

# ORDER FORM TAX FREE SALE WITH BUY-BACK AGREEMENT

Gender						Booking N°
Female Male						
Last name	First name			Nationality		
Adrress outside European Union or DOM-TOM						
N° et street	City		Region		Cou	intry
Date and place of birth						
DD/MM/YYYY	City		Region		Cou	intry
Contact						
Phone number reachable in Europe		Email				
Vehicule				Duration		
Brand/Model/Version				Number of da	ys	
Delivery						
place				Date		
Flight number		Flight an	rival time		On site a	rrival time
Expected return						
Place				Date		
Products						
Reference name		Q	uantity	Unit price	2	Total price
				-	livery f	
		Delivery fees  Return fees				
					Discount	
				т	OTAL	

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# ORDER FORM TAX FREE SALE WITH BUY-BACK AGREEMENT

Booking N°

The vehicle is purchased by the customer :	
In cash     Receipt of deposit	
A deposit of	
In figures In words	Currency
	The deposit must be paid in the same currency as the balance
The customer declares that he/she is placing an order for the above understood the Terms and Conditions of Sale. RENAULT reserves received. The risks relating to the vehicles are transferred to the cu	ownership of the vehicle ordered until full payment has been
At	Retail np
Date	105 RUE MARGEL DASSAULT
	IS NUE WARLEL DASSAUT  \$2100 BOULCONE  \$2100 BOULCONE  EMAIL INFO@TTCAR COM  SIRET N* 722 004 983 0093  ROS NANTERRE 722 004 983
The customer applies for registration of a motor vehicle in the Fren	nch TT series as a <sup>(1)</sup> :
TT 6 month - Tourist	TT Special - Student/Internship
Tourist and certifies that: - my main residence is outside the European Union (2) - my stay or stays in the European Union do not exceed 185 days in any period of 12 consecutive months - I am not engaged in any lucrative activity during my stay	Student and certify that:  the period of Temporary Transit will be equal to the duration of the school year  Will not be employed in a lucrative activity during my stay in Europe
in Europe.	Person coming for an internship (3) ou mission (4) ou Journalist accredited by the French government (5)
In the case of online sales, the customer has a right of withdrawal vehicle. as detailed in article 1.1 of the Terms and Conditions of Sa The customer authorizes RENAULT to debit his account in the even	
provided by the French regulations applicable to the Temporo	out, in my name and on my behalf, all administrative formalities as ary Transit activity, and necessary for the registration and transport ed customs destination, and the payment of duties and taxes due
I acknowledge that I have read and accept the order form and connected services.	d the General Terms and Conditions of sale for the vehicle and
	Customer's signature



RENAULT s.a.s. au capital de 533 941 113 euros 122 bis avenue du Général Leclerc 92100 Boulogne Billancourt R.C.S. Nanterre B 780 129 987 Siret: 780 129 987 03591 - APE: 341 Z

**T**EURODRIVE

TT Eurodrive FR EQV NOV 2X1 13 avenue Paul Langevin 92350 Le Plessis Robinson assur.eurodrive@renault.com





# GENERAL TERMS OF SALE FOR NEW VEHICLES AND SERVICES (EXCEPT ELECTRIC VEHICLES)

# Applicable to the sale of new vehicles placed in TEMPORARY TRANSIT (TT) registration type as part of customs procedure for temporary entry.

This contract (hereinafter the "Contract") consists of the order form and these general terms of sale and services. The purpose of the Contract is to provide a new vehicle (hereinafter called "Vehicle") to the customer identified on the order form (hereinafter called "Customer"), benefiting from a tax free purchase as mentioned in the sale order by Renault S.A.S (hereinafter called "the Seller") or by the representative acting on behalf of Renault S.A.S.

En cas d'achat en ligne, le Contrat est accessible sur le site « tteurodrive.com » édité par Renault sas au capital de 533 941 113 € dont le siège social est situé 122-122 bis avenue du Général Leclerc - 92100 Boulogne-Billancourt, inscrite au Registre du Commerce de Nanterre sous le n° 780 129 987.

**Due to the specific regulatory framework applicable to the TT activity,** the Contract includes a buy-back commitment from the Seller for the Vehicle. However, upon the Customer's request, the Seller may waive its buy-back commitment at any moment. Consequently, the sale becomes definitive.

The Customer agrees to (i) resolve matters pertaining to customs for his/her Vehicle as soon as the conditions of exemption are no longer met, (ii) comply with local traffic regulations and local traffic laws (the purchase of regulatory labels such as for example crit'air label is the responsibility of the Customer.

#### 1 - FORMATION OF THE CONTRACT

The Contract is valid and becomes effective, for the delivery and price guarantee of the Vehicle, only after (i) signing the Contract, and (ii) paying the price whose amount is fixed in the order form.

#### 1.1.Cash sale with buy-back agreement from the Seller

For the cash sale of the Vehicle under buy-back conditions by the Seller, the Contract will come into effect, when the following two suspensive conditions are met:

- the payment of the price, that is fixed in the order form, by the Customer,
- the proof, by the Customer, prior to the date of delivery of the Vehicle, of his/her right to purchase a new vehicle placed in T.T. Registration type as part of customs procedure for temporary entry,

In case of purchase and online payment from a website specified by the Seller, the Customer has a period of 14 days from the date of delivery of the Vehicle to exercise his/her right of withdrawal without giving any reason or incurring penalties or bearing costs other than the direct costs of returning the Vehicle.

The Customer has a right of withdrawal by informing the Seller online of the decision to withdraw on the relevant website or at the following postal address:

RENAULT S.A.S.

13, avenue Paul Langevin

92 359 Le Plessis Robinson

A standard-form is attached hereunder.

The Vehicle shall be returned at the Customer's sole expense to the following address: Santiago de Compostela return center: Poligono del Tambre, Via Isaac Peral 12-18, 15890 Santiago de Compostela, Province of A Coruña, Spain. When the Vehicle is being returned to the return center, the Vehicle shall i) have been used for a maximum of fifty (50) kilometers since its delivery to the Customer, ii) be in an identical state as it was when delivered to the Customer. Failing this, in the event of depreciation of the Vehicle due to non-compliance with one or other of these conditions, which is assessed at the time of the inspection of the returned Vehicle, the Customer shall be liable and shall pay Renault the amount indicated in order to compensate for the depreciation of the Vehicle thus returned and/or the repairs to be made due to the damages reported.

In the event that the Customer exercises the right of withdrawal, the Seller will refund the price paid by the Customer using the same means of payment as the one used by the Customer for the initial transaction on the day the Vehicle is returned to the return center as specified above or on the day of receipt of the proof of Vehicle shipment. The cost of returning the Vehicle will be borne by the Customer.

