

General terms and conditions for online reservations

The Truche Location Company rents utility and passenger vehicles to companies and private individuals for short time periods.

The Truche Location Company has an Internet site which can be accessed at www.truchelocation.com. Its purpose is to provide customers with a better understanding of the services offered by Truche Location and enable them to reserve vehicle rentals via prepayment under the conditions below.

The "Renter" is the natural person or legal entity whose contact information is found in the "identification" section.

"Truche Location" is TRUCHE LOCATION, a French-registered Simplified Stock Company. Its registered office is located at 105, Avenue de la Liberté – 06220 GOLFE-JUAN, France, which published the internet site www.truchelocation.com.

Article 1 - Acceptance of the general terms and conditions

All reservations made on the website are subject, without exception, to these general terms and conditions for reservations by Internet and to the Truche Location general terms and conditions of rental. To rent a vehicle, Renters must be 19 or older and have had their driving licence for at least one year.

It is assumed that anything not covered in the Internet GTC is covered in the Truche Location General Terms and Conditions of Rental.

Article 2 - The rental rate

The rental estimate for a Truche Location vehicle includes all charges corresponding to the reservation criteria. The estimate normally includes the following items:

- The vehicle category
- The vehicle pick-up and return dates, that is, the rental period
- The mileage included in the rental option selected
- The rental price excluding taxes
- VAT
- The options selected
- Civil liability insurance,
- The deposit for vehicle damage and theft limiting the liability ceiling to the amount of non-waiver excess.

The rates are guaranteed when the reservation is confirmed.

Customers must pay additional costs and complementary options not listed or priced in the reservation confirmation at the Truche Location desk.

Only bank cards are accepted, with the exception of Visa Electron and Mastercard Maestro cards, because they don't enable an imprint to be taken.

The credit card used for the reservation and pre-payment must fully meet the following requirements:

- The bank card must be in the name of the primary driver whose name must also appear on the rental agreement
- It must be valid on the rental date, for the entire rental period and for one month after the reservation is made.

The card will be submitted for electronic authorisation from the card holder's issuing bank at the time of rental for the deposit (not debited) the Renter must provide.

The authorisation procedure enables the Truche Location agency to assess the final transaction amount and benefit from the protection provided by an authorisation prior to the start of the rental period. It confirms that the card holder's bank account is valid and covers the available spending limit.

Fares that are pre-reserved and paid in advance, **cannot be discounted or combined with other promotional offers**. Therefore, the benefits of other agreements or promotional offers are not applicable to Internet reservations as the price is already preferential. A change to the reservation may change the rental price.

Article 3 - Rental vehicles

Reservations are always made for a specific vehicle category. It should be noted that make and model preferences will be met based on vehicle availability at the agency at pick-up time. Customers must always select a vehicle category on the website. The vehicles on the Internet site are solely intended to illustrate the category selected.

Article 4 – Rental period

The rental period runs from the pick-up date to the return date and is the period shown in the reservation confirmation. It should be noted that if the vehicle is kept beyond the scheduled period, it will be invoiced at the rate in effect at the Truche Location agency in question.

Article 5 – Reservation date and deadline

- Renters can make a reservation via the website up to 24 hours before vehicle pick-up time.
- The minimum rental period is one day (one day is equal to 24 hours). The 24-hour period includes the time required to pick-up and return the vehicle to the agency.
- Rentals of less than 24 hours reserved on the Internet are normally invoiced at the full-day rate. However, special rates may be offered by agencies for rentals by the hour or 1/2 day.

Article 6 - Documents required at pick-up

6.1. Customers must provide the following to Truche Location at pick-up time

Individuals :

- A valid driving licence
- A valid ID card or passport
- A bank card with their last and first names

Companies :

- The last and first names of the driver(s) and their valid, regulatory driving licences
- An authorisation for the primary driver to rent the vehicle in the name of the company, if they are not the legal representative of the company
- A purchase order **on company letterhead** signed by the legal representative of the company and the rental reservation confirmation
- The company number registered with Business and Company register
- **A bank statement with the IBAN of the account associated with the card used for the transaction.**

Customers must sign a rental agreement with the Truche Location agency where they will pick up the vehicle in accordance with the **general terms and conditions of rental** to which reference is made in Article 1 of these general terms and conditions.

Truche Location agencies are entitled to refuse to rent a vehicle to anyone who :

- Isn't of the minimum required age
- Doesn't have a valid, official driving licence

- Isn't authorised to sign a rental agreement in the name of a legal entity (company or association)
- Generally, doesn't meet the **general terms and conditions** of rental listed in Article 1.

Article 7 - Reservation changes and termination

7.1. If the reservation is changed :

1. The reservation must be cancelled with the agency by telephone to +33 (0) 4 93 63 95 66 and confirmed by email, with a copy of the reservation confirmation
2. A new request must be submitted via the Internet site
3. The cancellation must be made at least 24 hours before the pick-up date.

Changes to a reservation can change the rental rate and require the creation of a new reservation confirmation. Changes which require a new reservation confirmation must be made at least 24 hours before the vehicle pick-up date.

Any modification made before at least 24 hours before the vehicle pick-up date is free.

Change fees will be due for any modification made less than 24 hours before the start of the rental.

7.2. If the reservation is cancelled :

If the cancellation is made two days or more before the pick-up date, the full reservation amount will be refunded less a processing fee (see price in agency).

If the reservation is cancelled less than two days before the scheduled pick-up time, the rental company will be entitled to keep the entire rental amount, except in cases of force majeure defined by the Court of Cassation which the Renter can prove.

7.3. In any event, there will be no refunds or reductions :

- For rentals that are shorter time-wise or in kilometres driven than provided for in the agreement
- If the Renter doesn't pick up the vehicle
- If the vehicle is picked up late
- If the rental is cancelled less than 48 hours before the scheduled pick-up time.

