



## General Reservation and Rental Conditions - UNIVERSAL RIDERS

Update on: March 30<sup>th</sup>, 2018

The company AIXIA SAS - Universal Riders (hereinafter the "Renter") whose business is the rental of motorcycles and the sale of services to any physical or moral person (hereinafter the "Tenant"). The Renter shall make a vehicle available to the Tenant, on a personal and non-transmissible basis, as specified in the "Contract CD" for a fixed term. The Tenant agrees hereby and undertakes to comply with the General Rental Conditions as well as the specific provisions of the "Contract CD".

### ART. 1: TERMS OF RESERVATION

The Tenant shall make his reservation on [www.universalriders.com](http://www.universalriders.com) or by contacting the Customer Relation Center. The reservation will be confirmed upon confirmation of the Renter and the **payment by the Tenant of a minimum advance of 30% of the rental amount**. If the Renter had refused the reservation, every financial transaction would be canceled and the Tenant bank account would be not debited.

### ART. 2: RENTAL CONDITIONS

At the time of departure, the Tenant shall be **over the age of 25 years**, and holder of a valid **motorcycle driver license for more than 2 years**, and shall have all the necessary physical capacities to drive a motorcycle.

The Renter reserves the right to cancel the Rental Contract, without compensation, if the Tenant was not able to meet these obligations.

### ART. 3: PRICE

The pricing for motorcycle rentals and other services offered on the website shall be only valid for online reservations. The Renter reserves the right to modify his prices without prior notice.

The price for rental and services, including all applicable taxes, is calculated on the basis of the places of departure and return, rental dates, the reserved motorcycle, the desired mileage and selected options. Any change before the departure on the initiative of the Tenant or the Renter may lead to a change of the invoice. Canceling terms, modification or non-presentation are set out in Articles 6 and 7 of these general conditions.

**The Tenant undertakes to pay the Renter, until the day of departure, the full rental amount, after the deduction of the paid advance at the reservation time.**

The price is fixed and final unless the Tenant fails to comply with the special conditions set out in the "CD Contract". The Tenant undertakes to pay without delay all amounts due to the Renter and in particular the extra traveled kilometers, the missing fuel, the delay time or the of restoration costs within the limits stipulated in this contract "CD contract".

### ART. 4: REQUIRED DOCUMENTS

At time of departure, the tenant shall present his **original driver license of the motorcycle**, an International Driver's License for foreign nationals (loss and theft certificates as well as untranslated driver licenses are not accepted) and a **proof of identity** (national identification card for French nationals, passport for foreigners).

If the Tenant did not meet to the requirement of age/or obtaining a driver license), the Renter would be not liable for renting the motorcycle. The rental would be canceled and the canceling costs which are defined(correspond) at 30% of the amount for the rental or the services shall be charged to the Tenant.

### ART. 5: SECURITY DEPOSIT

At the provision of the vehicle, **the Tenant shall pay a security deposit, whose amount is specified on the "CD Contract"**. The payment should be achieved by credit card or check with the Tenant name and surname, who shall be present at the time of departure.

If the "Bank Card Group» refuses the deposit, the rent shall be canceled and the Tenant will be liable to pay the cancellation fee for the amount of the rental or services. **The money in cash as well as Maestro, Electron, Indigo cards are not accepted.**

### ART. 6: CANCELLATION TERMS BY TENANT, NON-PRESENTATION

The reservation is voidable, modifiable and refundable without any costs in the event of more than 30 days before the departure date.

In the event of less than 30 days of departure date, **any cancellation lead to a complete loss of the paid amounts** or to the **billing of a flat-rate amount of 50 € incl. VAT for any reservation modification** expect when the Tenant is subscribed to the insurance cancellation/ modification.

The insurance requirement cancellation/modification enables the Tenant to cancel his reservation without fees until the departure day, and to be refunded of the entire paid amounts, less the amount of a flat-rate payment 100 € incl. VAT.

Any reservation cancellation shall be notified by e-mail to the Renter at the following address: [serviceclients@universalriders.com](mailto:serviceclients@universalriders.com). The cancellation request shall be taken into account on the e-mail receipt date and time by the Universal Riders Customer Service Center.

If the Tenant reserved by phone, this one has a period of 24h revocation time in order to make knowledge of General Reservation and Rental Conditions that are sent to him with the reservation confirmation. After this deadline and without cancellation, the Renter shall consider that the Tenant irrevocably accept the General Reservation and Rental Conditions.