# 1.2 Modification of the terms of the Contract by the Customer

The minimum delivery time regardless of the place of delivery is 21 days in France and 24 days outside France. These delivery times may be modified in case of force majeure or unforeseen circumstances, as defined in French law.

If the Vehicle is already registered, any request for modification will be refused.

# 2. PRICE GUARANTEE - TECHNICAL MODIFICATIONS

The price of the Vehicle is based on the current tariff specified in the order form. This price is guaranteed until the expiry of the Vehicle delivery period, and in case of late delivery not attributable to the Customer, the price guarantee will be extended until its actual delivery subject to 1° a price variation due to technical modifications or tax imposed by the Government authorities 2° due to a force majeure event or unforeseen circumstances as defined in French law.

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The Customer may enforce the provisions of Article 10.1 (CANCELLATION), if the Vehicle price is higher than what was fixed in the order form.

Considering the Seller's buy back commitment and taking into account the specificity of the legal framework applicable to TT, it is agreed that the Customer will pay the Seller at date of signature of the Contract, the price fixed in the Contract which depends on the duration of use of the Vehicle according to the price rates of the Seller at the date of signature of the Contract.

In any case, the payment of the aforementioned price in no way entails for the Customer the right of terminate the Contract in exchange of the payment, with the exception of the provisions of Article 11.1 below (CANCELLATION) and in case of exercise of the right of withdrawal.

The transfer of the ownership of the Vehicle ownership is kept on hold until the payment of the aforementioned price in compliance with Article 2367 of the French Civil Code. The transfer of risks takes place upon the actual delivery of the Vehicle as defined in Article 3 below (DELIVERY).

However, modifications concerning technical developments may be done for the ordered Vehicle provided that there is neither any increase of the price nor any change in quality and also that the Customer has the right to list the characteristics to which he/she agrees. A dedicated place is provided on the order form, for this purpose.

#### 3. DELIVERY

- 3.1 The Seller will deliver the ordered Vehicle at the date and place of delivery agreed.
- 3.2 If case of delivery delay, and unless due to force majeure or unforeseen circumstances, then the Customer may cancel the order of the Vehicle in accordance with the provisions of Article 11.1 (CANCELLATION), unless the Seller offers an alternative mobility solution as described in Article 6. The agreed date of delivery may be extended, in case of an event which is due to force majeure or unforeseen circumstances in favour of the Customer and Seller, for a period which is equal to this event.
- 3.3 The Customer shall present at the delivery place during the business hours specified by the Seller or its representative. Otherwise, the delivery of the Vehicle is not guaranteed and the Seller cannot be held liable.

If the Customer does not recover the Vehicle upon the day of delivery without having informed the Seller within 48 hours before the delivery date, the Customer will be charged the total amounts due under the Contract and the Seller will be entitled to apply the provisions of Article 11.2 (RETURN).

3.4 Due to specific registration conditions and circulation in Europe due to the TT regulation, the registered Vehicle exempted from tax can be delivered only to the Customer, who is the sole holder of the vehicle's car registration certificate (except special exemptions given by the Customer), upon verification by the customs authorities that the conditions of entitlement to benefit from tax exemptions are effectively met.

The Customer shall provide a proof of identity and a copy of the Contract. If the Customer is not available at the time of delivery, then the persons authorized to take delivery/drive the Vehicle (according to the guidelines described in the Eurodrive Travel booklet) shall provide a copy of the Customer's passport, power of attorney and the copy of the Contract.

## 4. INSURANCE

See the TT Eurodrive Insurance document below.

In the event of the expiry of the Contract, and until the actual buy back, the Customer shall take all necessary actions to extend the Contract. In the absence of a contract, the Vehicle will not be insured and the Customer will be liable for any personal injury, claims and costs (eg: fines) arising from the use of a non-insure vehicle.

# 5. TT EURODRIVE ASSISTANCE

See the TT Eurodrive Assistance document below.

## 6. MOBILITY SOLUTION

In the event of a delay in delivery or the unavailability of the Vehicle, a mobility solution will be offered consisting of making a replacement vehicle available to the Customer free of charge.

This replacement vehicle will be a vehicle from the Seller's fleet or from its subsidiaries. The provisions of Article 7.1 are applicable to the vehicle of replacement from the Seller's or its subsidiary's fleet.

In the event of unavailability of vehicles from this fleet, the Seller will use a rental company and will only pay the rental costs - any other additional costs will be borne by the Customer. The Customer agrees to comply with the rental conditions set by the rental company.

The replacement vehicle may be of an equivalent or lower category than the Vehicle ordered, subject to availability. The provision of a replacement vehicle of a different or lower category than the Vehicle will not be subject to compensation. The Seller shall define and communicate to the Customer the terms and conditions for the use and return of the replacement vehicle, in particular the list of countries in which the Customer may travel with the vehicle. Any other costs incurred by the Customer and not previously agreed to by the Seller will not be reimbursed (e.g. insurance costs for the replacement vehicle). The replacement vehicle must be returned with a full tank of fuel.

The Customer undertakes to inform the Seller immediately in the event of any incident or damage to the replacement vehicle. In the event of behaviour by the Customer that does not conform to reasonable use, the Seller shall cease to provide a mobility solution free of charge and any repair costs shall be applied in accordance with the terms of Article 7.

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#### 7. RESALE OF THE VEHICLE TO THE SELLER - BUY-BACK

In case of sale with buy-back, the Customer agrees to sell the Vehicle to the Seller, at the end of the term specified in the front of this Contract. The Seller will examine the Vehicle when it is returned.

The price specified in the front of this Contract corresponds to a purchase with buy-back agreement on an agreed date and the buy-back does not give right to the payment of any sum to the Customer during the buy-back.

#### 7.1. Restitution and repair costs

#### 7.1.1. Restitution of the Vehicle

The Seller is committed to buy-backing the Vehicle no later than the date specified in the order form, provided that the following cumulative conditions listed below are complied with:

- The Vehicle is returned to the Seller or to any person designated by the Seller, no later than the date and place of restitution specified in the order form and the Vehicle shall be clean and in good mechanical and bodywork condition;
- The Customer has carefully complied with all the instructions specified in the manufacturer's service booklet;
- The Customer pays the estimated amount for Vehicle repair costs communicated to him/her by the Seller, if any damage has been observed during the above-mentioned examination of the Vehicle, except if damages are covered by insurance;
- The Customer provides the following elements to the Seller or any person designated by him/her for this purpose :
  - Registration certificate (car registration certificate or CPI) of the Vehicle,
  - European accident report,
  - Both keys of the Vehicle,
  - · Possible SD card,
  - Vehicle service booklet,
  - Vehicle user manual,
  - Safety kit (reflective jacket) and warning triangle.
- The Customer signs a restitution form, being specified that no return will be accepted without the registration certificate.
- The transfer of ownership will take place on the date of the buy-back and the transfer of risks will take place on the date of restitution of the Vehicle agreed.

