

RENAULT EURODRIVE

ORDER FORM FOR TAX FREE  
SALE WITH BUY-BACK AGREEMENT

★ DVSE

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B D C

Mr <input type="checkbox"/>	SURNAME	Name(s)	
Mrs <input type="checkbox"/>		Nationality	
Miss <input type="checkbox"/>	Maiden name	Profession	

Address outside of metropolitan France					
	N°	Street	Town	Region	Country
Address during stay in metropolitan France					
Date of birth	D D M M Y Y		Town	Region	Country
Passport/ Identity Card	Number		Issued on	Issued in	
Registration	6 MONTH TT <input type="checkbox"/>		Tel. N°	In France : Abroad :	E-mail :
	SPECIAL TT <input type="checkbox"/>				

VEHICLE	Model / Version	DURATION	In days	Date of Tariff	Currency	
DELIVERY	Place	Date	Reference Name	Quantity	Unit price	Total price
			Vehicle			
	Flight n°	Arrival time	Accessories			
RETURN	Place	Date	TOTAL PAYABLE			

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ewuqo gtu'j cxkpi "gpvgtgf 'lpq'c'lgculpi 'eqpncev'qwu'f'g'qh'c'r'j { ulecn'Tgpcwn'  
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36'f'c' uq'h'vj g't g'kxgt { 'q'h'vj g'xgj leng'Eqpf k'kqpu'cr r n' O'Ugg'ctvleng'308'qh'  
vj g'Gwtqf tkg'I gpgtcr'Vgto u'cpf 'Eqpf k'kqpu'j g'gchgt'ht'o q'tg'f'g'vckn0

\*\*\*\*\*TGEGRV'QH'F GRQUK"ZO t"TO u \_\_\_\_\_  
acting on behalf of the company designated below,  
has received from the customer  
a deposit of \_\_\_\_\_ (in figures)  
\_\_\_\_\_ (in words)  
Currency

The deposit must be paid in the same currency as the balance

Retailer's signature

Customer's signature

Vj g'engp'vj gtd { "cwj qtk' gu'Tgpcwn'cpf "kt'ku'ci g'pu'q'f'gd'k'j' ku'etgf'k'ectf'qp'hng'ht'cni'cf'f'k'kqpcn  
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ecug'qh'c'ej'cpi'g'qh'gt'p'q'ec'kqp.'engcpki' "eqv'qh'vj'g'xgj'keng'y'j'gp't'gwp'p'f'kp'cp'cdp'qto'cm' { 'T'k'v' "  
eqpf'k'kqp.'tgr'ctu't'guwn'kpi' 'itqo' 'lo' r'qr'gt'wuci'g'qh'vj'g'xgj'keng.'tgr'cvt'k'kqp'qh'vj'g'xgj'keng'ht'p'q'v'gwp'p'f'kp"  
cp'qh'ht'cni'Gwtqf'tkg'Egpgt'f'g'e-0"

Customer's signature

THE VEHICLE IS PURCHASED BY THE CUSTOMER ☐ In cash

kp'eqphtu'k' { 'y'kj' 'ctvleng'5: '5: 'cpf' '62'qh'vj'g'Hgpej' 'ok'htu'c'v'g'v'g'v'Nldgt'v'w'Ncy' "Ncy' %9: /39'qh'Levpt' { '8.'3: 9: 'o' qf'ht'g' { 'vj'g'  
"Ncy' %4226'6: '23'qh'Cwi' wn'8.'4226'vj'g'engp'vj'cu'vj'g'tki j v'q'ceeg'v'cp'f'lg'v'ht' { 'y'g'r'gtu'p'cn'f'c'v' "q'v'clp'g'f' { 'T'gpcwn'cpf' "kt'ku'ci'g'pu'  
"cu'r'ctv'qh'vj'g't'q'g'au'kpi' 'qh'j'ku'j'gt'Gwtqf'tkg'lg'v'g'x'c'kqp'cp'f'qr'v'q'w'qh'cp' { 'wuci'g'qh'vj'ku'f'c'v' { 'T'gpcwn'cpf' "kt'ku'ci'g'pu' "gg'ctvleng'33"  
"qh'vj'g'Gwtqf'tkg'I gpgtcr'Vgto u'cpf 'Eqpf k'kqpu'j g'gchgt'ht'o q'tg'f'g'vckn0\*\*\*\*\*

"Cv"\*\*\*\*\*Fcv

"T'g'clgt'g'v'k'ki'pcwt'g'T'Uco r

☐ I have read and agree to the General Conditions of sales.

Customer's signature



RENAULT

RENAULT s.a.s.  
au capital de 533 941 113 euros  
13-15 quai Le Gallo  
92513 Boulogne Billancourt cedex  
R.C.S. Nanterre B 780 129 987  
Siret : 780 129 987 03591 - APE 341 Z

Renault Eurodrive  
FR EQV ARC 250  
13 avenue Paul Langevin  
92350 Le Plessis-Robinson  
Siret : 780 129 987 03963 - APE 501 Z  
N° CEE : FR 66780129987

Red copy + Declaration  
and power copy for RCD  
Green copy :  
Retail Agent  
Blue copy :  
Customer

# ATTESTATION ET POUVOIR / DECLARATION AND POWER

\* DVSE

Mr  
Mrs  
Miss

<input type="checkbox"/>	<b>NOM / SURNAME</b>		<b>Prénom / Name</b>	
<input type="checkbox"/>			<b>Nationalité / Nationality</b>	
<input type="checkbox"/>	<b>Nom de Jeune fille / Maiden name</b>		<b>Profession</b>	