### ART. 7: MODIFICATION OR CANCELLATION TERMS BY TENANT

In the event of force majeure or unavailability, the Renter may cancel or change the reservation:

- If the Renter feels obliged to cancel the reservation, the Tenant shall be fully refunded the amount paid plus a flat-rate indemnity at 10% of cashed sums. The refund shall be made by bank transfer within 30 days.
- No compensation shall be paid by the Renter in case of replacement of a motorcycle with a model of equivalent category.
- Any booking modification by the Renter (departure / return agency, departure / return date) shall lead to a discount of 5% of the rental amount capped at 100 € incl. VAT.

## ART. 8 PROVISION OF THE VEHICLE

### 8.1 Provision and Return of the Motorcycle

The state of motorcycle shall be determined by the Tenant and the Renter at the departure and return times. Any reserve, to be admissible, shall be formulated in writing on the state sheet of the vehicle.

As soon as the motorcycle is made available, the Tenant becomes responsible according to fixed terms in the article n°1384 of the French Civil Code. The motorcycle shall be returned with fuel level equal to that of departure. The missing fuel shall be billed at the specified rate in the "Contract CD". **No excess fuel refunds - by reference to the departure level - shall be granted.**

The motorcycle shall be returned obligatorily to the Return Agency as set out on the "Contract CD". **In the case of a motorcycle return in another agency than the one indicated in the "Contract CD", the Tenant shall be charged a repatriation fees, increased by 25%.**

Only the signature of the Vehicle State Sheet at the return of the rental by the representative of the agency terminates the "CD Contract". Without this signature the Tenant shall stay liable for the motorcycle and any damage, theft, attempted theft and vandalism. In case of the non-return at the end of the rental of the keys, motorcycle papers as well as the provided accessories, then the rental shall continue to apply until the delivery by the Tenant of an Official Certificate of Loss. **The loss of keys and the replacement of accessories will be charged to the Tenant.**

### 8.2 Use of the Motorcycle

In accordance with Article n°1984 of the French Civil Code, the Tenant agrees to use the motorcycle reasonably during the rental period, and in particular, to allow the vehicle to be driven only by authorized drivers whose names are written on the "Contract CD".

Furthermore, the Tenant commits to drive in compliance with the French Traffic Code and French legal regulations. **The Tenant is responsible for the minutes against him.** He undertakes to reimburse the amount of the minutes to the Renter if he proceeds. In case of receiving by the Renter of a minute or a request for information by the Public Prosecutor, **the designated Tenant shall be denounced and 20 € incl. VAT as administrative costs shall be charged to the Tenant.**

### 8.3 Duration of Provision

The rental term is for a fixed term. Any exceeding of the date or time set on the "Contract CD" shall automatically entails the invoicing of an additional day, the amount of which is indicated on the "Contract CD". **Every started day is a full due day.**

In case of rental extension accepted by the Renter, the Tenant shall be billed according to the current rates. Extra insurances subscribed at the departure time of shall be tacitly extended for authorized extra time.

The Renter reserves the right to refuse any extension without compensation for the Tenant, and with the latter obligation to return the motorcycle on the date initially provided for on the "Contract CD", and would be liable to legal proceedings for misappropriation and breach of trust.

### 8.4 Early termination of the "Contract CD"

The Renter reserves the right to terminate immediately and automatically the rental, without being required to compensate, in case the Tenant did not comply with all the obligations of these General Rental Conditions.

**In the event of a vehicle return before the end date stipulated on the "Contract CD", the Tenant shall not be refunded for the days not consumed.**

## ART. 9: ADDITIONAL FEES

Before the start of his rental, the Tenant shall pay a security deposit of the amount indicated on the "Contract CD". The Lessor reserves the right to cash the full or a part of this sum in the following cases: Accident, damage, theft, fire, loss of motorcycle, non-return of one or more accessories, extra kilometers, fuel, extra day and extra services not paid before the departure.

**The Tenant accepts in advance that the Renter levies all sums due as additional charges on his bank account, by means of the application of the bank prior authorization for the deposit or by the cashing of the deposit check to pay these fees.**

## ART. 10: TENANT OBLIGATION

The Tenant undertakes to maintain the motorcycle, including to check the oil and coolant fluid levels every 1000 KM. The Tenant shall be liable for repairs, exchange of parts or supplies resulting from abnormal wear, negligence or accidental cause.

