted by the renter who remains at all times responsible for the regular checks of the fluid levels of the vehicle (oil, anti-freeze....) between such scheduled services, will be provided by a designated LOUVEO center. For all scheduled services, the renter must contact the LOUVEO Assistance Center (LAC) a few days before the manufacturer's set deadline. For unscheduled services the renter must contact the LAC upon discovery of the need for such service. In both cases, the LAC will provide the renter with a "pre-approved work order number" together with proper instructions on where and when the necessary maintenance service will be performed. The cost of all pre-approved maintenance services, including tire replacement and any necessary repairs to the vehicle will be borne by LOUVEO and paid directly by LOUVEO to the designated service provider if the services are performed in France. If the pre-approved services need to be performed outside of France, renter may have to pay the local service provider directly and then submit the invoice to the LAC for reimbursement.

See Appendix 1 for more details on the maintenance services included in Eurocar 3-24 contracts and services which remain the responsibility of the renter.

8. **Insurance and Road Assistance Service**

All Eurocar 3-24 vehicles and their drivers and passengers are covered by a comprehensive insurance policy which covers civil liability, legal protection, collision, fire and theft. A deductible of 1,000 Euros applies to the collision, fire and theft coverage.

Eurocar 3-24 vehicles are also covered by a Road Assistance Service which is available 24/7 in France as well as in the countries listed in section 5-4 above. Coverage includes towing of the distressed vehicle to the closest accredited repair or service shop. In case of an

accident / incident occurring on roads on which only a few towing companies are authorized by local authorities to provide their services, renter may have to cover the payment of the service before being reimbursed by LOUVEO.

The above Road Assistance Service applies to all situations where the vehicle is immobilized as a result of an accident, a mechanical failure, an electrical incident such as a dead battery or a failure of the air conditioning system, a fire, a natural event, an attempted theft, vandalism or if at least 2 tires happen to be punctured at the same time. Should the vehicle be in such condition that it is physically immobilized, cannot be repaired on site or cannot be operated in compliance with normal safety conditions, and a repatriation of the renter is not the appropriate remedy, a local temporary replacement vehicle of the same category (subject to availability at the designated short term local rental operator) will be provided to the renter as per the rules below:

- Mechanical or electrical breakdown: up to 5 days of rental
- Accident, partial fire or attempted theft: up to 15 days of rental
- Theft, vandalism, loss of the vehicle: up to 30 days of rental

The replacement vehicle MUST be returned to the local short term rental provider at the end of the periods above, unless an extension period has been agreed upon between the renter and LOUVEO. The cost of any additional days of usage of the replacement vehicle not authorized by LOUVEO will remain the responsibility of the renter.

See appendix 2 for more details about the Eurocar 3-24 Road Assistance and Insurance coverage inclusions and exclusions.

9. Miscellaneous:

Any claim pertaining to the Interpretation of the above terms and conditions and /or to the service provided by the operator as part of the Eurocar 3-24 program will be of the exclusive jurisdiction of the Tribunal de Commerce of Paris, France. The renter understands that he/she has an obligation to promptly inform Wheels in Europe or its agents and distributors of any change in his / her personal status which may affect the execution of the rental contract (change of residential or billing address, credit card information update if expiration occurs during the contract validity period, driver's license suspension etc...). All personal information disclosed by the renter as part of the reservation process and the usage of a Eurocar 3-24 vehicle will be treated by Wheels in Europe and LOUVEO with the utmost level of confidentiality and will not be shared with any third party without the express consent of the renter. Renter acknowledges however that local authorities may be given access to this personal information when required by law.

APPENDIX 1: Inclusive Car Maintenance Service

Renter must use the vehicle with care at all times and promptly inform LOUVEO of any issue he/she notices relative to the vehicle. It is the responsibility of the renter to contact LOUVEO Assistance to schedule in due time the services required by the vehicle's manufacturer and obtain a work order pre-approval together with proper instructions about where and when the work will be performed. To schedule service and obtain a pre-approved work order call: 04 50 05 89 93 Monday - Friday from 9 AM to 12 PM or 2 PM to 6 PM to speak to a Maintenance Specialist (select option 2 on the menu).