Domicile hors France métropolitaine  
Address outside of metropolitan France

N°	Rue / Street	Ville / Town	Département / Region	Pays / Country

Adresse de séjour en France  
Address during stay in France

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Date de naissance  
Date of birth

D D M M Y Y	Ville / Town	Département / Région	Pays / Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Passeport / Passport  
Carte d'identité / Identity Card

Numéro / Number	Délivré le / Issued on	Ville de délivrance / Issued at
<input type="text"/>	<input type="text"/>	<input type="text"/>

sollicite l'immatriculation d'un véhicule automobile dans la série française TT en tant que (1):  
hereby apply for the registration of a motor vehicle in the special "French 'TT' category" in my capacity as (1)

- ☒ Touriste, et certifie à ce titre :  
Tourist, and hereby certify as such:
- que ma résidence normale est hors de France (2)  
- that my normal place of residence is outside France(2)
  - que je n'exerce aucune activité lucrative de mon séjour en France  
- that I shall not be engaged in profitable employment during my stay in France
  - que mon séjour, ou mes séjours, n'excèdent pas 185 jours par période de douze mois consécutifs  
- that my stay, or stays, will not be of a duration of more than 185 days per period of twelve consecutive months
- Je demande le TT pour 6 mois  
I apply for a TT registration for 6 months
- ou / or ☐ 1. Forain ou nomade  
Travelling entertainer or nomad
- ☐ 2. Personne en instance de réaffectation à l'étranger  
Person awaiting reassignment abroad
- ☐ 3. Personne venant effectuer son service national en France  
Person coming to do National Service in France
- ☐ 4. Personne venant effectuer un stage ou accomplir une mission  
Person coming on a training course or for purposes of business
- ☐ 5. Membre de mission universitaire étrangère, professeur, lecteur ou assistant de langue, personnel enseignant  
Member of foreign university group, professors, foreign language assistant, teaching staff
- ☐ 6. Personne fréquentant un établissement (étudiant)  
Person attending an educational establishment (student)
- ☐ 7. Journaliste accrédité auprès du gouvernement français  
Journalist with French government accreditation

"Je soussigné(e), donne procuration à RENAULT pour accomplir en mon nom toutes les formalités administratives prévues par la législation française liées à l'immatriculation et à la livraison du véhicule commandé auprès de cet établissement, pour le transporter en mon nom en quelque lieu que ce soit, pour effectuer en mon nom toutes opérations financières auprès des banques à l'effet de solder mon compte pour le paiement du véhicule, pour affecter toute destination douanière autorisée au dit véhicule et, le cas échéant, acquitter tous les droits et taxes exigibles, lors de l'importation, dont je me trouverais être redevable auprès de l'Administration des Douanes et droits indirects, pour établir toute déclaration en cas d'accident, ainsi qu'une déclaration de subrogation des droits à la police d'assurance afin que les réparations soient payées par la Compagnie d'assurance à (société contractante) en mes lieu et place".

**L'absence de la signature manuscrite du demandeur précédée de la mention "lu et approuvé, bon pour pouvoir", entraînera le rejet de la demande."**

- "I, The undersigned, authorise RENAULT to carry out in my name all administrative formalities required under French law relating to the registration and the delivery of the vehicle ordered from this company, to transport it under my name to whatever place it may be, to also carry out in my name any financial transaction with the banking authorities in order to settle my account for the payment of the vehicle, to allocate any customs' destination authorised for the said vehicle, to draw up any declaration that may be required in the event of an accident, as well as a declaration of subrogated rights in the insurance policy so that repairs may be paid the Insurance Company to (contracting company) in place of myself."

**The absence of the moral signature of the applicant preceded by the wording "read, approved and authorised" will render the application invalid.**

**SIGNED**

(1) Cocher la case adéquate

(2) Article 2 de l'arrêté du 4 décembre 1984: "Pour l'application du présent arrêté, on entend par résidence normale le lieu où une personne demeure habituellement, c'est-à-dire pendant au moins 185 jours par année civile en raison d'attaches personnelles et professionnelles ou, dans le cas d'une personne sans raison d'attaches personnelles relevant des liens étroits entre elle-même et l'endroit où elle habite. Toutefois, la résidence normale d'une personne dont les attaches professionnelles sont situées dans un lieu différent de celui de ses attaches personnelles, et qui, de ce fait, est amenée à séjourner alternativement dans les lieux différents situés dans deux ou plusieurs pays étrangers, se situe au lieu de ces attaches personnelles, à condition qu'elle y séjourne régulièrement."

(1) Please tick appropriate box

(2) Article 2 of the (government) present decree of 4 December 1984, "Under the terms of application of the present decree, the normal place of residence is understood to be the place where a person usually lives, i.e.; during a period of at least 185 days per annum for personal or professional ties or, in the case of a person without professional ties, for personal ties which spring from close links between the person and the place where they live. Notwithstanding, the normal place of residence of a person whose professional ties are located in a place other than that of his or her personal ties and is consequently obliged to stay alternately in the two different places located in two or more foreign countries, is situated in the place of his or her personal ties, on condition that such person returns there regularly."

A/At  
Le/On

*Read, approved and authorised*

Signature du client précédée de la mention  
"Lu et approuvé, bon pour pouvoir" (2)  
Customer's signature preceded with  
"Read, approved and authorised" (2)

The present document sets the terms and conditions under which RENAULT S.A.S (defined hereinafter as the « Seller ») contractually agrees to sell a brand-new vehicle to a Client (hereinafter defined as the « Client ») qualified to receive a full exemption of the taxes normally applicable to such a car sale transaction in France and is an integral part of such contract. The Contract includes a « repurchase » provision by the Seller at the end of the usage period specified in the vehicle purchase order form. The Seller may however waive this repurchase right, upon formal request from the Client, making then the sale of such vehicle definitive. In such an occurrence, the transfer of property of the vehicle is deemed to take place at the time the Client pays the final agreed upon price of the vehicle to the Seller.

