

TERMS AND CONDITIONS OF SALE

GLOSSARY

"The Tenant" means the lessee mentioned on the front of the rental agreement.

"The Lessor" means TMCI, EUROPCAR franchisee.

"The Vehicle" - means a EUROPCAR Private Vehicle (PV) that is made available by the Lessor for the period agreed in the rental agreement. This rental is governed by the following terms and conditions which are repeated on the back of the Rental Agreement.

OBJECT

The Lessor, gives to rent to the Tenant, the PV according to the description made on the front of this document. This rental is governed by these rental conditions which the Tenant acknowledges accepting the terms after having read it before the signing of the Rental Agreement.

1 - RESPONSIBILITIES OF THE LESSOR

The Lessor undertakes to provide the Tenant with the Vehicle in good working order and fully fueled or the agreed fuel level, and if applicable, the proposed optional services. The Lessor declares that the Vehicle is in conformity with the intended use and that it is without apparent damage, except those mentioned on the descriptive state of the Vehicle rented which is issued to the Tenant at the beginning of the rental. It is the responsibility of the Lessee to notify the Lessor of any apparent defect that does not appear on the descriptive state of the Vehicle, before leaving the agency. In the absence of a contradictory statement, the Vehicle is deemed to be free from any apparent damage, unless proven otherwise.

2 - THE OBLIGATIONS OF THE TENANT

2.1. Rental Conditions of a Vehicle: The Tenant is designated on the Rental Agreement and must fulfill the conditions below:

- Minimum age requirement for the Tenant: 21 years, except for certain categories of vehicles for which a chauffeur is mandatory, as indicated on the tariff document available in the agency.
- Seniority at the wheel: the Tenant must hold an Ivorian driver's license or of the country of residence, valid for at least 24 months before the commencement of the rental,
- Category of Vehicle: The Tenant is authorized to drive the categories of Vehicles as defined on his license, subject to age and seniority at the wheel conditions.
- Documents required to rent a Vehicle: a driving license recognized by EUROPCAR and a valid identity card or passport.

2.2. The responsibilities of the Tenant

2.2.1 Compliance with regulations and use of the vehicle according to the «prudent man principle».

The Tenant undertakes to pay the rental price in accordance with the conditions agreed on the front and to compensate the Lessor for all fines and costs legally borne by him/her, resulting from any public traffic violation offence, which the latter has borne.

The Tenant undertakes to use the vehicle in accordance with the Highway Code and all other applicable regulations in the authorized territories, as well as not to use it abnormally or contrary to its purpose. The Tenant agrees to lock the vehicle out of driving periods.

The Tenant is required to check the oil level of the vehicle every 1,500 km for the PV. He/ She undertakes to report to the Lessor without delay any anomaly, malfunctions and breakdowns caused to the vehicle during the rental.

2.2.2 The Tenant has legal custody of the vehicle from delivery; he/she is therefore responsible for it.

The Tenant undertakes never to leave the keys, the documents and the Rental Agreement in the said Vehicle, outside the driving periods and to make sure that the doors are locked when leaving the Vehicle.

In the event of loss of the keys and except in case of force majeure, these will be invoiced to the Tenant as well as, if necessary, the expenses of repatriation of the Vehicle.

Any claim regarding apparent damage that has not been reported at the time of departure of the agency, can-not be accepted. The Tenant must return the Vehicle in the condition in which it was received and, failing that, will be responsible for the damage not noted on the departure condition of the vehicle under the conditions of article 1 of these rental conditions.

In the event of an accident, the Tenant undertakes to immediately inform the police or gendarmerie authorities, if there are any wounded. Any accident and / or damage affecting the rented Vehicle must be declared to the Lessor within 48 hours. An amicable, accurate and legible report duly completed must be given to the lessor as soon as possible.

The Lessee is liable for any damage to the Vehicle or any part of the Vehicle, regardless of the cause, unless the cause is attributable to the Lessor.

At the end of the lease, all costs of restoration and the cost of immobilization, will be the responsibility of the Tenant within the limit of the Extended Franchise, according to the scale of evaluation and billing of the damage available in agency and will be added to the cost of the lease,

subject to the provisions of section 3.2; whether or not damage or degradations give rise to compensation.

A posteriori and if the responsibility of the Tenant is totally exempt, the expenses related to the loss will be refunded to the Tenant.

In case of theft or break-in of the vehicle:

From the discovery of the incident, the Tenant will inform the Lessor immediately of the incident and will file a complaint with the competent authorities; It will give 48 hours to the Lessor the receipt of the filing of a complaint and, in case of theft, the keys and the documents of the Vehicle, except in cases of force majeure.

In case of theft, the cost of the extended franchise, will be immediately the responsibility of the Tenant, and will be added to the cost of the rental, subject to the provisions of Article 3.2.

In the event of subsequent discovery of the stolen vehicle and its return to the Lessor, the Lessor shall, for the benefit of the Lessee, refund the commercial value of the vehicle, determined by the expert, less a lump sum amount as defined in the evaluation and damage billing scale available in the agency.

In the event of a break-in, at the end of the lease, any repair costs as well as the immobilization cost, will be charged to the Tenant within the limit of the Extended Franchise, according to the valuation and billing scale. Damage available in the agency and will be added to the cost of the lease, subject to the stipulations of article 3.2; that the damage or degradations give rise to repair or not.

In case of infractions, in accordance with the principle of personality penalties, the Tenant is responsible for offenses committed during the term of the lease. The details of the Tenant will be communicated to the competent authorities at their request.

Any loss (theft, burglary, damage, accident) and offense will result in a billing fee of up to the lump sum amount on the pricing document available in the agency.