The pre-paid rate is subject to the general terms and conditions (hereinafter the "Conditions"). If the customer doesn't accept the Conditions, they will be deemed to have been refused and the reservation process will be terminated. Otherwise, the Renter acknowledges having read and understood the Conditions and accepting them.

Reservations must be cancelled with the Truche Location agency by telephone and confirmed by email, with a copy of the reservation confirmation. The cancellation will take effect on the date and at the time it is received by the Truche Location agency. The agency will contact the customer to decide on the action to be taken following the cancellation, depending on when it was received.

Drivers are advised that all information is provided freely to enable the correct execution of the service. The information is stored in a computerised database which customers can view at any time to enable them to check their personal data. They can request corrections to their data by contacting the Truche Location Customer Service department.

The general terms and conditions are published in application of French law and are available at www.truchelocation.com.

Article 8 - Refunds

If for any reason, the Truche Location agency cannot provide a vehicle, it will contact the customer by email or by telephone to cancel the rental or agree on changes to the reservation. If no replacement solution can be found, the Truche Location agency will immediately refund the full amount paid for the reservation.

Article 9 – Payment online

9.1. All orders, regardless of their provenance are payable to the agency in euros.

The rental must be paid automatically by bank card according to the payment procedure described during the registration process.

Warning: Electron and Maestro bank cards are not accepted because they do not enable a card imprint to be taken.

Renters must provide all bank card information required to validate the vehicle reservation over the Internet when they make their reservation. Once the reservation has been validated, the agency will contact the customer to finalise the agreement, including any accessories, and proceed with the remote sale.

The bank card information entered is encrypted using the SSL protocol (Secure Socket Layer) and protected via a secure system intended to prevent non-authorised third parties from intercepting the data, to access them or to use them for their own profit.

9.2. Deposit

The deposit, which will be between €1000 and €2500, depending on the category car, will be blocked on the Renter's bank account at the time of agreement signature. It will ensure proper execution of the Renter's obligations (compliance with all restrictions and obligations). It will be returned after the end of the agreement if no amounts are due with a maximum time of 3 (three) months. The Renter expressly authorises the Rental Company to deduct any amounts due from the deposit, with an explanation.

Some banks may set a ceiling on the expenses allowed on certain bank cards. It is therefore recommended that Renters call their bank before renting to increase the authorised ceiling prior to making a pre-reservation.

9.3. Invoicing

9.3.1. The final bill will be drawn up after the end of the rental period. All invoices are made out in euros (€). The outstanding balance of invoices, if there is any, must be paid cash on receipt.

9.3.2. Any amounts remaining unpaid by the due date will be automatically increased, without reminder or notice, by late payment interest of 5% a year and by a fixed penalty (all prices detailed in agency).

9.4. Online reservation process

The steps to rent a vehicle online :

Step 1 : Vehicle selection

The Renter selects the type of vehicle they want : passenger car or utility vehicle.

Step 2 : Rental agency selection

The Renter selects the Truche Location rental agency for vehicle pick-up and return.

Step 3 : Rental period selection

The Renter inputs the pick-up and return dates for their vehicle rental.

Step 4 : Options

Based on the criteria provided, Truche Location will provide an offer in line with the needs summarised in a form. The offer is legally defined by :

- A service including a selection of vehicle categories available for the rental period selected with the options requested
- A price which is an "exclusive Web" rate
- The rental conditions.

Step 5.1: Client authentication

Renters are asked to input their contact information or to connect via their client account.

Step 5.2: Confirmation

Renters are prompted to check a box to accept the general terms and conditions of rental after reading them, and to confirm their reservation.

Step 5.3: Bank contact information

Step 5.4: Confirmation email

The confirmation email will include detailed reservation information. The confirmation must be printed and provided to the agency on the pick-up day.

Article 10 - Liability

10.1. Note that the vehicle rental agreement is between the Truche Location agency and the customer.

All disputes arising from the creation, execution and completion of the rental agreement must be addressed to the Truche Location agency in question.

10.2. Neither Truche Location nor the local agency will have any liability for loss, damage, or delays resulting from the loss or theft of the reservation confirmation sent to the customer by email and/or the fraudulent use of the document by a third party.

Article 11 - Modification of the general terms and conditions

Truche Location reserves the right to change the general terms and conditions of use for the services provided to adjust to changes in techniques, legislation and the services offered.

Article 12 - Intellectual property rights

In application of the intellectual property rights code, all aspects of the website, and notably the display formats, images, texts, logos, databases and programmes are the sole and exclusive property of Truche Location except for items (e.g., logos) provided by partners.

Article 13 - Personal data

The personal data of customers (last and first names, email and physical addresses, telephone number, etc.) are solely reserved for internal use by Truche Location and its network. However, the information may also be used by Truche Location for the purposes of its own promotional activities.

Renters are entitled to access the Truche Location file at any time for any rental agreements they have signed with the company for the purpose of removing or correcting their personal information.

To exercise this right, customers must make a request by mail to Service Client Truche Location – 105 Avenue de la Liberté 06220 Golfe-Juan - FRANCE.

Required information to be entered by customers to complete their order is identified online with an asterisk.

By ordering on the website, customers give Truche Location their consent for use of their personal data collected at order time. Truche Location will keep the information on its computer system for documentary purposes for three years after the order has been taken, except for banking data which are never kept by the company.

Article 14 – Applicable Law – Disputes :

The rental contract and the terms therein are governed by French law.

In the event of non-reconciliation the Commercial Court covering Truche Location's Registered Office has sole jurisdiction to pronounce judgement on all disputes relating to this current contract signed with our sales personnel.

*****END OF TERMS*****