## **1. CONTRACT FORMATION**

### **1.1. General Terms applicable to all Contracts**

All Eurodrive contracts are of a buy-back type, where the Seller and the Client agree to the repurchase of the vehicle by the Seller at the end of the contracted usage period. While the Contract between the Seller and the Client is deemed formed, as far as the delivery date and the price guarantee are concerned, at the time the Client signs his/her purchase order form, which specifies the vehicle type and model, the date and location of its delivery and the agreed upon selling price, the full binding effects of the contract on the Seller side remain subject to:

- The payment in full of the agreed upon selling price by the Client prior to the delivery of the vehicle
- The justification by the Client that he/she does qualify for the « tax-free » purchase of a brand-new vehicle as per the « Temporary Transit » provisions of the French Customs Code.

### **1.2. Specific terms applicable for Contracts entered through a « remote » platform**

If the purchase order form has been submitted by the Client through a Website or a Call Center operated either by Renault directly or an affiliated Renault agent (hereinafter referred to as the « Agent »), the Client may, within 14 calendar days of the delivery of his/her vehicle cancel his/her order without having to provide any justification, be subject to any penalty nor bear any cost other than the one associated with the return of the vehicle to the Renault Eurodrive return

center specified hereinafter. For all intents and purposes, a vehicle is deemed delivered only after signature by the Client of the delivery sheet presented to him/her by the delivery center designated on the contract. In order to exercise such cancellation right, the Client MUST inform, in unambiguous terms, the Seller or its agent of his/her decision in due time, either by facsimile or email sent to the Seller or its Agent, or by certified mail with return receipt sent to the following address:

RENAULT S.A.S  
13 Avenue Paul Langevin  
92359 Le Plessis Robinson  
France

While not compulsory, the Client may use the suggested form available in Exhibit 3 to convey his/her decision to cancel his /her contract as per the specific terms hereof.

In case of exercise by the Client of the above mentioned cancellation right, the Seller will, on the day of return of the vehicle to the specifically designated Renault Eurodrive Return Center (Poligono de Tambre, Via Isaac Peral 12-18, Santiago de Compostela, Spain) or the day of receipt of the proof of shipping of the vehicle to that center, refund the full contract price to the Client, using the same mean of payment originally used to complete the transaction. Client recognizes however that he/she remains fully responsible for any damage to the vehicle occurring during the period he/she had the vehicle in his /her possession. Any resulting loss in value of the vehicle will then be charged to the Client and either deducted from the refunded amount or charged in addition to the originally paid price should the damages exceed such amount. As indicated above, this cancellation right must be exercised within 14 days of the delivery of the vehicle and any usage of the vehicle by the client during such period, MUST not exceed fifty (50) kilometers (threshold above which the vehicle will be requalified as « used »).

### **1.3 Modifications to the contract information**

The minimum delivery time regardless of the place of delivery is 21 days in France and 24 days outside France.  
The following changes will be invoiced if they occur 21 days or less before the delivery date:  
- Change of owner / name: 150€  
- Change of delivery location: 300€  
If the vehicle is already registered, any request for modification will be refused.

## **2. PRICE GUARANTEE - TECHNICAL MODIFICATIONS**

The price of the vehicle set in the purchase order form is the one applicable on the date the order is placed and is guaranteed by the Seller until the agreed upon delivery date. In case of a delayed delivery not imputable to the Client, this price guarantee will be extended until the effective date of delivery, unless the applied price increase originates from fiscal or technical modifications imposed to the Seller by the French Authorities or the delay is the result of an Act of God (Force Majeure).

In such a case where the final price of the vehicle is greater than one set in the purchase order form, the Client may, at his/her election, cancel his/her contract as per the conditions set in article 10.1 hereinafter.

As a result of the buy-back commitment of the Seller, the client agrees to pay the Seller, at the signature of the purchase order, the price indicated on such order for the contracted usage period of the vehicle, according to the then applicable rates. Client acknowledges that the payment of the price mentioned above does not create any right for the Client to terminate the contract for reasons other than the ones specified under section 10 below.

Client also acknowledges that, as per Article L-441-6 of the French Consumer Code, any delayed payment of all or part of the agreed upon price will give the Seller the right to apply to the outstanding amount « per diem » late interests calculated at the then prevailing refinancing rate set

by the European Central Bank, plus an additional penalty of 1 tenth of a point. The Seller reserves also the right to charge to the Client, without prior notice, any fees necessary to cover the cost for the Seller of the collection process of any unpaid amount.

The transfer of property of the vehicle is suspended until full payment has been received by the Seller (article 2367 of the French Civil Code). The transfer of the risks however remains effective at the time the delivery, as defined in section 3 hereunder, is taking place.

## **3. DELIVERY**

The Seller will deliver the vehicle and the client will take delivery of such vehicle as per the terms agreed upon in the purchase order. In case of a delay in the delivery resulting

from an event qualifying as an Act of God and affecting either the Seller or the Client, the date of delivery will be deemed pushed by a number of days equal to the duration of such event.