❖ **OPERATIONS AND SERVICES INCLUDED IN THE PROGRAM**

- All the manufacturer's scheduled maintenance services
- All repairs necessary to ensure the proper operation and safety of the vehicle
- Oil and anti-freeze top-ups which may be required between 2 scheduled services
- The replacement of worn tires. Depending on the duration of the contract, the mileage allowance selected by the renter, or the car technical characteristics, LOUVEO will cover the replacement of either 2 or all 4 tires.

❖ **OPERATIONS AND SERVICES REMAINING THE RESPONSIBILITY OF THE RENTER**

- Cost of fuel, cost of any special engine oil not part of the manufacturer's list or cost of any fuel or oil "additive".
- Repair cost related to any fuel "inversion" (use of diesel fuel in a regular gasoline engine or vice-versa).
- Car wash and vacuum services
- Upholstery repairs due to renter's neglect
- Cost of installation, maintenance and repair of any after-market accessory by the renter
- Cost of repairs resulting from abusive usage of the vehicle, accidents not covered by the insurance, or failure to have the vehicle maintenance performed on time.
- Cost of any maintenance performed at the request of the renter above and beyond the services required by the manufacturer
- Cost of any maintenance services performed on the vehicle without prior authorization of LOUVEO.
- Wheels alignment services resulting from a shock caused by the driver of the vehicle
- Replacement cost of tires showing an abnormal level of wear and tear.

APPENDIX 2: Road Assistance Service and Insurance

ROAD ASSISTANCE SERVICE: Are covered under the provisions of this Assistance Program all individuals present in the vehicle at the time Assistance is requested. Hitchhikers and persons transported for a fee are however explicitly excluded from the coverage. The service is available to its beneficiaries 24/7 in France and as well as in the following countries: **Albania, Andorra, Austria, Belgium, Belorussia, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxemburg, Malta, Moldavia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San-Marino, Serbia, Slovakia, Slovenia, Spain, Switzerland, United Kingdom, Vatican.**

Coverage applies to situations where the vehicle is immobilized as a result of a mechanical or electrical failure, the simultaneous occurrence of 2 flat tires, a fire, and the occurrence of a natural event, an accident, a theft or attempted theft or if the vehicle has been subjected to an act of vandalism. Coverage also includes situations where the vehicle, while not immobilized, is no longer meeting road safety or usage regulations.

Coverage does not apply to situations of immobilization of the vehicle due to lack of fuel, fuel inversion, loss of keys, keys left inside the vehicle, improper mount of chains, and flat tires. While Assistance will help resolving those issues, the cost of the required service will be exclusively borne by the renter.

NOTICE: custom fees, cost of fuel and tolls, replacement cost of the content of stolen luggage or stolen documentation belonging to the beneficiaries (transportation tickets, passports or other IDs etc.....) are NOT covered under the Eurocar 3-24 Assistance Program. **Incidents occurring at the occasion of an unauthorized usage of the vehicle are not covered either and will not benefit from the support of Assistance.**

While LOUVEO will do its utmost in order to provide the Assistance Service described above, it cannot be held responsible for a delay or a failure to do so in case of: Civil war, declared or not, in the area where the service is requested, general conscription, requisition of men and material by the local authorities, concerted acts of sabotage or terrorism, social unrest such as strikes, demonstrations etc....., natural cataclysm, radioactivity exposure, and in general any "act of god" making the fulfillment of LOUVEO's obligations impossible.

INSURANCE COVERAGE: All Eurocar 3/24 vehicles are insured by LOUVEO, the program operator, through a contract with Greenval Insurance DAC (Insurance Contract # 432783). While the full details and extent of the coverage can be obtained through Louveo upon request, we are providing below a summary table of the main elements covered under your Eurocar 3-24 contract as well as of any limitation which may apply to the coverage provided.

Covered Risks Categories	Risk is Covered	Limits of Guarantee (in Euros) per occurrence	Applicable Excess (In Euros)
<u>Category A: Civil Liability</u>			
* Personal Civil Liability	YES	Unlimited	None
* Material Civil Liability	YES	100.000.000	None
- Of which: Fire, Explosion, Pollution	YES	10.000.000	None
<u>Category B: Legal Protection</u>			
*Criminal Defense and Civil Recourse	YES	10,000	None
<u>Category C: Damages to the vehicle</u>	YES		
* Accidents, Collision, theft and Fire	YES		1,000
* Glass	NO		
* Towing (deductible applies only in case of flat tire and fuel inversion)	YES		500
<u>Category D: Damages to the driver</u>			
* Driver's Coverage	YES	300,000	None