## 7.1.2. Other Customer charges

The Customer is also responsible for the following charges:

Any other charges resulting from the abandonment of the Vehicle or the replacement vehicle by the Customer – meaning the non-restitution at the place agreed with the Seller, especially the return charges outside of France:

- If the Vehicle is abandoned in the same town as the restitution place initially agreed, the Customer will be charged for all the actual costs incurred by the transport, in addition to the ancillary costs (parking, storage, etc.).
- In addition to these actual costs, if the Vehicle is abandoned in any other place, the Customer shall pay a fixed penalty amounting to €500 if the Vehicle is in France, and €1,500 if the Vehicle is outside France.
- The fines or penalties of any kind sent to the Seller for payment following a violation of the traffic regulations by the Customer. In this case, the Seller is entitled to give the Customer's details to the competent authorities.

The Customer expressly authorizes the Seller to use his/her bank details collected at the time of the signature of the Contract and to debit his/her account in case of non-payment of additional charges observed during the buy-back of the Vehicle, i.e.:

- Cleaning charges (pet hair, sand, mud, stained upholstery, rubbish left in the vehicle, etc.): €100;
- Costs resulting from additional days of use invoiced at the current extension rate, contract overrun costs of the extension amount increased by 100%;
- Charges related to the replacement of any item found missing during Vehicle return (e.g. key, registration certificate, etc.);
- The possible costs of changing the place of restitution of the Vehicle; et
- Fines related to road infractions or any sort of parking violation, etc.

# 7.2. Early restitution

The Customer is entitled to return the Vehicle before the restitution date agreed, subject to the prior written approval from the Seller. Unused days will be refunded in accordance with the applicable tariff of the Seller, after deduction of a ten-day period. A minimum amount corresponding to 15 days of the Contract will be charged whatever the circumstances causing the early return.

## 7.3. Delayed restitution/ Extension of the Contract

Subject to the prior written consent of the Seller, the Customer may return the Vehicle after the restitution date, by paying for the additional days during which the Vehicle was used according to the price schedule of the Seller. However, the total period of use of the Vehicle cannot exceed the validity period of the Vehicle registration certificate in T.T. registration type.

if the Seller has not approved the extension of the Contract, the Vehicle will not be covered by the insurance policy beyond the period fixed in the Contract.

# 8. WAIVER OF THE BUY-BACK BY THE SELLER AT THE CUSTOMER'S REQUEST

The Customer may purchase the Vehicle from the Seller and not use the option of buy back by the Seller. The Customer must have a current contract and must provide a residential proof of address for metropolitan France. The Customer communicates the Eurodrive Contract number to the Customer managers at the earliest possible

21 days before the restitution date, by calling the following number:+ 33 (0) 176 84 99 00.

The buy-back price is communicated via e-mail or phone within 48 hours. Any TT buy-back request created after the return will not be taken into account.

The cost of the new Registration certificate is added to the buy-back price because the Vehicle switches from customs status "Temporary Transit" to "France registration".

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The Customer gets in touch with the Seller's departement in charge of Second-hand vehicles which will handle the commercial transaction and perform the administrative procedures for a new registration.

Except in special cases, the Customer shall not be present at the inspection of the Vehicle.

The Customer shall subscribe an insurance policy which shall be effective as from the date of expiry of the present Contract.

#### 9. WARRANTIES

Any new vehicle within the range of vehicles of the Seller registered in metropolitan France:

- is covered by the legal warranty for hidden defects provided by Articles 1641 and based on the French Civil Code and by the legal warranty of conformity of the vehicle set out in the Sales Contract to the consumer provided in Articles L. 217-4 and based on the French Consumption Code whose conditions for implementation and contents are described below:

The consumer has a period of two years from the date of delivery of the goods in which to enforce the legal guarantee of conformity if a defect of conformity appears. During this period, the consumer is only required to establish the existence of the defect of conformity and not the date of its appearance. Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee shall apply to that digital content or digital service throughout the period of supply provided. During this period, the consumer is only required to establish the existence of the defect of conformity affecting the digital content or service and not the date of its appearance. The legal guarantee of conformity entails an obligation on the part of the Seller, where applicable, to provide any updates necessary to maintain the conformity of the goods. The legal guarantee of conformity shall give the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience to him. If the goods are repaired under the legal guarantee of conformity, the consumer shall benefit from a six-month extension of the initial guarantee .If the consumer asks for the good to be repaired, but the seller requires it to be replaced, the legal guarantee of conformity shall be renewed for a period of two years from the date on which the good is replaced. The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in return for the return of the goods, if: The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods; The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity. The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the defect of conformity is so serious that it justifies the reduction in price or rescission of the contract being immediate. The consumer is then not obliged to request repair or replacement of the goods beforehand. The consumer shall not be entitled to rescind the sale if the lack of conformity is minor. Any period of immobilisation of the goods for the purpose of repair or replacement shall suspend the guarantee that was still running until the goods were delivered in good condition. "he rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code. The seller who hinders the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code). The consumer also benefits from the legal guarantee for hidden defects under Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept or to a full refund in return for the return of the goods.

- additional benefits: (i) a Contractual warranty of the Vehicle covering any duly observed defect of the Vehicle warranty; (ii) an Anti-corrosion warranty and a Paint warranty, the full-text versions of which are summarised in the Service and Guarantee sheet given to the Customer upon delivery of the Vehicle.

# 10. AVAILABILITY OF REPLACEMENT PARTS

The replacement parts required for the use of the Vehicle are available for sale for a period of ten years from the date of delivery of the Vehicle subject to this Contract 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 Customer in the event where he/she will not be able to provide the concerned part during this period.

This provision constitutes information which are in compliance with the provisions of Article L. 111-4 of the French consumer code.

# 11. ABSENCE OF CONTRACT FORMATION - CANCELLATION - TERMINATION

# 11.1. Cancellation

11.1.1 The Contract will be automatically cancelled and the price will be refunded to the Customer, legal interests will be increased if necessary if, in the case of a sale and an online payment, the Customer exercises his right of withdrawal within 14 days after the delivery of the Vehicle.

11.1.2 In other cases, for any cancellation made no later than 31 days before the date of delivery of the vehicle specified in the front, no fees will be due.

For any cancellation made within 30 days before the date of the delivery, cancellation fees will be invoiced:

- 300 € if the vehicule is not registered yet
- 1 000 € if the vehicule is registered

If you subscribe to the "cancellation fees waiver" service, when creating the  $\ensuremath{\mathsf{TT}}$ 

Eurodrive contract (or if you amend pending order 31 days before delivery), any

 $order\ canceled\ before\ delivery,\ whatever\ the\ reason,\ will\ not\ generate\ any\ additional\ fees.$ 

To cancel this Contract, the Customer must contact either the Seller by telephone or the Seller's representative.

