



LEASE TERMS & CONDITIONS IN AGENCY SHORT DURATION LEASE

IN EFFECT ON THE 12/11/2019

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INTRODUCTORY ARTICLE. DEFINITIONS

Terms and expressions below have, for enforcement and interpretation of the Agreement, unless otherwise stipulated, the following meaning.

- **Advance:** means the sum including all taxes in euros to pay prior to the Lease as defined in the Special lease terms.
- **Agency:** refers to the place of conclusion of the Agreement, namely CARZLOC's agency of NEMOURS (77140) located 29 Rue des Tanneurs. Phone number: 01.64.78.84.86. email : contact@carzloc.fr
- **Agreement:** refers to the contractual framework composed of the following documents :
 - Potential amendment agreements ;
 - Special lease terms ;
 - Vehicle's condition ;
 - LTC.

Contractual documents are intended to be mutually explanatory. However, in case of any discrepancy or inconsistency between the contractual documents, documents will prevail on one another in descending order of priority in which they are listed hereabove.

- **Authorized driver(s):** refers to the physical individual(s) who provided the documents mentioned at article « Required documents – Prohibition of sublease » below, approved by CARZLOC to drive the vehicle subject to the Lease and mentioned in the Special lease terms.
- **CARZLOC:** refers to the lessor, CARZLOC, french « société par actions simplifiée » (limited liability company) with 1.000 euros of capital whose head office is located 32 Rue Charles Gonneau in NEMOURS (77140), listed in the Melun trade and company register under the number 845 356 138.
- **Day:** means twenty-four (24) consecutive hours.
- **Lease:** means every provision of a land motor vehicle and its accessories for a total duration, including renewal, inferior or equal to forty-two (42) calendar days. The exact duration of provision is defined in the Special lease terms.
- **Lease Terms & Conditions or LTC:** means this document.



- **Lessee:** refers to the physical or legal person who asks for a Lease. Lessee is severally liable with the Authorized driver(s).
- **Rent :** refers to the sum the Lessee owes to CARZLOC in exchange for the Lease, as defined in the Special lease terms, to which might adds a potential fee for additional kilometers in case the maximum mileage is exceeded.
- **Special lease terms:** refers to the contractual document containing all specific characteristics of the Lease between CARZLOC, the Lessee and the Authorized driver(s).
- **Vehicle's condition:** refers to the contractual document in which CARZLOC and the Lessee jointly check the vehicle's condition before its departure and after its return.
- **Week:** means seven (7) consecutive Days.
- **Week-end:** means from Friday 2 P.M to Monday before midday.

ARTICLE 1. SCOPE

LTC shall apply without any restriction to every Lease concluded between CARZLOC and the Lessee. It shall not apply to long duration lease (duration superior to the Lease) and to online lease.

Main characteristics of vehicles provided are specified on the catalogue of CARZLOC.

The Lessee and Authorized driver(s) are meant to be aware of it before booking any Lease. The choice and booking of a Lease rely on the sole responsibility of the Lessee.

The Lessee and Authorized driver(s) acknowledge they are aware of the terms of the LTC and accept it in the Special lease terms prior to the conclusion of the Agreement. Signature of the Special lease terms by the Lessee and Authorized driver(s) imply acceptance without restriction of the LTC. LTC are available at the Agency and on the website www.carzloc.fr .

LTC might be subject to modifications subsequently. The version applicable to the Agreement is the one in effect at the day of signature of the Special lease terms.

Whole sums defined in the LTC are meant, unless otherwise stipulated, all taxes included.

ARTICLE 2. BOOKING – CANCELLATION – MODIFICATION

2.1 Booking

The Lessee chooses the vehicle he wants to book from the catalogue. He sets the dates and options needed for the Lease. An Advance might be required. If an Advance is required, the Agreement is not concluded until it is duly paid. CARZLOC shall not warranty any provision of a vehicle at the scheduled date to the Lessee if the Advance is not paid.

Accepted payments are:

- Credit card ;
- Cash ;
- Bank transfer and automatic debit.