He shall immediately notify the Renter of any found default or loss after taking care to park the motorcycle in a secure place to define by mutual agreement the conditions of continuation of the rental or the immobilization of the motorcycle for repair.

**In case of immobilization of motorcycle, the rental is continued under normal terms and conditions of "Contract CD" and the Tenant obligations shall be maintained.**

## ART. 11: BREAKDOWN, ACCIDENT, PUNCTURE, ASSISTANCE

In case of breakdown, accident or puncture in the rent and immobilizing motorcycle, the Tenant benefits from the assistance service offered by the Renter; then the motorcycle shall be towed and / or repaired. **This assistance service is reserved for driver and for prospective passenger.**

Assistance may only be requested once by Tenant. In case of refusal by this one of the proposed solutions by assistance, and any reason, the Tenant could not claim any refund, neither from the assistance, nor from the Renter.

**In case of accident or puncture, the Tenant will be not refunded for the not consumed days or any partial loss of enjoyment.**

In case of abandonment of the motorcycle, regardless of the cause, the Renter shall charge the Tenant the repatriation costs up to the agency of return, as

provided for the "CD Contract" plus 25%, as well as the administrative fee provided by the Special Conditions of the "CD Contract".

## ART. 12: INSURANCES

In the event of disaster, damages or theft of the rental motorcycles, the costs shall remain at the Tenant charge within the limits of the maximum financial responsibilities indicated on the "Contract CD".

In the event of a disaster, the Tenant shall declare it to the Tenant within 48 hours following the occurrence of the disaster (in accordance with the provisions of Article L 113.2 of the French Insurance Code), and shall give him the amicable report of an automobile accident, which shall be legibly completed and signed by the parties. **The delivery of an amicable report or a detailed statement is mandatory.**

Furthermore, in the case of theft or an attempted theft, a formal complaint to the competent territorial authorities shall be submitted within 48h by the Tenant. The deposit of the Tenant will be fully cashed until the receipt of the report and / or the official complaint. **Failure to comply with these procedures shall entail the loss of the benefit of the optional guarantees subscribed for the Tenant.**

In the event of a many liable disaster or in the event of a disaster without an identified third party, the tenant financial liabilities shall be calculated as follows: number of recorded shocks x the amount of the maximum financial liabilities indicated in the "Contract CD". In the event of an accident at fault of the Tenant, a flate-rate sum compensation corresponding to the amount of the maximum financial liabilities indicated in the "Contract CD " shall be invoiced even if the rented motorcycle does not show any degradation.

The amount invoiced to the Tenant by the Renter shall be systematically increased by the motorcycle immobilization costs and the management fees of loss for a fixed flate-rate indicated on the "Contract CD". **The Renter is released from any liability in the event of theft or damage to the personal effects being transported.**

### 12.1 Exclusions from the Insurance and Optional Guarantees

The Tenant shall be deprived of the optional guarantees of the subscribed Insurances and he shall be not liable for the total amount of the repairs, of the market value estimated by an expert or the maximum replacement value of the motorcycle in the following cases:

- Any damage or breakdown occurring as a result of one of the cases listed in Article 2 of these General Reservation and Rental Conditions, Driving under the required age or without a valid driver license,
- False identity and false information related to the "Contract CD" or the amicable report,
- Any damages caused voluntarily as a result of an inexcusable fault or as a result of gross negligence,
- Any damages or breakdown caused by the transportation of more than one passenger,
- Any breakdown resulting from the transport of a load heavier than that allowed on the registration card,
- Any damages caused to the tires and wheel rims,
- Any damage at the seat and the motorcycle dashboard,
- Any error on the fuel type,
- Any damage or breakdown occurring after the date of return foreseen on the "Contract CD", except in case of a written authorization for extension by the Renter (in case of damage during the extension of the "Contract CD" the insurances shall only apply in case of extension accepted by the Renter),
- In the event of theft by an agent of Tenant, or an authorized driver,
- In case of incapacity to return to the Owner the original keys of the motorcycle after having noticed the theft of the keys,
- In case of disaster caused by civil war or foreign war (Article L121-8 of the French Insurance Code), disaster from riots, popular movements or acts of terrorism and attempted sabotage as part of joint actions,
- In the case of misconduct arising from a serious infringement of the Traffic Code or an offense related to the driving, parking or general use of the motorcycle, in case of an attempted suicide.
- In case of natural disaster as defined by the law, only the amount defined by a ministerial decree shall be charged to him, including the event if Tenant subscribed to the insurance offered by the Renter.