The Seller will refund the price paid by the Customer after deduction and cancellation charges, if any.

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#### 11.2. Termination

11.2.1 The Customer may terminate the Contract and be refunded of the price along with legal interests, via e-mail or by letter If no mobility solution is offered to the Customer if the Vehicle cannot be delivered.

11.2.2. The Seller may terminate the Contract via e-mail or letter and retain as compensation the price paid by the Customer if:

- the Customer did not pay the price of the Vehicle on the delivery date;
- the Customer has not actually taken delivery of the Vehicle ordered at the end of the aforementioned period, and after payment of the price.

When, at the expiry of the aforementioned period, the Customer has not actually taken delivery of the Vehicle o, the risks that the Vehicle can incur will be borne by the Customer until the effective date of termination.

The termination of the Contract will result in the termination of the insurance policy described in Article 4 for any reason.

#### 12. PRIVACY

The use of the Vehicle may enable the Seller to collect certain personal data. Personal data are data that directly or indirectly identifies an individual. The collected data are considered and treated as personal data as defined by the European and French regulations by the Seller, who is responsible for processing these data as defined by these regulations.

By signing this Contract, the Customer acknowledges that the use of the Vehicle may require the collection and processing of personal data by the Seller, if necessary, resulting in geo-localization, for the purposes described below. The Customer accepts it explicitly.

#### 12.1. Purpose

The personal data that are collected from the Customer when he/she places his/her order and in the case of Vehicle usage are essential to manage his/her relationship with the Seller as part of providing connected services and especially:

- in order to be able to offer new services and products;
- to provide the Customer with a range of services and information related to their requirements;
- to register for various technical information on Vehicle operation;
- to remote start certain Vehicle functions.

#### 12.2. Safety/Confidentiality

Personal details are confidential and are processed and saved as such.

The Seller implements appropriate safety measurements in the current state of regulation in force in order to protect the personal data that he/she handles.

All the information collected by the Seller are stored in secure servers.

However, in case of transmission over communication networks, the Seller cannot ensure absolute safety. In fact, although the Seller implements all means possible to protect the personal data, he/she cannot ensure that the communications are not intercepted. When the connected services are accessed using a password, the Seller asks the Customer not to share the password with anyone and thus keep it confidential. The Customer is responsible for his/her password and the preservation of confidential data from the later.

# 12.3. Duration of retention of personal data

The personal data collected from the Customer in relation to the use of the Vehicle will be retained for the entire duration of the contractual relationship, after which they will be destroyed or made anonymous.

However, the data linked to geo-location will be erased/made anonymous after delivering the service.

# 12.4. Recipients of personal data

Personal data can be communicated to the Seller, his/her subsidiaries, members of his/her commercial network, as well as to any third party who has a commercial relation with the Seller bound by a confidentiality agreement, located in and outside the European Union.

The Seller can also communicate these personal data to an authorised third party in the event that he/she is obliged to disclose it due to any legal obligation, for the purpose of enforcing or securing this Contract.

 $The \ Customer \ has the right to \ access these \ information from \ our \ services \ and \ the \ Customer \ Complaints \ Service \ of \ the \ Seller.$ 

# 12.5. Information for end users

The Customer is committed to inform, prior to the use of the Vehicle, any user of the following:

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

# 12.6. Customer Rights

In compliance with Articles 38, 39 and 40 of the French law "Information Technology and Liberties" no. 78-17 dated January 6, 1978 as modified by law no. 2004-801 dated\*

August 6, 2004, simply by providing his/her proof of identity, the Customer has the right to access and correct the data concerning him/her as well as the right to oppose the data concerning him/her that is being processed by addressing the

# Customer Relations Department of RENAULT SAS 92109 Boulogne-Billancourt Cedex.

## 12.7. Geo-localization

Since the uploading of his/her personal data can result in geo-localization, the Customer can oppose to their uploading process on the "www.tteurodrive.com" website and on his/her Smartphone. The Customer can also reactivate this geo-localization under the same terms.

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## 13. APPLICABLE LAW-LITIGATION

The Contract is under French law.

In case of litigation between Parties, the Parties shall endeavour to find an amicable solution.

In the absence of an amicable agreement with the Customer Complaints Service and/or the concerned help Service, the consumer Customer has the option of filing a complaint with the following mediator: Médiation Cmfm, 93/95 Avenue du Général Leclerc, 75014 Paris or through internet www.mediationcmfm.fr.

In the event of any dispute relating to the implementation of this Contract, the French courts will be the sole jurisdiction:

"I, the undersigned, acknowledge that I have completely read the provisions stipulated above."

#### Right of withdrawal

In case of an online or via phone sale, you have the right to withdraw this Contract without giving any reason within a period of 14 days, including public holidays, from the time of receipt of the vehicle.

To exercise the right of withdrawal, you must notify Renault of your decision to withdraw from this Contract by means of a clear statement (for example, letter sent by post, fax or e-mail). You can use the model withdrawal form given below but it is not mandatory.

In order to respect the withdrawal period, it would be sufficient if you send your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### WITHDRAWAL FORM

(Please fill and send this form only if you wish to withdraw the Contract.)

# Conditions:

- fill and sign this form,
- send it via registered post with acknowledgement of receipt
- use the address provided on the backside,
- send it not later than the 14th day after the receipt of the vehicle, or if this period should expire on a Saturday, a Sunday or a public holiday or other non-working day then it will be extended to the first working day thereafter.

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e order:			•••••	
he Customer :		• • • • • • • • • • • • • • • • • • • •	•••••	
f the Customer :			••••••	
		•••••		
t	ne order: the Customer : of the Customer :	the Customer :	the Customer :	the Customer :

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# GENERAL TERMS AND CONDITIONS OF SALE OF THE CONNECTED SERVICES

#### 1. PURPOSE

Depending on the model and the features, certain RENAULT vehicles can benefit from various Connected Services.

The purpose of these General Terms and Conditions of Sale and Use is to frame the sale of Connected Services by Local representative.

#### 2. DEFINITIONS

"Connected Services" means the digital services that enable the Customer to enjoy the functionalities provided by RENAULT, in its capacity of manufacturer, or by a third party, which improve the Customer's experience/relationship with and quality of service from RENAULT. By means of onboard connectivity in the Vehicle, or through means of mobile electronic communication, these services need the Vehicle to be connected to an external ecosystem.

Connected Services include services for the benefit of the Customer or a user of the Vehicle, for example:

- services that enable the Vehicle to be controlled remotely, automatically update the Vehicle, or even that provide in-Vehicle entertainment,
- driver assistance or navigation services,
- services that can improve and provide various forms of mobility,
- services that have to be rolled out as a result of a statutory or regulatory obligation.