In order to obtain the release of the vehicle, the Client must present to the Delivery Center staff, a valid identification document (e.g. passport) and a copy of his/her Eurodrive purchase order. In case of physical absence of the client on the day of delivery, the vehicle may be released to any of the other drivers qualified as per the rules of the Eurodrive Program, provided such driver can present a copy of the passport of the Client, a power of attorney signed by the client and authorizing such delivery, and a copy of the purchase order.

As a result of the special terms and conditions under which Eurodrive vehicles are registered and used in France:

- The Vehicle can only be delivered to the Client, who is the person designated as the owner on the vehicle registration's card (Carte Grise), and after validation by the French Customs Authority of the qualification of such Client to receive the tax-free benefit associated with the Eurodrive Program
- The Client hereby agrees to immediately inform the French Custom Authorities of any change in his/her status occurring during the period of validity of the contract and which may render him/her no longer qualified for the tax-free benefit mentioned above.
- The client hereby recognizes that he/she is fully responsible for his/her compliance with all local traffic and road usage rules and regulations, including for example mandatory stickers required by local authorities in France or in Europe, to enter certain areas with the vehicle.

As mentioned above, the client must take delivery of the vehicle as per the terms stated in the purchase order form, unless otherwise agreed to by both parties. These terms specify the date, time and location of such delivery. Renault cannot be held responsible for a missed delivery due to the non-compliance of the Client with those terms. Client acknowledges and recognizes the right of Renault, in such a missed delivery situation due to the client's default, to rescind the contract as per the conditions set in article 10.2 hereinafter.

Should the lack of delivery be due to the Seller (except if caused by an Act of God event), and the Seller is unable to offer the Client a replacement solution of « mobility », the Client will be entitled to a resiliation of the contract, as per the conditions set in article 10.2 below,

Such a replacement solution of « mobility » will be deemed offered upon the provision by the Seller to the Client of a rental vehicle of at best equivalent in category to the one specified in the purchase order form, subject to availability at the time and location of the missed delivery.

Such provision of a replacement vehicle, even of a lower category, shall not entitle the Client to any compensation. The Seller and the Client must agree to the terms of usage of the replacement vehicle, and in particular the countries in which such vehicle is allowed to be driven. All expenses exposed by the client in relation to the usage of this replacement vehicle and not pre-authorized by the Seller will remain the responsibility of the Client (e.g. additional insurance coverage). The replacement vehicle will need to be returned by the client as per the terms agreed upon by the parties and with a full tank of gas.

#### **4. INSURANCE**

All Eurodrive vehicles are covered under a fully comprehensive insurance policy with no deductible. Such coverage becomes effective the day of delivery of the vehicle and expires at midnight on the day of return of such vehicle as set in the contract. A summary of this Eurodrive insurance coverage is available in Exhibit 1 to these General Terms and Conditions of Sale. Countries currently covered by the Eurodrive insurance policy are: Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, Metropolitan France, Germany, Gibraltar, Great Britain, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican. Please note that a driving limitation of 90 days maximum, counted from the date of entry in the country, applies to all visitors to Portugal.

#### **5. EURODRIVE ROAD ASSISTANCE**

The Client and all his/her passengers transported at no cost to them and within the limitations set on the vehicle

registration card, are entitled to receive the benefits of the Eurodrive Road Assistance program and the related services as per the conditions described in Exhibit 2.

#### **6. REPURCHASE OF THE VEHICLE BY THE SELLER**

Eurodrive standard sale contracts include a repurchase right by the Seller at the end of the usage period. Unless this right of repurchase is waived by the Seller at the Client's request, such Client, must sell the Vehicle back to the Seller, and return it at the end of the term specified in the Contract, at the location agreed upon by the parties. Upon such return, the Seller will inspect the Vehicle and determine if such vehicle bears signs of unusual wear and tear.

The price specified in the Contract for the usage period of the vehicle corresponds to the difference between the sale price of such vehicle and its pre-set value on the return (buy-back) date. There is therefore no additional financial consideration to be provided by any of the parties to the other upon completion of the return of the vehicle other than for charges which may be due for changes made to the initial agreement or repairs required on the vehicle for reasons not covered either by the manufacturer warranty or the Insurance policy.

##### **6.1 Return and Reconditioning of the Vehicle**

The Seller will buy-back the Vehicle from the Client on the return date specified in the Contract, provided that all the conditions listed below are fully complied with:

- The Vehicle is returned to the Seller or to any person designated by him for this purpose, no later than on the contracted date of return and at the location specified in the contract, clean and in good mechanical and body conditions.
- The Client has carefully complied with all the instructions specified in the manufacturer's service booklet;
- The Client pays the estimated cost of repair that is communicated to him/her by the Seller, for any damage which may have been noticed during the above-mentioned inspection of the Vehicle and is not covered under the terms of the insurance policy referred to in section 4 above.
- The Client signs the return sheet and returns the

following items to the Seller or any person designated by him for this purpose:

- Registration certificate of the Vehicle,
- European accident report form.
- Both sets of keys of the Vehicle,
- GPS SD card, if applicable
- Vehicle user's manual and service booklet
- Safety kit (reflective jacket) and warning triangle.

**IMPORTANT NOTE:** No Vehicle can be considered as returned without its registration certificate

6.2 Additional Costs which may be charged to the Client by the Seller

The Client is fully responsible for:

- In the case of abandonment of the vehicle, which means returning a vehicle outside a Renault Eurodrive-approved return centre, the following costs will be charged to the customer:
  - If the vehicle is abandoned in the same city as the return centre initially planned, the customer will be invoiced for all the actual costs incurred by the delivery, in addition to the other costs (parking, storage, etc...) established by Renault Eurodrive.
  - In addition to these actual costs, if the vehicle is abandoned in any other place, the customer will have to pay a fixed penalty of 400€ if the vehicle is in France, and 600€ if the vehicle is abroad.
- All costs associated with any parking tickets, traffic violations fines and/or any kind of penalties levied on the Seller by Authorities and paid by the Seller on behalf of the Client. Seller reserves the right to provide the contact information of the Client to the relevant authorities for further charges when warranted.

In consideration of the above, the Client hereby authorizes the Seller to use the bank details (Credit Card information in particular) he/she provided at the time of signature of the purchase order and to debit his/her account in case of non-payment of such additional charges on or before the return date, and in particular, but not limited to, charges pertaining to:

- The cost of cleaning and/or repairs of damages to the vehicle not covered by the manufacturer warranty or the insurance policy,
- Additional days of use of the vehicle not part of an authorized contract extension
- The costs if any related to the modification of the originally contracted Return Center.
- The replacement cost of any item found missing at time of return (e.g. key, registration certificate, etc.),
- All fines or penalties known but not yet paid by the Client

6.3 Early Returns and Extensions

a. Early Return

The Client may, with the Seller's written consent, return the vehicle before the return date specified in the contract. Unused days will then be refunded based on the originally contracted rates, after a deduction of 10 days. The first 21 days of the Contract are never refundable.

b. Late Return - Contract Extension

The Client may return the vehicle after the return date specified in the contract. Such contract extension must however be formally authorized and approved by the Seller and the cost of each additional day will be charged to the Client at a set price which may be higher than the original contractual rate. All extensions require a pre-payment by the Client of the total number of additional days requested. The maximum number of days for which an extension can be granted is determined by the number of original days included in the contract and the last day of the validity of the registration certificate issued for the vehicle under the Temporary Transit status. Once purchased, extension days are never refundable.

**NOTICE:** As the vehicle insurance coverage expires at midnight on the return date set in the contract, any late return / extension not pre-approved by the Seller will render the client fully responsible for all damages caused to the vehicle or to a third-party vehicle during the unauthorized extension period.

## **7. CLIENT'S PURCHASE OPTION AT THE END OF THE ORIGINAL CONTRACT**

The Client may exercise, up until 21 days before the expiration of his/her contract, his option to purchase the Vehicle permanently from the Seller. To exercise such option, the Client must:

- Be able to justify of a residential address in Metropolitan France.
- Contact the Eurodrive sales department at + 33 (0) 1 76 84 99 00
- Communicate to this department his Eurodrive Contract number as well as any other information deemed necessary by the sale agent who will be assigned to handle his/her request

The Seller will then communicate to the Client, within 48 hours, via e-mail or telephone, the proposed final purchase price of the Vehicle, including the cost of the new Registration Certificate which must be issued for the vehicle as it is switched from the special "Temporary Transit" status to the regular "France Registration" status. Should the Client agree to the purchase terms and elect to go ahead with the transaction, the Seller will assign a "used car" expert from its staff to manage the commercial transaction and carry out the administrative procedure for the new registration.

Except in special cases, the Client does not need to get his/her vehicle inspected by the Seller before the finalization of the transaction, as he/she is buying the vehicle "as is". The Client must however secure, during the process, an insurance policy which will go into effect as soon as the Eurodrive Contract expires

## **8. LEGAL PROTECTION AND MANUFACTURER WARRANTY**

### 8.1 Legal Protection

Any new Vehicle sold by the Seller and registered in metropolitan France is covered by the legal guarantee for hidden defects provided by Article 1641 and seq of the French Civil Code and by the legal guarantee of conformity of the goods sold to their description in the Sales Contract provided to all consumers by the dispositions of Article L. 217-4 and seq of the French

“Consumer” Code.

- When a Client exercises a claim based on the legal guarantee against hidden defects within the context of Article 1641 and seq of the French Civil Code, he/she can choose between the cancellation of the sale or a reduction of the selling price in compliance with the dispositions of Article 1644 of the same Code.
- When a Client exercises a claim based on the legal guarantee of conformity, (i) he/she has a period of two years from the delivery of the vehicle to take action; (ii) he/she can choose between the repair and the replacement of the vehicle, subject however to the terms and conditions of Article L.217-9 of the French Consumer Code, (iii) he/she is exempted from bringing the actual proof of the vehicle non-compliance during the twenty-four months following the delivery of such vehicle as (iv) the legal guarantee of conformity applies regardless of any other commercial Guarantee which may be granted by the Seller.

## 8.2 Manufacturer's Warranty

All vehicles sold by the Seller are covered by a Contractual Guarantee (Manufacturer Warranty) covering any duly observed defect on the Vehicle sold and is completed by an Anti-Corrosion Guarantee and a Paintwork Guarantee. The full details of such Warranties are available in the Maintenance and Warranty booklet remitted to the Client upon delivery of the vehicle.

## 9. AVAILABILITY OF PARTS

In conformity with the provisions of Article L. 111-4 of the French consumer code, it is hereby stated that the replacement parts required for the proper operation of the Vehicle object to the contract are available for sale for a period of ten years from the date of delivery of such Vehicle, except for the parts which become obsolete very quickly by nature (for example electronic parts) for which the manufacturer is committed to offer a repair solution to the Client in the event he becomes unable to provide such part during this 10 year period.

## 10. CONTRACT CANCELLATION, MODIFICATION AND RESILIATION

### 10.1 Contract Cancellation

Eurodrive contracts can be cancelled at any time under the provisions below. All cancellation requests must be made by the Client to the Seller or its Agent in writing. Upon processing of the cancellation, the Seller will refund the price paid by the Client after deduction of the cancellation charge, if any:

- a) Cancellation or modification of order before the delivery of the vehicle

In other cases, for any cancellation made no later than 21 days before the delivery date of the Vehicle, 50€ will be charged.