The Agreement is concluded in consideration of the identity of the Authorized driver(s).

It is the Lessee sole responsibility to check the accuracy of the booking and signal immediately any error.

The Agreement shall be considered definitely concluded only after a validation of the booking has been sent by email. The validation shall be sent to the Lessee after he signed in two originals the Special lease terms and paid the Advance to CARZLOC.



If the Advance isn't paid, the Agreement shall only be considered concluded when the Special lease terms are signed in two originals and the whole cost of the Lease paid (including the deposit).

2.2 Required documents – Prohibition of sublease

The Lessee shall, during the booking, provide to CARZLOC for each driver:

- Identity document ;
- Valid driving license (not expired, suspended, cancelled) authorizing to drive the category of the vehicle subject to the Lease, with a prior experience of three (3) years at least;
- A proof of residency not more than three (3) months old ;
- A « K-bis » extract for legal entities.

In case of any driving by any other person different from the Authorized driver(s), the Lessee is deprived of every warranty eventually concluded and defined at the article "OPTIONAL WARRANTIES". Consequently, any sublease is strictly forbidden.

2.3 Cancellation

2.3.1 from CARZLOC :

CARZLOC reserves the right to cancel or refuse any booking from a Lessee with which dispute about payment of a previous Agreement exists; or listed in the file « risky persons » from the « Lessor » sector of the French « Conseil National des Professions de l'Automobile (CNPA) ».

The Agreement is also cancelled if CARZLOC can't provide at the scheduled date defined in the Special lease terms any vehicle of the same or superior category.

Unless force majeure, CARZLOC shall refund the sum legally due to the Lessee in case of cancellation of the Agreement from CARZLOC.

2.3.1 From the Lessee:

If the Lessee isn't at the place and scheduled date defined in the Special lease terms, the Agreement is automatically cancelled from the Lessee. A delay of sixty (60) minutes or more compared to the schedule stated in the Special lease terms also results as a cancellation from the Lessee.

The Lessee may cancel the Agreement with a written reasonable notice to CARZLOC with at least forty-eight (48) hours before the scheduled date defined in the Special lease terms. In this case, CARZLOC shall refund the Advance to the Lessee, after deducting the amount set at the article « Management fee » below.

In case of cancellation from the Lessee, for any reason except force majeure or reasonable notice as set in the previous paragraph, the Advance shall be automatically acquired to CARZLOC and shall not be refund.

2.4 Modification

After the Agreement is concluded and before the Lease, any modification of the booking conditions requested by the Lessee shall be expressly agreed by CARZLOC. Potential modifications of the booking by the Lessee shall be taken into account by CARZLOC within the limits of its possibilities and provided that the Lessee gave a forty-eight (48) hours notice at least before the scheduled date for the beginning of the Lease as defined in the Special lease terms.

If modifications can't be approved by CARZLOC despite complying with the previous paragraph, sums paid by the Lessee shall be refund within one (1) month from the notice advising the Lessee that CARZLOC can't approve the modifications.



In any case, approved modifications shall lead to new Special lease terms considered as an Amendment to the Agreement, and financial adjustment. In case of approved modification, the Lessee shall pay at the signature of the new Special lease terms a management fee which amount is defined at the article “Management fee” below.

ARTICLE 3. FINANCIAL TERMS

The Lessee undertakes to pay the following fees to CARZLOC in order to perform the Agreement.

3.1 Rent

The Lease is performed at the Rent stated in the catalogue and reminded in the Special lease terms during the booking. This Rent corresponds to the limit of duration of the Lease expressed, unless stipulated otherwise, in Day/Week-end/Week; and of maximum mileage for the corresponding period.

The duration of the Lease starts from the date and schedule stated in the Special lease terms.

Maximum mileage is calculated by the difference between the mileages of the odometer jointly recorded during the Vehicle’s condition « RETOUR » compared to the mileage jointly recorded during the Vehicle’s condition « DEPART ».

If the maximum mileage corresponding to the duration of the Lease is exceeded, the Lessee shall pay a kilometric fee as an additional Rent. The kilometric fee is due as soon as the first kilometer exceeds the maximum mileage.