Connected Services are used in the Vehicle or via a smartphone or tablet based application that interacts with the Vehicle, and require the Customer to subscribe a Contract. Their duration can be for a fixed or indefinite period of time.

In the Vehicle, they can take the form of a native functionality or of an application launched using the onboard screens.

"Contract" means all the contractual conditions, comprising these GTCs govern the Connected Services.

"Customer" means the natural person which subscribes to the Connected Services, as the owner of the Vehicle.

"Customer Relations Department" means the Customer support service available on following number: 01 70 48 92 58 - assistance.multimedia@renault.com.

"Local representative" means the seller acting on behalf of RENAULT.

"Easy Link" means the Easy Link multimedia system that is embedded in the Vehicle and that enables the Customer to access the Connected Services from the Vehicle.

"General Terms & Conditions of Sale" (or "GTCs") means these contractual terms between the Customer and the Local representative, which detail the legal terms for the sale and supply of the Connected Services.

"Google Applications" means the applications published by Google, which can be downloaded from Google Play in the multimedia screen in Vehicles that are equipped with openR link.

"Google built-in" means the services developed by Google and made available to users by RENAULT from a technical platform developed by RENAULT. Access to Google depends on the level of equipment of the Vehicles that are equipped with openR link.

"Multimedia System" means the user-machine interface that is present in the Vehicle, which takes the form of a screen that can be operated by the Customer. It may include the following functionalities, in particular:

- an operating system,
- a navigation aid that provides navigation while driving (a functionality that is sometimes missing from some multimedia systems),
- functionalities for listening to the radio or to music,
- a Bluetooth kit for managing calls and contacts,
- an application for managing the vehicle equipment, such as the rear-view camera and the onboard computer, including energy data, fuel consumption, battery charge levels, etc.,
- voice recognition, which enables the functionalities to be operated using vocal commands,
- in some cases, access to online stores in order to browse the catalogue of Connected Services.

"My Renault" means the Customer's account on the "My Renault" website or on the "My Renault" mobile application that can be downloaded from App Store and Google Play platforms. My Renault makes it possible to streamline and optimise the use and maintenance of the Customer's Vehicle, or to use via the mobile application certain Connected Services that have been activated on the Vehicle.

"openR link" means the openR link multimedia system that is embedded in the Vehicle and that enables the Customer to access the Connected Services from the Vehicle.

"Personal Data" means all information concerning an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Proprietary Connected Services": refers to digital services allowing the Customer to benefit of features provided by RENAULT or by a third party, whose main objective is to ensure the proper functioning of the Vehicle during its life cycle.

"RENAULT" means the RENAULT sas legal entity, French Corporation, registered under number B 780 129 987 with principal offices located at 122-122 bis avenue du Général Leclerc – 92100 Boulogne Billancourt – France, which designs, develops and manufactures the Vehicles

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sold by the Local representative.

"Third-Party Terms of Use" means the contractual terms accessible on-board agreed between (i) the Customer and (ii) the developer of a service, a Google Application or a Google built-in, which govern the terms and conditions of the use thereof.

"Vehicle(s)" means the RENAULT vehicle(s) that are equipped with Connected Services without any Multimedia System or supported by an Easy Link or openR link Multimedia System, depending on the Vehicle generation.

# 3. PROVISION OF THE CONNECTED SERVICES

Depending on the model and features of the Vehicle, Connected Services are included in the sale of the Vehicle ("standard features").

Renault reserves the right to change the duration of a Connected Services to no longer offer it as standard features.

 $\label{prop:contraction} A vailability of Standard features depends on the country, model, and version in question:$ 

# - Easy link Multimedia System:

SERVICES	DESCRIPTION
Emergency Call	This service is a regulatory requirement in Europe. In the event of an accident, the Vehicle sends a distress call either automatically or when a button on the roof of the passenger compartment is pressed. Vehicle data is shared automatically with the call centre to speed up rescue at the scene of the accident.
Intelligence Speed Assist (ISA)	This service results from a regulatory obligation in Europe, Turkey and Israel. It informs the Customer, by means of an audible and visual alert on the dashboard, when he or she is exceeding the authorized speed limit on the road. Regular updating of speed limits is recommended.
Renault Assistance Call	This service allows drivers to call Renault Assistance directly from their Vehicle in the event of a breakdown. The Vehicle's location and technical details are automatically transferred during the call.
System updates	This service allows certain Vehicle software to be updated using Over The Air technology.
Map updates	This service uses Over The Air technology to ensure mapping remains constantly up-to-date. Updates to the map of the usual country are performed via the servers.
Smart Navigation	This service pack uses the TomTom services to provide real-time traffic information, danger zones, weather along the route, as well as details of service stations and fuel prices. The Google Search function also allows addresses and points of interest to be searched using keywords. Door-to-door navigation allows the Vehicle to be located using the My Renault application, a route to be sent from the My Renault application to the Vehicle's easy link screen, and for the route to be recovered directly by the My Renault application for the journey on foot to the final destination.
Remote Car Dashboard Pack	This service pack allows Customers to consult various information about their Vehicle via the My Renault application on their smartphone: total mileage, Vehicle location, range in miles/kilometers, and tyre pressure
Unlock Warning	This service enables the Customer to be informed, via the My Renault app, of the locking status of the doors of the Vehicle to which the Customer's smartphone is paired. It also sends an alert via notification to the Customer's smartphone (provided that the Customer accepts the notifications sent by the MyR app), if the Vehicle is parked, in an area covered by the wireless telephone network, with its doors unlocked.

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# - OpenR link Multimedia System:

SERVICES	DESCRIPTION
Emergency call	This service is a regulatory requirement in Europe. In the event of an accident, the Vehicle sends a distress call either automatically or when a button on the roof of the passenger compartment is pressed. Vehicle data is shared automatically with the call centre to speed up rescue at the scene of the accident.
Intelligent Speed Assist (ISA)	This service results from a regulatory obligation in Europe, Turkey and Israel. It informs the Customer, by means of an audible and visual alert on the dashboard, when he or she is exceeding the authorized speed limit on the road.
System updates	This service allows certain Vehicle software to be updated using Over The Air technology.
Navigation Pack	This pack includes access via the Vehicle's openR link central screen and dashboard to the Google Maps application for navigation, the Google Assistant application enabling voice control of navigation, Vehicle functions, and allows other information to be obtained without the driver taking their eyes off the road. It also allows applications to be downloaded from Google Play into the Vehicle's central openR link screen.
Infotainment pack	This pack includes access via the Vehicle's openR link central screen to applications downloaded from Google Play such as media, audio streaming, and other applications.
Remote control pack	This pack provides the following features: - allows Customers to consult various information about their Vehicle via the My Renault application on their smartphone: total mileage, location of the Vehicle, - remote control of the Vehicle using the My Renault application: activation of the Vehicle's horn or headlights to locate it in a Vehicle park and for electric Vehicles.
Connected Driving Pack	This service pack provides the Vehicle with additional contextual information about the route (curves, speed limits, roundabouts, etc.)  - cruise control adjusts the Vehicle's speed to the road environment without any action required on the part of the user,  - increases the accuracy of the speed limit displayed on the dashboard,  - informs the driver when he needs to take his foot off the accelerator in order to enter a situation at an appropriate speed with the aim of saving fuel.
Unlock Warning	This service enables the Customer to be informed, via the My Renault app, of the locking status of the doors of the Vehicle to which the Customer's smartphone is paired. It also sends an alert via notification to the Customer's smartphone (provided that the Customer accepts the notifications sent by the MyR app), if the Vehicle is parked, in an area covered by the wireless telephone network, with its doors unlocked.

It is understood that the Connected Services can be provided by RENAULT or/and third parties. When provided by a third party, it may require the Customer to accept its Third-Party Terms of Use which are submitted to him at the first use of the Connected Service.

# 4. PRICES - TERMS OF PAYMENT

The price of Connected Services is included in the Vehicle purchase price.

# 5. ACTIVATION AND EVOLUTION OF THE CONNECTED SERVICES

In order to function, the Connected Services require a connection via the Vehicle's cellular network.

All Vehicles equipped with Connected Services are delivered with a connection module that provides access to the connected functionalities.

Depending on the generations and models, Vehicles have connected active capabilities upon leaving the factory or at the time of delivery, in order to ensure the functioning of certain RENAULT services.

For the installation of some of Connected Services, a specific activation operation is necessary in the Vehicle.

# 5.1 Activation process

 $The \ process \ to \ initiate \ the \ activation \ operation \ depends \ on \ the \ type \ of \ Multimedia \ System \ that \ is \ embedded \ in \ the \ Vehicle.$ 

5.1.1 Activation process: Easy Link

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When the Customer has consented thereto by signing the specific box at the end of these GTCs, the Connected Services will be activated out manually by the Customer from the Vehicle's multimedia screen or automatically.

However, in the event of an activation failure before, RENAULT reserves the possibility of activating the Services automatically after delivery.

## 5.1.3 Activation process: openR link

The Connected Services activation operation will be carried out manually by the Customer from the multimedia screen of the Vehicle.

However, in the event of an activation failure at the time of delivery, RENAULT reserves the possibility of activating the Connected Services automatically after delivery.

Moreover, where this is possible as a result of the Vehicle configuration, accessibility to Google built-in requires at least a creation of account with the various RENAULT partners involved as indicated below:

- Creation of a Google Account

To benefit from all the Google built-in functionalities (Google Maps, Google Assistant and Google Play), the Customer will have to enter his/her Google Account information.

A Google Account can be created using the account creation procedure that is detailed on www.google.fr and under the terms defined by Google, and to be agreed by the Customer.

In order to access immediately all the functionalities, it is recommended that the Customer creates a Google Account before taking delivery of his/her Vehicle.

- Creation of a specific account with the mobile network operator Orange

The creation of a specific account with the mobile network operator Orange is required in order for the Customer to be able to use Google Applications.

In order to use in the Vehicle the applications downloaded from Google Play, it is recommended that the Customer creates an Orange account before taking delivery of his/her Vehicle.

The Customer can set up an Orange account using the account creation procedure detailed on https://internetonthemove.orange-business.com/renault/, which the Customer will be able to access via his/her My Renault.

In addition to the fact that it enables the Customer to access the aforementioned services, signing in to his/her Orange account means that the Customer can monitor his/her data daily use and, if he/she so wishes, purchase a data plan from Orange at the end of the contractual free period.

5.1.3 Activation process for Vehicles with no Multimedia System

The Customer can perform the activation operation from his/her mobile phone, using the My Renault application.

# 5.2 Effects of the activation: access to the Connected Services

The Connected Services can be accessed exclusively or simultaneously via My Renault or via the onboard multimedia system screen that is embedded in the Vehicle.

Where they are accessible via My Renault, they first require :

- the Customer to log in to his/her My Renault account, or, if he/she does not have one, to create a My Renault account using the website or the My Renault application registration form
- the Customer's Vehicle to be synced with his/her My Renault account, in order to then be able to access said Connected Services.

For the Connected Services to function correctly, the Customer must use them in accordance with the conditions listed in Article 10.1.

# 5.3 Multimedia System updates and evolution of the Connected Services

# 5.3.1 Multimedia System updates

Depending on the Multimedia System concerned, updates may be installed from time to time to correct any bugs or to meet new statutory or regulatory requirements.

Where necessary, they will be installed after notifying the Customer and in accordance with the process described in the Vehicle owner's manual.

## 5.3.2 Evolution of the Connected Services

The Customer is informed that, given the electronic nature of the Connected Services, changes may be made from time to time, in particular (i) to offer one or more additional functionalities, (ii) meet new statutory or regulatory requirements, or (iii) to correct bugs that may occasionally arise.

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#### 6. DURATION OF THE CONNECTED SERVICES

Depending on the Vehicle model and features, the Connected Services will be accessible for a duration of minimum three months to maximum 14 years, subject to the terms and conditions that govern the cancellation, termination or suspension of access to the Connected Services, as detailed below.

Save in exceptional cases, the Connected Services will enter into effect on the date of activation of the Connected Services on the Vehicle.

At any time, the Customer can check the duration and the date of the expiration of his/her Connected Services by logging in to his/her My Renault account.

#### 7. CANCELLATION / TERMINATION

#### 7.1 Cancellation

When the Customer is unable, for technical reasons, to benefit from the Connected Services within 72 hours following the delivery or activation on the Vehicle and the Customer Relations Department is unable to fix the problem, the Customer shall have the right to request cancellation of the Contract.

#### 7.2 Termination

With the exception of services whose deployment results from a legal or regulatory obligation, the Customer is entitled to terminate, at any time, the Contract, by contacting the Customer Relations Department.

## 8. GEOGRAPHICAL SCOPE OF THE CONNECTED SERVICES PACKAGES AND OF INDIVIDUAL CONNECTED SERVICES

The functional Connected Services will be those of the country where the package was purchased.

When traveling to a destination country, distinct from the country of subscription, only the Connected Services also available in this destination country will be accessible.