For any cancellation made between the 21st day before delivery and the same day as the delivery of the Vehicle, a fixed and definitive cancellation fee of 800 € will be due to the Seller.

- b) Cancellation of order upon delivery

As stated in section 1.2 above, in case of a reservation and payment performed online through a Call Center or a Website operated by Renault or its agents and affiliates, the Client has a right to cancel his /her reservation within 14 days of the actual delivery of his/her Vehicle. Should this right be exercised, and subject to the fulfillment by the Client of all the terms and conditions related to this right, the Contract will be automatically cancelled, and the price paid refunded to the Client in full.

### 10.2 Contract Résiliation

- a) Resiliation by the Client

The Client can request the resiliation of his/her Contract and demand the full refund of the price paid, along with any applicable legal interests, in the following circumstances:

- Non-respect by the seller of the contracted delivery date (provided however that the Vehicle is not delivered between the mailing and the receipt of the letter referred to below).
- No replacement mobility solution was offered to the Client by the Seller

Such termination request by the Client must be made in writing via registered mail with return receipt sent to the Renault Eurodrive contact address as documented in the Eurodrive Travel booklet.

- b) Resiliation by the Seller

The Seller can terminate the contract if:

- The Client did not pay full the price of the Vehicle on or before the delivery date. In this case the Seller is entitled to keep any deposit which may have been paid by the Client as part of the reservation order process.
- The Client failed to take delivery of the Vehicle he ordered (provided however that this delivery does not take place between the mailing and the receipt of the “resiliation” letter sent by the Seller to the Client at the contact address provided by such Client). In this case the Seller will be entitled to retain the full price amount paid by the Client as a compensation.

NOTICE: The resiliation of the contract implies the automatic and immediate termination of the insurance coverage of the vehicle.

## 11. PRIVACY POLICY

The order processing and usage of the Vehicle can allow the Seller to collect certain “personal data” about the Client. Personal data is defined as data that directly or indirectly allows the identification of an individual. The collected data is considered and treated by the Seller, as personal data, as defined by the European and French regulations, and the Seller has the responsibility to handle this data in accordance with such regulations.

By signing this Contract, the Client recognizes and accepts that the proper usage of the Vehicle can require the collection and processing of his/her personal data by the Seller, including, if necessary, the geo-localization of the client, for the purposes described below.

- a) Usage of Personal Data

The personal data that is collected by the Seller from the Client as part of the purchase order process and during the usage of the Vehicle are essential to the management of the relationship between the Seller and the Client and in the provision by the Seller of certain services to the Client such as:

- Information on new generic services and products;
- Information on services which would benefit the client based on his profile
- The capture of various technical information on the Vehicle operation;
- The provision of certain remote assistance services (door unlock, remote start...);

All the personal data obtained by the Seller on the Client is considered confidential and is handled and protected as such. The Seller must implement appropriate safety measures commensurate with the current state of the available technology to protect the personal data that he/she handles. All the information collected by the Seller are stored in secure servers. The Client does acknowledge however that although the Seller implements all means possible to protect such personal data, the transmission of this data is being done over communication networks not always controlled by the Seller, making it impossible for the Seller to ensure that those communications are not intercepted and, therefore, guarantee absolute data security. When connected services are accessed using a password, the Seller requests that the Client does not share the password with anyone and keeps it confidential. The Client is responsible for his/her password and the preservation of confidential data from the later.

#### b) Retention of Personal Data

The personal data collected from the Client in relation to the use of the Vehicle will be retained for the entire duration of the contractual relationship, after which it will be destroyed or made anonymous. However, the data linked to geo-location will systematically be erased/made anonymous immediately after the delivery of the associated service.

#### c) Users of Personal Data

Any collected personal data may be communicated to the Seller, its subsidiaries, the members of its commercial network, as well as to any third party who has a commercial relation with the Seller and is bound by a confidentiality agreement, whether located in or outside the European Union. The Seller may also communicate this personal data to an authorized third party in the event that it is obligated to disclose such data due to a legal obligation or for the purpose of enforcing or securing this Contract. The Client has the right to access the information

collected on him/her through the Seller's Customer Relationship Management Services

#### d) Other driver's information

The Client is responsible, prior to the usage of the Vehicle by any other authorized user, for informing such user about:

- The collection and use of personal data;
- The possible geo-location of the Vehicle;
- The option of deactivating connected services.

#### e) Client's Rights

In compliance with the dispositions of Articles 38, 39 and 40 of the French "Information Technology and Liberties" Law no. 78-17 dated January 6, 1978 as modified by law no. 2004-801 dated August 6, 2004, the Client may, at any time and by simply providing a proof of identity, access and correct his/her personal data as well as oppose any processing of such data. Such access must be requested by contacting:

Service Relation Clientèle  
RENAULT SAS  
92109 Boulogne-Billancourt Cedex

Since the regular uploading of his/her personal data can result in his/her geo-localization, the Client can request electronically the deactivation of this uploading process. The Customer can also reactivate this geo-localization under the same terms.

## 12. JURISDICTION AND DISPUTE RESOLUTION

EURODRIVE Contracts are exclusively subject to French law. In case of dispute between the Parties on the execution or the interpretation of the contract and/or of these General Terms and Conditions of Sale document, the Parties will attempt to resolve such dispute amicably.

In the absence of an amicable resolution between the Client and the Seller's Customer Relation Department, the Client may submit, at no cost to him/her, the unresolved dispute to a Mediator duly appointed by the French "Commission d'évaluation et de contrôle de la médiation de la consommation" in accordance with Article L615-1 of the French Consumer Code. Mediators having competency for matters related to the responsibility of Automobiles Manufacturers and Automobiles Repair

Professionals are listed hereafter:

- Médiateur of the « Conseil National des Professions de l'Automobile » who can be reached by mail at 50 Rue Rouget de Lisle - 92158 Suresnes Cedex or electronically at [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr).
- Médiateur of the Federation Nationale de l'Artisanat Automobile who can be reached by mail at Immeuble Axe Nord; 9-11 avenue Michelet, 93583 Saint Ouen Cedex or electronically at [www.mediateur.fna.fr](http://www.mediateur.fna.fr)
- Médiateur of the Manufacturer in charge of handling complaints involving its responsibility (issues pertaining to the product overall quality and the manufacturer services) who can be reached by mail at Médiation Cmf, 21 rue des Malmaisons, 75013 Paris or electronically at [www.mediationcmf.fr](http://www.mediationcmf.fr).

In the absence of a successful mediation process, the parties acknowledge and agree that French Courts of Law will have exclusive jurisdiction over any litigation proceedings. If the Client is a professional, the Court in which the Seller has its main establishment will have jurisdiction. If the Client is not a professional, jurisdiction will be determined according to the principles of the French Civil Procedure Code.

### **Remote transaction cancellation option form**

The form below is provided to the Client as a suggestion to ensure proper wording of the cancellation request to be sent to the Seller or its Agent as per the terms of Section 1.2 of this contract.

**To the Attention of .....** *(insert the information of the recipient here)*

**From:** *Insert your own details here (last name, first name, full address, telephone number, email address or fax number ...etc)*

**I hereby notify you of my decision to use the right provided to me under Section 1.2 of the General Terms and Conditions of Sales of my Eurodrive vehicle and cancel the said Sales contract which references are below:**

- **Contract Number:**
- **Order date:**
- **Véhicule Details:**
- **Delivery Date and Time:**
- **Planned Return Center**
- **Planned Return Date and Time:**

*(Insert your location, the date and your Signature and send to the recipient as per the conditions set in Section 1.2)*





## SUMMARY OF THE EURODRIVE INSURANCE CONDITIONS – AXA CS contract n° XFR 005700MO

The complete General Conditions of AXA CORPORATE SOLUTIONS are available on demand. The conditions of this contract apply in the countries shown on the valid Green Insurance card and whose national code letters have not been stricken out. –Monaco, -Andorre, The Vatican, Saint Martin, Liechtenstein and the DROM, COM POM are also included.

### 1 – Damage to third-parties

#### 1a - CIVIL LIABILITY

Covers the civil liability of the insured party in accordance to the article L211-1 of the French Insurance Code.

The insurer covers damages caused to third parties (passengers, property or persons outside the vehicle) by the vehicle when in motion or stationary.

Limits applicable to the amounts of the guarantee:

\* bodily harm: no limits

\* material damage: €100,000,000 with the sublimits below :

- material damage by fire or explosion: €10,000,000 per claim
- accidental material damage to the environment (accidental pollution) : €10,000,000 per claim
- material damage to the aircraft : €1,120,000 per claim

\* consequential immaterial damages to an accident : 10,000,000 € per claim

#### 1b - DEFENSE – RECOURSE and ADVANCE PAYMENT ON REPARATION

Defense: Whenever the responsibility of the insured person can be sought, the insurer shall cover the costs relative to the protection of his financial interests in accordance with the clauses B-1 of chapter VII of the General Conditions.

Recourse: The insurer shall act on behalf of the insured in order to obtain from any responsible third party reparation of the damages sustained by the insurer in case of accident.. Expenses to be exposed by the insurer for fees related to the accident investigation and or expert services are capped at 10,000 Euros.

Advance payment on reparation: this guarantee provides the owner of the insured vehicle with a 20,000 Euros maximum advance payment of the compensation to which he/she is entitled, as a result of the damage caused to the vehicle provided this damage has been caused by a vehicle belonging to an identified third party, registered in France, with valid insurance in France and whose liability is established.

#### 1c – LEGAL PROTECTION

Guarantee per incident according to the clauses of the Legal Protection Annex XAUT 315 12/08.

### 2 – Damage suffered by the vehicle

The guarantees are granted to the value say by the expert of the insured vehicle the day of the incident (chapter VII of the General Conditions excluding light vehicles related to the compensation in conventional value.

#### 2a – ACCIDENTAL DAMAGE/VANDALISM

The insurer covers in full direct material damage resulting from the following:

- ☐ Collision between the insured vehicle and one or more other vehicles
- ☐ Impact between the insured vehicle and a fixed or mobile object
- ☐ Overturning of the insured vehicle without prior collision
- ☐ Partial damage or total loss of the insured vehicle during transportation by land
- ☐ Total loss of the insured vehicle during transportation by air or sea
- ☐ Acts of vandalism
- ☐ Damage caused by natural phenomena, such as earthquakes, volcanic eruptions, tidal waves, flooding, typhoons, falling snow or stones, avalanches, hail, tornado, mudslide.

Exclusions: punctures tires, damage caused by poor maintenance, wear to the vehicle or falling accessories; partial damage during transportation by sea or air; damages or breakdowns covered by the manufacturer's warranty (see the Warranty Book).

#### 2b - FIRE/EXPLOSIONS/TERRORIST ATTACKS/STORMS

Direct damage caused by fire, explosions (including terrorist attacks), lightning and storms are covered.

The guarantee covers without excess the value of the insured vehicle established by an assessor on the day of the incident (see Chapter VII of the General Conditions).

#### 2c – THEFT/ATTEMPTED THEFT

Damage caused by the theft or attempted theft of the insured vehicle are covered.

The guarantee covers without excess the value of the insured vehicle established by an assessor on the day of the incident (see Chapter VII of the General Conditions).

#### 2d – GLASS PARTS (Vehicle of less than 3.5 tons only)

Damage to windows and glass or organic glass parts (windcreens, rear windows, side windows, door windows, lights, sun roofs) is covered. The guarantee covers without excess the cost of replacement.

#### 2e – NATURAL DISASTERS

In accordance with articles L 125-1 and L 125-2 of the French Insurance Code, this guarantee applies to damage caused essentially by abnormally violent natural phenomena.

This guarantee is conditional on the publication of an interministerial notice in the Official Journal of the French Republic decreeing a state of natural disaster. Geographical scope: mainland France and Corsica. Application of a legal excess (€380 per vehicle from 01 / 01 / 2010)

### 3 – Bodily harm to passengers

#### 3a – LUMP SUM GUARANTEE OF THE PERSONS CARRIED ABOARD

Covers all persons transported free of charge or driving the insured vehicle with the permission of the owner or the policyholder.

Amount of compensation:

medical costs limited to €5,000 per injured person;

benefit of €38,000 for total permanent disability;

benefit of €16,000 in the event of death.

Note: this compensation is paid in addition to any indemnities that may be paid under common law.

Persons aged over 70 do benefit of this guarantee

## **RENAULT EURODRIVE ROAD ASSISTANCE SERVICE**

The 'EURODRIVE ASSISTANCE' coverage is an integral part of the RENAULT EURODRIVE package. It is insured and implemented by ASSURIMA

under the name "RENAULT EURODRIVE ASSISTANCE" Roadside assistance services.

The services will be provided in the event of:

- Accident
- Theft or attempted theft,
- Breakdown,
- Flat tire,
- Loss, theft or breakage of keys
- Fuel error.

- For non-immobilizing safety breakdowns, only the main benefits will be provided under this agreement.

- For malfunctions of the on-board GPS system and/or air conditioning system, RENAULT EURODRIVE ASSISTANCE will process the request and redirect you to the nearest Renault repairer.

### 1) Main benefits:

In all cases, roadside assistance and/or towing services are included.

Roadside assistance/towing:

RENAULT EURODRIVE ASSISTANCE will organize and cover the roadside assistance and/or towing the vehicle which has broken down, been in an accident or found damaged after a theft/attempted theft.

- In France, the vehicle will be towed to the Renault repairer, Renault Retail Group or dealer, appointed by RENAULT EURODRIVE ASSISTANCE.

- Abroad, to the nearest Renault repairer.

2) Additional benefits (with the exception of non-immobilizing safety breakdowns or malfunctions of the on-board GPS system and air conditioning system):

2.1. If the vehicle is unavailable or off the road more than 12 hours, you may select one of the following options:

2.1.1 RENAULT EURODRIVE ASSISTANCE will provide you with a hire vehicle **at most equivalent** to the category of the vehicle which is off the road for the period your Eurodrive vehicle is off the road. Once the repairs have been performed, the hire vehicle **MUST** be returned to the original pick-up agency and your repaired vehicle **MUST** be picked up within 24 hours of completion of the repairs.

Renault Eurodrive Assistance will cover the cost of the temporary rental vehicle mentioned above, up to 750 Euros any amount over and above this sum as well as all fuel costs will be your responsibility.

2.1.2 If you wish to wait for your vehicle to be repaired on the spot, RENAULT EURODRIVE ASSISTANCE will contribute to your hotel expenses up to a limit of €65 per night and per beneficiary. You will be required to pay for any bar, restaurant and telephone costs as well as any incidental costs.

Service performance terms

RENAULT EURODRIVE ASSISTANCE agrees to provide the above-mentioned services 24/7 and with the utmost diligence. The above-mentioned services shall be performed subject to local availability and in accordance with the local regulations, notably in terms of accommodation or vehicle hire, or availability at a given moment in time. **Services which have not been organized or agreed beforehand by RENAULT EURODRIVE ASSISTANCE shall not give rise to any refunds or compensation.**

If RENAULT EURODRIVE ASSISTANCE replaces the vehicle by a hire vehicle through a car rental company, this company shall ask you to make an imprint of your credit card; it may also offer additional insurance (in particular for the excess) which will be at your expense.

Exclusions:

RENAULT EURODRIVE ASSISTANCE operations are limited by the authorizations granted by local authorities. It shall not be held liable for any breaches or shortcomings in performing its obligations which are the result of force majeure, war, strikes, impoundments or restrictions by the law enforcement agencies, official prohibitions, piracy, engine explosions or nuclear or radioactive effects. **The RENAULT EURODRIVE agreement does not cover situations when you run out of fuel, nor does it cover, Incidents related to misuse of the vehicle** (such as improper operation of a vehicle with manual transmission), mechanical incidents affecting trailers and hitches, the purchase of vignettes type crit'air, winter tires and chains, fines or violations, bar, telephone, restaurant, motorway tolls, the cost of servicing the vehicle or the costs which you should normally have paid for if a covered event had not occurred (e.g.: hotel). The RENAULT EURODRIVE agreement also does not cover incidents which occur as a result of you competing in sports competitions, bets and matches.

ASSURIMA

Société Anonyme with a registered share capital of €4,200,000

Company regulated by the French Insurance Code

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