Additional Rent is set by the following formula:

Number of kilometers exceeding the maximum mileage x cost of the additional kilometer

The cost of the additional kilometer is defined in the catalogue for each vehicle.

If the odometer of the vehicle has been fraudulently tampered during the Lease by the Lessee, an Authorized driver or at their request by a third party, the higher additional kilometric fee in the catalogue for the vehicle will be charged in addition to the initial Rent. Moreover, it is recalled to the Lessee and to the Authorized driver(s) that this behavior might constitute a criminal offense, and specifically a scam (articles 313-1 and following of French criminal code).

3.2 Optional Warranties

Cost of each optional warranty which scope is defined at article « OPTIONAL WARRANTIES » below is stated in the catalogue. In case of option of the Lessee for a warranty, the fee is stated in the Special lease terms.

3.3 Management fee

The Lessee shall be charged of a management fee of thirty-five (35) euros in case of:

- Cancellation of booking without reasonable notice ;
- Modification of booking conditions approved by CARZLOC ;
- Damage caused to the vehicle subject to the Lease ;
- Proceeding linked to misconduct of the Lessee regarding regulation ;
- Loss of vehicle’s key.

Likewise, the Lessee shall be charged of a management fee of twenty-five (25) euros in case of:

- Loss of a vehicle’s accessory ;
- Loss of the vehicle’s registration card.

Finally, the Lessee shall be charged a management fee of sixty-five (65) euros in case of loss or theft of the vehicle.



This management fee shall be charged as many times as there are events.

3.4 Fuel fee

3.4.1 Fuel service option

The Lessee can opt expressly in the Special lease terms for the fuel service. In case of option, CARZLOC shall provide the vehicle with full fuel. As counterpart, the Lessee shall pay the sum stated in the Special lease terms. CARZLOC will not charge any additional fuel fee to the Lessee when returning the vehicle. However, fuel not consumed by the Lessee shall not be refund nor restored.

3.4.2 No option

If the Lessee doesn't opt for the fuel service, in case of return of the vehicle at fuel level inferior to the level recorded in the Vehicle's condition « DEPART », the Lessee will be charged a fuel fee calculated by the following formula:

Diesel price is one point eighty (1,80) euros per liter.

Gasoline price is one point ninety (1,90) euros per liter.

$$\text{Fuel fee} = FP \times \text{missing fuel quantity}$$

Being specified that:

FP = Fuel Price. CARZLOC will charge the type of fuel used by the vehicle.

3.5 Additional driver fee

For each additional Authorized driver, the Lessee shall be charged a nine (9) euros fee per lease day.

3.6 Late return fee

In case of late return compared to the date stated in the Special lease terms, the Lessee shall be charged a fee, as addition to a compensation for use of the vehicle. Late return fees are calculated by Day of Rent of the vehicle and are due from the first Day of delay begun according to the following formula:

	Delay		
	1 to 3 Day(s)	4 to 10 Days	More than 10 Days
Late return fee (in Days of Rent)	1 Day	2 Days	5 Days

These fees are also due in the same conditions when the Agreement is terminated in application of article « TERMS OF USE – EARLY TERMINATION » below, if the deadline of return stated in the termination notice is exceeded.

3.7 Deposit

Before the Lease, the Lessee shall give a deposit to CARZLOC which amount is stated in the catalogue and reminded in the Special lease terms (« DG/Dépôt de garantie ou Caution »). CARZLOC requires a bankcard imprint / debit pre-authorization as a deposit. The amount becomes unavailable on the bank account of the Lessee during the Lease and during twenty-eight (28) days maximum after signing the Vehicle's condition « RETOUR ». Any sum due by the Lessee relative to the Lease shall be immediately debited from this bankcard imprint.

The Lessee recognizes that the term of restitution and the amount of the deposit is justified by criminal, administrative and financial consequences relative to its potential misconducts to the



regulation, the Agreement and for potential damages caused to the vehicle and accessories. The deposit shall not be considered as a limitation of liability for the Lessee.

ARTICLE 4. OPTIONAL WARRANTIES

Warranties below are applicable if the Lessee opted for it in the Special lease terms. In case of option, the Lessee pays the applicable price to CARZLOC, as stated in the Special lease terms. No option corresponds to “option assurance 0” in the Special lease terms.

In any case, optional warranties don't cover damages suffered by the vehicle and its accessories linked to road facilities.

Optional warranties cover damages suffered during the Lease. Any damage occurred subsequently to the date of return of the vehicle stated in the Special lease terms isn't covered by the optional warranties concluded, unless if the failure to return the vehicle results from force majeure.

Before subscribing to an optional warranty, the Lessee shall check if he doesn't benefit the same protection according to another agreement with a third party (bankcard insurance VISA premier, Gold Mastercard...). CARZLOC shall not refund the optional warranty in case of double protection.

4.1 « Option assurance 1 » : Theft and crash protection

4.1.1 Scope

By opting for this protection, the Lessee's liability is limited regarding material damages suffered by the vehicle and its accessories and in case of theft during the Lease. Lessee's responsibility is limited to the amount « Franchise assurance » as stated in the Special lease terms. If the amount isn't specified, the Lessee's responsibility is fully exempted.

In case of multiple material damages which operative event is different for each damage, the potential « Franchise » amount is due by the Lessee each time there's a damage linked to each different operative event.

Examples:

- During the Lease, the vehicle suffers an accident from the rear. Later during the Lease, the vehicle suffers another accident from the front. Both damages come from different accidents. The « Franchise » potential amount is due two (2) times.
- During the Lease, the vehicle suffers an accident from the rear and the front, during the same traffic accident. Both damages come from the same accident. The potential « Franchise » amount is due only once.

4.1.2 Exclusion

This option doesn't cover damages in the scope of Option 2 « Tires and glasses protection ». It doesn't cover material damages suffered by the vehicle and its accessories from theft, theft attempt or acts of vandalism.

4.2 « Option assurance 2 » : Tires and glasses protection

4.2.1 Scope

By opting for this protection, the Lessee's liability is exempted regarding damages to the tires and glasses of the vehicle during the Lease.

4.2.2 Exclusion

This option only covers the parts listed in the previous article. Other parts of the vehicle (wheel rims for instance) eventually enters the scope of Option 1 « Theft and crash protection ».



4.3 Deprivation of optional warranties

The Lessee is automatically deprived of potential optional warranties concluded in case of:

- Non compliance with article 5 « TERMS OF USE – EARLY TERMINATION » below.
- Willful misconduct or gross negligence according to article L.113-1 of French insurance Code ;
- Gross negligence a reasonable person wouldn't commit ;
- Suicide or suicide attempt ;
- Non compliance with proceedings stated at article « ACCIDENT, THEFT AND BREAKDOWN » ;
- Non-payment of the sums due by the Lessee;
- Theft of the vehicle or its accessories committed by its employees, Authorized driver(s), a member of their family or someone living with them ;

In case of deprivation of optional warranties, the Lessee shall not be refund. If the price of the optional warranty has not been paid at the time of deprivation, the Lessee is still bound to pay it.

ARTICLE 5. TERMS OF USE – EARLY TERMINATION

The Lessee and Authorized driver(s) undertake to use the vehicle and its accessories as reasonable persons, according to the intended use. The Lessee shall use the anti-theft device and locking system of the vehicle at each stop and keep vehicle's keys and registration document in a safe place (outside of the vehicle). The Lessee and Authorized driver(s) acknowledges that it is forbidden to:

- Use the vehicle outside of the French metropolitan territory;
- Use the vehicle for races, contests, driving lessons;
- Use the vehicle for freight or people transport purposes in return for payment;
- Use the vehicle to commit criminal offenses;
- Use the vehicle to carry hazardous materials according to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) in effect at the date of conclusion of the Agreement, except for casual products in limited quantity (alcohol, spray can, fragrance...);
- Use outside of suitable roads or on reserved roads;
- Use the vehicle to haul another vehicle or trailer, caravan, boat ;
- Commit offenses to the French road Code;
- Give the vehicle to other persons than the Authorized driver(s);
- Make fraudulent statements in the Special lease terms or in an accident, theft or fire declaration ;
- Smoke in the vehicle.

If case of breach of these terms of use by the Lessee or an Authorized driver, CARZLOC may terminate the Agreement immediately, without any prior notice. The termination shall be noticed by any means and confirmed in writing. The Lessee shall return the vehicle immediately to the Agency as soon as the written confirmation of termination is sent. Without immediate return of the vehicle, CARZLOC shall be entitled to take all useful measure in order to get it back at the risks and expenses of the Lessee. Also, if the vehicle isn't returned immediately, the article « Late return fee » applies.



ARTICLE 6. LIABILITIES

6.1 Criminal liability

According to articles L.121-1 and following of french road code, the Lessee and Authorized driver(s) are financially and criminally liable of offenses committed by them when driving the vehicle. Consequently, all fines, taxes, fees shall be debited directly from the deposit in case of notice from prosecution services to CARZLOC.

CARZLOC shall be able to communicate Lessee's information (first name, last name, date and place of birth, address, driving license number, date and licensing authority) to prosecution services.

CARZLOC undertakes to communicate by email any copy of criminal offense notice to the Lessee.

Regardless of how CARZLOC deals with the criminal offenses noticed, management fee which amount is defined at article "Management fee" hereabove is due by the Lessee of each criminal offense.

6.2 Civil liability

6.2.1 Principle

Except exemption or limitation of liability of the Lessee in case of option in the Special lease terms for one or more protections stated at article « OPTIONNAL WARRANTIES » hereabove, the Lessee shall be fully liable of all damages or loss of the vehicle and its accessories until it is returned to CARZLOC, unless he proves it happened without his fault. Unless it is proven that the theft shall be considered as a force majeure, the Lessee is also fully responsible.

In any case, if any damage or loss of the vehicle and its accessories occurs, article « Management fee » shall apply.

6.2.2 Damage assessment

Damages correspond to the price excluding taxes charged by the mechanic to repair the vehicle. If the mechanic can't provide a quotation prior to the repairs, or if the damages are obviously too important, they shall be assessed by an independent certified expert from insurance companies. When the vehicle is lost or destroyed, damages shall be assessed by expertise only.

If damages don't make the vehicle unfit for the use for which it was intended, the vehicle isn't immobilized and expertise is conducted at a distance based on photos taken during the return of the vehicle.

Counter-expertise might be conducted at Lessee's request, without immobilizing the vehicle. If the vehicle must be immobilized, the Lessee shall pay a compensation for it, corresponding to the amount of the Rent during the immobilization of the vehicle. This request is sent to the Agency by email or registered letter with an acknowledgement of receipt no later than forty-eight (48) hours from the receipt of the report of the first expertise.

In any case, if expertise's operations and/or repairs need an immobilization of the vehicle, the Lessee shall pay for every Day of immobilization a compensation corresponding to the daily Rent to CARZLOC.

ARTICLE 7. ACCIDENT, THEFT AND BREAKDOWN

In case of accident, theft, fire or breakdown of the vehicle or its accessories (thereafter the « Loss »), the Lessee or the Authorized driver shall contact the Agency as soon as possible, and no later than forty-eight (48) hours following the occurrence or discover of the Loss, unless force majeure.

If necessary, the Lessee or Authorized driver shall:

- File a complaint to the police services and send a copy of the minute to the Agency ;



- Fill, sign and return as soon as possible the Loss report sent by CARZLOC or its insurance ;
- Set a friendly report signed by third parties involved and the Lessee ;
- Return to the Agency all documents, keys and accessories of the vehicle.

Unless written approval by CARZLOC, the Lessee shall not proceed to fix the vehicle or its accessories by himself or by a third party. In case of unapproved repairs, CARZLOC shall not refund the Lessee for any expenses done and may engage the Civil liability of the Lessee if repairs caused a damage.

ARTICLE 8. RETURN OF THE VEHICLE

The vehicle, documents, keys and accessories shall be returned by the Lessee at the date scheduled in the Special lease terms in their original condition stated in the Vehicle's condition « DEPART ». The Lessee is liable according to LTC for all Damages and losses reported in the Vehicle's condition « RETOUR ».

If the Lessee can't return the vehicle at the scheduled date in the Special lease terms, the Lessee shall notice the Agency as soon as possible. Notice failure might expose the Lessee and Authorized driver(s) to criminal proceedings for breach of trust (articles 314-1 and following of French criminal code).

In any case, the Lessee shall pay a compensation corresponding to the amount of the Rent when:

- The Agreement is terminated according to article "TERMS OF USE – EARLY TERMINATION", for the time between the notice of termination and the date when the vehicle and its accessories are effectively returned ;
- The vehicle isn't returned at the scheduled date in the Special lease terms, for the time between the deadline of the Lease, and the effective return of the vehicle.

Moreover, the Lessee shall pay a fee according to article "Late return fee" hereabove.

ARTICLE 9. PERSONAL DATA

CARZLOC holds a file of personal data obtained during the conclusion of the Special lease terms. These personal data are processed to make CARZLOC able to fulfill its contractual and legal obligations, and offer marketing information to its clients. CARZLOC, as a member of the "Lessor" sector of the CNPA, have access to a « risky persons » personal data file allowing CARZLOC to refuse a Lease to the data subject.

By signing the Special lease terms, the Lessee and Authorized driver(s) acknowledge that CARZLOC process these data and might transfer it to other CNPA "Lessor" sector members, for the sole purposes stated in the previous paragraph.

In case of transfer of personal data relative to the Lessee or an Authorized driver, the data subject is informed prior to the transfer and have, according to resolution CNIL n°2006-235 of the 9th november 2006, a right of object, access, rectification and erasure of the data to the Lessor sector of CNPA (50, rue Rouget de Lisle – 92158 Suresnes Cedex).

Personal data collected are stored during the Lease and three (3) years after. Personal data are stored during five (5) years in case of payment dispute, accident or repetitive damages caused by the Lessee or Authorized driver ; accidents or damages caused willfully or in case of breach or article "TERMS OF USE – EARLY TERMINATION" hereabove.

According to personal data regulation, the Lessee and Authorized drivers have a right of access, rectification, and erasure of their personal data by written request to the Agency with a proof of identity :

By mail at :



CARZLOC
29 Rue des Tanneurs
NEMOURS (77140)

- By email : contact@carzloc.fr

The Lessee and Authorized drivers might also introduce a claim to the French “Commission Nationale de l’Informatique et des Libertés (CNIL)” at the following address:

3 Place de Fontenoy
TSA 80715
75334 PARIS CEDEX 07
Phone: +33 (0)1 53 73 22 22

For any information or exercise of the rights hereabove regarding personal data processed by CARZLOC, the subject data can contact the Agency.

ARTICLE 10. JURISDICTION – MEDIATION

In case of dispute, the Lessee and CARZLOC undertake to attempt an amicable resolution by any mean before introducing a claim to the competent court or mediator.

In case of failure of the amicable resolution attempt, except introduction of a claim to the competent court, the Lessee considered as consumer according to french consumer code acknowledges that he can ask for mediation to the mediator of CNPA:

- By mail, thanks to a claim form downloadable on the mediator website, at the address: M. le Médiateur du Conseil National des Professions de l’Automobile (CNPA) – 50, rue rouget de Lisle – 92158 Suresnes Cedex ;
- On its website www.mediateur-cnpa.fr .

If the Lessee is a professional, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination and/or its interpretation and construction, and/or its execution that cannot be amicably resolved by the Parties, shall be referred and finally resolved by the commercial court of Melun (France).

The Lessee acknowledges that all legal process must be conducted in french before French courts. Consequently, Parties agree that these LTC are just a non-binding translation of French document “Conditions générales de location”, which is the only binding document between them.