3 - INSURANCE AND ADDITIONAL PROTECTIONS

3.1. Liability insurance

The rental of a Vehicle gives the driver (s) defined in the Rental Agreement and the occupants of the Vehicle third-party liability insurance for personal injury and property damage in accordance with the regulations.

With this third-party insurance, the Lessee nevertheless remains fully financially liable for damages and immobilization costs affecting the Vehicle if there is no identified third party fully liable on the one hand, or the disappearance of the vehicle in case of flight, under the terms and conditions described in Article 2.2, on the other hand.

In order to improve its coverage and reduce its financial liability, the choice of additional protections it is proposed to the Tenant..

3.2. Additional protections

The Tenant has the opportunity to subscribe to the following options, the profit of which will be acquired by him/her provided that he/she respects the obligations referred to in article 2.

3.2.1 Liability repurchase in case of damage(s) caused by accident (CDW)

This option included in certain flat rates of the Lessor, can be subscribed to on the basis of a daily fixed rate stated on the tariff document available in agency. It limits the financial responsibility of the Tenant in case of damage to the Vehicle to the amount of a reduced deductible which will be charged at the end of rental in accordance with the conditions stated on the tariff document available in the agency.

However, if the cost of repairing the Vehicle as defined in the evaluation and billing scale of damage available in the agency, was found to be lower than that of the said reduced deductible, only the lower of the two amounts will be charged to the Tenant. In addition, if thereafter the responsibility of the Tenant was to be completely cleared, this sum would be entirely returned to him/her.

3.2.2 Liability repurchase in case in the event of theft and break-in (TP)

This option, included in some flat rates of the Lessor, can be subscribed to on the basis of a daily fixed price on the tariff document available in the agency. It limits the financial responsibility of the Tenant in case of theft or break-in of the Vehicle, to the amount of a deductible reduced in accordance with the conditions stated on the tariff document available in the agency, which will be debited at the closing of the Rental Agreement, and which will in any case be permanently acquired by the Lessor.

However, in the event of a break-in, if the cost of repairing the Vehicle as defined in the assessment and billing scheme for damages available in the agency, was found to be lower than that of the said reduced franchise, only the lesser of the two amounts will be billed to the Tenant.

3.3 Exclusion of protections and supplementary insurance VP:

Any intentional damage, and any damage caused by driving under the influence of alcohol or drugs or driving off lanes authorized to automobile traffic.

Supplementary protections are also excluded for cigarette burns and undercuts.

4 - DURATION OF THE RENTAL AND RETURN OF THE VEHICLE

4.1 Duration of the Rental: The duration of the rental is calculated in 24-hour periods, not divisible, from the time of availability of the Vehicle, as indicated on the front. The Tenant has a tolerance of 3.5 hours, beyond which an additional day will be charged. If the Tenant wishes to keep the Vehicle

beyond the period initially provided for in the Rental Agreement, or to return it to an agency other than the one originally planned, it is imperative to obtain prior approval from the Renter.

The duration of the lease is that provided for in the Contract.

4.2 Return of the vehicle: The return of the Vehicle must be made to the agency provided and at the dates and times provided in the Rental Agreement under penalty of civil and criminal prosecution. In case of impediment, the Tenant must inform the Lessor, by any means and in the shortest possible time.

The rental ends with the return of the Vehicle, its keys and its papers at the desk of the Lessor; the return of the vehicle must be done during the opening hours of the agency or by appointment. Any vehicle returned outside opening hours and appointment times remain under the responsibility of the Tenant; the time of return of the vehicle, to close the Rental Agreement and determine the amount of the invoice, will be the time of the next opening of the agency.

In any case, the Tenant remains the caretaker of the vehicle and therefore liable for infringements of the Highway Code and damage to the vehicle, until the keys are returned and a contradictory statement on the condition of the vehicle is established. Any refusal to realize the contradictory statement in the agreed conditions, result in acceptance by the Tenant of the billing of any damage noted in his absence.

In the event of confiscation or sealing of the Vehicle, the Rental Agreement may be automatically terminated by the Lessor as soon as the Lessor is informed by the legal authorities or the Lessee without prejudice to the rights and interests of the Lessor.

In case of theft, the Rental Agreement is terminated upon transmission to the Renter of the keys, if this transmission is possible and / or from the filing of a complaint made by the Tenant to the competent authorities.

5 - RATES AND PAYMENT

The amount of the rental is calculated based on the rate stipulated in the Rental Agreement, as well as insurance, protection and optional services to which the Tenant has subscribed.

The price is determined according to the information provided by the Tenant before departure (duration, mileage, return agency). Any change attributable to the Tenant may result in the application of a substitute rate.

Rates do not include fuel. Vehicles are rented with full fuel or the agreed level.

If the Vehicle is not returned with full fuel supplement will be charged to the Tenant with a 40% surcharge on prices at the pump.

6 - CIRCULATION AREA

The tenant cannot move outside the outskirts of Abidjan if he/she declares the lease made for the area of Abidjan

The Tenant is allowed to travel outside Abidjan, but only with the mandatory chauffeur required.

The Tenant is not allowed to travel outside Côte d'Ivoire.

If the Tenant is traveling in an unauthorized country with the Vehicle rented, no insurance will cover it, moreover it is liable to prosecution for hijacking of vehicle.

7 - TARIFF CONDITIONS

Rates are displayed and available at the agency. The Tenant declares to have read and accept unreservedly the terms and conditions.

8 - DISPUTES

Any dispute relating to the execution of the clauses of this contract will come under the jurisdiction of the Civil and Commercial Court of Abidjan, to which the parties grant jurisdiction by the signature of this agreement.