## ART. 13: ADMINISTRATIVE FORMALITIES

If the Tenant holds not the French citizenship, he shall - prior to the signature of this Contract - check through the embassies and consulates if his / or his Passenger personal circumstances do not fall under any particular formalities. The Tenant and his Passenger should hold their own valid passport for the duration of their trip. Universal Riders shall not be liable for non-compliance with customs laws or health regulations of the relevant countries.

## ART. 14: ACCOMMODATION

Communicating rooms or side by side rooms cannot be guaranteed at the booking time. Under the international hotel rules and regulations, on the departure day, the rooms shall be vacated before noon, even if the departure would take place in the afternoon or evening. In this respect, on the day of arrival, rooms are usually available from 3 pm.

The Renter shall not be liable for lost or forgotten items or clothes during the trip.

If the Tenant would leave one (or more) night (s) the hotel as stipulated in the "Contract CD", the amount thereof shall not be refunded and the costs related to the new accommodation shall be borne solely by the Tenant.

## ART. 15: LIABILITY LIMITATION

The Tenant shall be aware that a motorcycle trip may be tiring and that his health condition shall allow him to undertake this trip. The practise of the motorcycle involves risks inherent to the driving of the rider, or to the road conditions and to the encountered vehicles.

UNIVERSAL RIDERS shall not be liable in the case of accident. The Tenant shall be solely liable for his safety and any consequences related to the non-compliance with the laws and regulations in force in the visited countries (road rules, illicit substances transport / transfer / use).

Similarly, UNIVERSAL RIDERS shall not be liable in the event of force majeure causing delays, modifications or cancellations and the customer shall not be able to claim damages in the event thereof.

UNIVERSAL RIDERS shall not be liable for weather conditions, especially in case of natural disasters (floods, tornadoes, widespread fires, etc ...)

## ART. 16: ROUTES

As part of its Services, the vehicle may be provided with a GPS loaded with the itinerary desired by the Tenant.

The route may be changed on the basis of eventual traffic obstruction (work, deviations, and closures, etc.) or weather conditions. UNIVERSAL RIDERS shall not be liable for any traffic obstruction and no compensation is payable to the Tenant.

#### **ART. 17: IMAGE RIGHTS**

The photos and videos shot by UNIVERSAL RIDERS as well as the comments collected at the departure or return shall remain the property of Universal Riders. The customer shall accept their use for newsletters, brochures and website.

UNIVERSAL RIDERS shall do its best in order to preserve its customers anonymity but shall not be sued for violation of image rights.

#### **ART. 18: INTERPRETATION**

If any of the provisions of these General Reservation and Rental Conditions (GRRC) is recognized as void, illegal or unenforceable under the applicable law, this provision shall be deemed as to be not a part of these GRRC. However, the rest of the provisions of these GRRC shall stay applicable and in full effect.

#### **ART. 19: JURISDICTION**

Subject to the legislation in force, the French Commercial Court on which the registered headquarter of the Renter is located shall have sole jurisdiction to recognize any dispute related to this undersigned contract. The Renter may, however, may waive the benefit of this jurisdiction clause which is stipulated in his favor. In this case, the disputes shall be brought before a locally competent court according to common law.

#### **ART. 20: THE FRENCH DATA PROTECTION AND FREEDOM OF INFORMATION LAW (LOI INFORMATIQUE ET LIBERTÉ)**

Nominative information relating to natural persons, collected for the purposes of this Contract, shall be the subject of communication to the National Commission for Data Protection and Freedoms and shall be used only for the purposes of administrative management or commercial actions or in order to meet legal or regulatory liabilities.

They may give rise to the exercise of the right of access and rectification under the conditions provided by Law n° 78-17 related to the data processing, files and freedoms, dated on the January 6th 1978. To exercise this right, you may write to the following address: Aixia SAS - Universal Riders – 20, chemin des Rosiéristes 69410 Champagne au Mont d'Or, France

In compliance with Article L 223-2 of the French Consumer Code, the non-professional Tenant is informed that if he does not wish to be the subject of a commercial prospecting by telephone, he can register for free on an opposition list to cold calling at OPPOSETEL, at the following address: OPPOSETEL, Service Bloctel, 6 rue Nicolas Siret 10000, Troyes, France, or on the website [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

Date:

Signature: