



General Terms and Conditions

The present rental agreement implies full and entire acceptance of the following terms and conditions, without reserve.

1/ The rental is personal and non-transferable, under penalty of forfeiture to the subscriber's insurance. Authorized drivers will act as agents of the lessee who remains liable to the lessor for the full implementation of these conditions. Authorized Drivers must be over 20 years old and hold a full driver's license that is valid in the territory of New Caledonia and that they must have had for more than 2 years. Upon delivery of the vehicle to the lessee or their agent, the lessee is fully responsible, according to the terms of Article 1384 of the French Civil Code. In case of non-compliance with the terms of lease, the lessor reserves the right to terminate the agreement to rent at any time or to refuse an extension without the need to justify or compensate.

2/ Before taking possession of the vehicle, the hirer must deposit as a security a sum ranging from 140 000 to 350 000 FCFP depending on the type of vehicle with the lessor. By express agreement, the amount of the deposit may be retained by the lessor in part or in full with regards to amounts owing for any reason for the lessee; if they exceed the balance, the lessee must pay the extra amount to the lessor immediately, unless prior consent from the lessor, otherwise, the lessee shall pay a fixed lump sum compensation of 20% of sums due as provided for in Article 1229 of the Civil Code, as well as the repeatable fees and default interest.

3/ Under penalty of forfeiture of insurance rights, the vehicle must not be used on unsealed roads - including dirt roads, for transport of paying passengers, for learning to drive, for motor sports purposes or by any person under the influence of alcohol or narcotics. The lessee agrees not to carry hitchhikers or people in a number greater than the number of seats in the vehicle. He further undertakes not to tow any other vehicles nor to make any modification to the vehicle; to use the antitheft device and to lock the vehicle at each stop, and discreetly hold onto the keys. The lessee is responsible for all traffic offenses incurred during the term of the rental.

4/ The prices include comprehensive insurance with an excess. In the case of an accident, the lessee is liable for the cost of damage to the rented vehicle according to the degree of their responsibility in the accident. With comprehensive insurance, the amount is charged to the lessee up to the limit of the excess which ranges between 140 000 FCFP and 350 000 FCFP depending on the type of vehicle. The lessee agrees, subject to revocation of his rights to insurance, to declare in writing to the lessor within 48 hours, any accident or incident, including all information on the circumstances, the identity of the parties and witnesses; the report must include his statement to the police or Gendarmerie with mandatory breathalyser result. The lessee will not in any way discuss liability, or deal with third parties relating to this accident, otherwise the lessee will be personally liable to the lessor for the total amount of damage. If no accident declaration is received by the lessor and because of this neglect, the insurance company refuses to cover the risk, the lessee will be required to repay in full all costs that the

hirer has to pay due to the accident. The lessee will pay all towing costs to return the vehicle to NOUMEA, in addition to the excess. The lessee is also responsible for any damages caused to the vehicle that do not fall into the categories of risks covered by the insurance policy; including those related to abnormal wear of the vehicle, replacement costs for windshields and vehicle windows, damaged tyres, immersion-related harm to the engine or the vehicle (creek crossing, flooded roads ...), damage related to hurricanes, cyclones, tornadoes and generally for all damage caused to the vehicle by any collision whatsoever. Direct and resulting costs are the responsibility of the lessee. The lessee agrees to pay the cost of the repairs according to the quotes provided, even if the lessor decides to delay the repairs. The lessee must guarantee the protection of the vehicle; the lessee will be liable for all costs for damage or other related costs on the vehicle while it is being repaired or while waiting for assistance.

5/ The vehicle is delivered in good overall condition, with tyres in good condition, a spare wheel and standard accessories. By signing the contract, the lessee or his representative agrees to the condition of the vehicle, identifies that the seals affixed on the meter are intact and undertakes to return the vehicle in the same condition, or face a further charge of the cost of 500 km per day. The lessee will refrain from claiming compensation for service interruptions, incidents or accidents attributed to the condition of the vehicle or the tyres and using this pretext to escape from fulfilling his obligations. The lessee must return the vehicle in the same state of cleanliness as when initially delivered. If this is not the case, a fee will be charged for cleaning it.

Dirty vehicle 5000 Fcfp before tax

Very dirty / red earth dirtied vehicle 10,000 Fcfp before tax

Vehicle requiring the services of a specialist company 26,000 Fcfp

No vehicle rental returns will be accepted after office hours. The deposit will be returned after inspection of the vehicle in daylight.

6/ Extension: the lessee must ask the lessor at least 24 hours prior to the expiration of the rental period. If this were not the case the lessee would lose the Damage Cover insurance. As the return of the vehicle to the lessor at the agreed place is the only means of terminating the rental agreement, the lessee must in all cases pay the amount up to that time. However, if the non- return of the vehicle results from a cause beyond the lessee's control, the rental of the immobilized vehicle will be billed for only 30 days.

7/ The rental period is calculated in 24 hours segments from the time the vehicle is delivered to the lessee. Any delay in returning the vehicle will be invoiced an extra day. The package is a final agreement and no re-calculations will be undertaken. The rental period is payable in full on the first day of rental. The lessee is responsible for paying for fuel.

8/ Should the vehicle be immobilised, as the result of an accident or any other cause, the compensation for loss of use is fixed at a flat rate of 3300 FCFP (before tax) per day and shall run until the vehicle has been repaired.

9/ Jurisdiction: In case of dispute, the courts of NOUMEA have jurisdiction.