# 9. IMPACTS IN CASE OF ONLINE SALES OF THE VEHICLE EQUIPPED WITH CONNECTED SERVICES

When the Customer concluded an online contract sale of the Vehicle equipped with Connected Services, in accordance with the provisions of Article L 121-28 of the French Consumer Code (Code de la Consommation), the Customer will not benefit from a right of withdrawal for the Connected Services, which the Customer acknowledges and accepts.

If the sale contract for the Vehicle is withdrawn, the sale contract for the Connected Services will be cancelled automatically. The Customer will not have the right to any form of indemnity.

## 10. CUSTOMER'S OBLIGATIONS

# 10.1 Use of the Connected Services

The Customer undertakes, in his/her own right and on behalf of all users of his/her Vehicle:

- to use the Connected Services they subscribe normally, in a way that does not breach the laws and regulations in force, or infringe third-party rights or in a way that is detrimental to Local representative, and RENAULT's interests
- not to compromise the integrity of the Multimedia System, the connectivity module, or the applications used in the Multimedia System

The Customer shall be fully liable for the use of the Connected Services and for all use made of the data and information received via the Connected Services.

# 10.2 Obligation to inform all Vehicle users

The Customer acknowledges that he/she has a duty to inform other users of his/her Vehicle of the rights and obligations contained in these GTCs, and in particular those that result from the provisions concerning the protection of personal data, of which the Customer was directly informed through Article 13 below, as well as of the GTCs that are specific to the Connected Services provided by third parties.

In particular, the Customer undertakes to inform all users of his/her Vehicle of the possibility of deactivating the vehicle data sharing.

# 10.3 Obligations in the event of the sale of the Vehicle

With the aim of safeguarding his/her personal data and that of the purchaser of his/her Vehicle, when a Customer sells his/her Vehicle, the Customer undertakes:

- to delete his/her Vehicle from his/her My Renault account, in order to cancel syncing between his/her Vehicle and his/her My Renault account,
- to erase the onboard data from his/her Vehicle prior to the sale, in accordance with the instructions that can be found in the Vehicle owner's manual.
- to inform Renault in case of change of ownership by contacting Customer Relations Department.

Once the desyncing has been made, if his/her so wishes, the Customer can contact the Customer Relations Department in order to ensure that the desyncing has in fact taken effect.

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## 11. LIMITATIONS ON CONNECTED SERVICES - LIABILITY

### 11.1 Geographical limitation

Even if the Connected Services are technically available, they will only be accessible when the Vehicle is located in a relevant geographical coverage zone for the Vehicle's integrated connectivity module.

#### 11.2 Technical limitation

Within the limit of the applicable laws and regulations, RENAULT and, the Local representative do not provide any explicit or implicit warranty concerning, the access, the speed and/or the performance of the Connected Services.

In particular, within the coverage zone, access to the Connected Services may be momentarily and periodically suspended or interrupted at any time for technical reasons.

## 11.3 Liability

RENAULT takes all precautions, in accordance with industry best practices, to ensure that the Connected Services function correctly, but cannot guarantee that they are exempt from errors and anomalies or that they are immune to hacks or infection, in particular by viruses, which may lead to malfunctions, interruptions, outages or losses of data or information.

In any event, RENAULT shall thus be exempted from all liability:

- in the event that the Customer fails to comply with the provisions of these GTCs;
- in the event of failure to comply with the Terms of Use that are specific to the Connected Services that are developed by third parties;
- in the event that the Connected Services malfunction for a reason, whether voluntary or involuntary, that is attributable to the Customer or to a third party:
- in the event of a change in the law or local regulations that totally or partially impacts the functioning of the Connected Services.

RENAULT is not responsible for the content of third-party Connected Services.

#### 12. GUARANTEE - MALFUNCTIONS THAT AFFECT THE CONNECTED SERVICES

The conditions of this GTCs do not affect the rights of consumers as provided for in article L 224-25-1 and subsequent of the French Consumer Code.

Customer who is unable to use the Connected Services for technical reason is requested to consult the information available on the site www.renault or via My Renault. The Customer can also contact the Customer Relations Department, which will analyse his/her case in order to correct the malfunction.

## 13. PROTECTION OF PERSONAL DATA

13.1 RENAULT, as a manufacturer of motor vehicles, is required to collect and process, as data controller, Customer's personal data for the purposes of providing and managing the standard and optional services available with the Vehicle, including the Connected Services detailed above, as well to comply with its legal and regulatory obligations (for example the Emergency Call service) to provide Customers with an optimized driving experience while ensuring safety.

In this respect, Customers are informed that the provision of certain standard or optional Connected Services requires that geolocation data be collected. RENAULT gives great importance to the confidentiality and security of such geolocation data. As such, said location data is collected and stored only when necessary for the performance of the requested Connected Service. Whenever the use and processing of geolocation data is based on consent (e.g. in the context of improving products and services or developing intelligent mobility services), the Customer's consent is specifically requested from the My Renault application and/or on the Vehicle Multimedia System.

Customers may obtain detailed information on the processing carried out by RENAULT, in particular the data processed, the applicable legal grounds for said processing, the recipients of said data, the retention periods for the data and information on any data transfers outside the European Economic Area, either by consulting the Personal Data Protection Policy available at the following URL address: https://www.renault.fr/donnees-personnelles.html, which includes in particular a section dedicated to the Connected Services.

In accordance with the law, Customers have the right to access, rectify, erase, limit the processing of, and object to the processing of their data, as well as the right to data portability under the conditions provided for under the applicable regulations on personal data protection as set out in the Personal Data Protection Policy. Customers may also give general or specific instructions on what to do with their personal data in the event of their death.

Customers may also, at any time and without having to justify for their request, object to their data being used for commercial prospecting purposes.

 $Customers\ can\ exercise\ their\ rights,\ as\ well\ as\ contact\ Renault\ entity\ Data\ Protection\ Officer,\ in\ the\ following\ ways:$ 

- using the request form for exercising rights available on the Renault website  $\,$  or  $\,$
- using the My Renault mobile application or
- by mail to the address: [ isabelle.le-vot@renault.com

Customers has the right to lodge complaints with the Commission Nationale de l'Informatique et des Libertés (CNIL), the supervisory authority in charge of compliance with personal data obligations in France.

In any case, whenever RENAULT collects, processes and stores Customer personal data, this is done in strict compliance with the applicable legal and regulatory provisions and especially with the General Data Protection Regulation of April 27, 2016, which came into force on May 25, 2018 on the territory of the European Union, as well as with Act No. 78-17 of January 6, 1978 on information technology, files and civil liberties, as amended, as well as with any other legislation that may apply to the processing of such data.

Finally, the Customer is advised that the provision of certain Connected Services requires the processing of personal data by third parties such as Google and Orange. If the Customer uses services and applications offered by these third parties, they should refer to the relevant personal

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data protection policy in order to be aware of the conditions relating to the processing of said data and, if necessary, to exercise their rights with them

**13.2** Depending on their equipment, the Vehicles are equipped with different systems for managing the collection of personal data of the Customer and/or any user of the Vehicle for the purposes of providing the Connected Services (with the exception of the use and sharing of necessary data for RENAULT to comply with its legal obligations):

- for Vehicles equipped with a Multimedia System: the expression of choices from the screen and a drop-down menu if required,
- for Vehicles without a Multimedia System: the expression of choices from the screen and a drop-down menu if required.

The Customer, or any user of the Vehicle, may at any time withdraw or suspend the collection of their personal data for the processing of personal data relating to the use of the Vehicle for the Connected Services. It is specified that with regard to the Owner Connected Services, as defined above, only the Customer has the right to authorize or suspend the processing of the corresponding personal data.

## 14. CYBER SECURITY

Technical information from the Vehicle's onboard systems and the Connected Services is analysed using cyber security incident detection mechanisms.

A cyber security incident is defined as an event that compromises the availability, the confidentiality or the integrity of the Vehicle information, of its onboard or offboard systems, of the data and/or of the Connected Services. This includes, in particular (this list is not exhaustive):

- Attempts (unsuccessful or successful) to obtain unauthorised access to a system or to its data;
- Unauthorised use of a system for the processing or storage of data;
- Changes made to the features of the software installed on the onboard system unbeknown to RENAULT, without RENAULT's consent or any instructions from RENAULT to this end;
- Changes made to the Connected Services unbeknown to RENAULT, without RENAULT's consent or any instructions from RENAULT to this end

RENAULT ensures that its knowledge of existing threats is kept up to date. However, given the constant evolution of these threats, RENAULT cannot guarantee the detection of all undesirable events that may trigger a cyber security incident.

If there is a risk of a cybersecurity incident, RENAULT reserves the right :

- to take all action it deems necessary in order to limit the impact thereof on the Vehicle, the Connected Services and the Customer, including, if necessary, the suspension of certain services or requests for the Customer to take certain actions with regard to his/her Vehicle;
- to use the most appropriate communication channel in light of the potential risks, in particular of risks that could impact the physical integrity or the protection of Customer personal data.

In all cases, in the event that Customer action is necessary in order to limit the impact of a confirmed cyber security incident, RENAULT cannot be held liable if the Customer does not comply with the instructions provided by RENAULT within the allotted time-limit. Moreover, the Customer's liability may be triggered under certain circumstances, in particular in the event of an accident.

## 15. NOTIFICATIONS

Periodic notifications may be issued concerning the functioning of certain Connected Services.

# **16. INTELLECTUAL PROPERTY**

The software, interfaces and contents, regardless of the type (images, sounds, videos, databases, etc.) of the Connected Services are either the property of RENAULT, or the property of third-party developers.

They are protected by intellectual and/or industrial property rights, which means that any unlawful use thereof by a Customer renders that Customer liable to civil and/or criminal penalties on the basis of infringement of intellectual property rights.

The Customer acknowledges that he/she does not hold any intellectual or industrial property right to all or part of the Connected Services, or to all or part of the contents of the Connected Services.

The Customer is only authorised to use the Connected Services for personal, non-commercial purposes, within the scope of a non-exclusive, non-transferable licence, to the strict extent that is necessary for the use thereof.

The Customer is not authorised to copy, adapt, digitise, reproduce, distribute, circulate, sub-license, sell, rent, modify, publish, assign or create derivative works on the basis of all or part of the Connected Services.

The Customer moreover acknowledges that he cannot circumvent, withdraw, override or modify the Connected Services' security measures and that he/she cannot under any circumstances delete the copyright notices for the Connected Services.

## 17. FORCE MAJEURE

The Connected Services may be interrupted in the event of force majeure, such as a partial or total malfunction that results from disturbances to or interruptions of the means of electronic communication provided by telecommunications operators, or in the event of orders from the public authorities that impose the total or partial suspension of the mobile telephone operator that is necessary for the functioning of the Services

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## 18. APPLICABLE LAW / DISPUTES

**18.1** These GTCs are exclusively governed by French law.

**18.2** In event of a dispute between the Customer and RENAULT, said parties shall endeavour to find an amicable solution (the Customer shall send a written claim to RENAULT's Customer Relations Department).

Absent an amicable agreement with the Customer Relations Department, the Customer, who is a consumer within the meaning of Article L.133-4 of the French Consumer Code, has the possibility of referring the matter, free of charge and if a disagreement continues, to a mediator chosen from the list of mediators drawn up by the Consumer Mediation Audit and Oversight Committee, pursuant to Article L.615-1 of the French Consumer Code, namely:

- the relevant RENAULT Mediator for resolving disputes for which RENAULT is liable (e.g., definition of the services) by sending the Mediator a letter to the following address: Médiation Cmfm, 93/95 Avenue du Général Leclerc, 75014 Paris or via the Mediator's website www.mediationcmfm.fr.

If the Customer resides in the European Union, the Customer also has the possibility, in particular and primarily for claims in connection with an online purchase, to use an online dispute resolution platform for the services provided by European Union undertakings (European Online Dispute Resolution (ODR) Platform), which is made available to all European citizens by the European Commission at the following URL: http://ec.europa.eu/consumers/odr

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The "EURODRIVE ASSISTANCE" cover is an integral part of the TT EURODRIVE package in addition to the Renault / Dacia manufacturer's assistance warranty. It is insured and implemented by Renault Eurodrive under the name "TT EURODRIVE ASSISTANCE" under the roadside assistance cover.

## **ASSISTANCE SERVICES:**

The services will be provided in the event of accident, theft, attempted theft or breakdown, flat tyre, loss, theft or breakage of keys, fuel failure or fuel error.

- For flat tyre, the cover is automatic if the vehicle is equipped with a tyre inflation kit which comply with current regulations.
- For non immobilising safety breakdown, only the main benefits will be provided under this agreement.

#### 1) MAIN BENEFITS:

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

## 1.1. Roadside assistance / towing:

TT 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 and abroad, the vehicle will be towed to the nearest Renault/Dacia repairer designated by TT EURODRIVE ASSISTANCE.

#### 2) ADDITIONAL BENEFITS (WITH THE EXCEPTION OF NON IMMOBILISING SAFETY BREAKDOWNS):

- 2.1. If the vehicle is unavailable or off the road for more than 6 hours, you may select one of the following options:
- 2.1.1 TT EURODRIVE ASSISTANCE will provide you with, in case of vehicle breakdown, a hire vehicle equivalent at the most to the category of the vehicle which is off the road, for the period that the vehicle is off the road, subject to local availability. The hire vehicle must be dropped off to the origin agency. The repaired vehicle will deliver to you by TT EURODRIVE. You must pick up your repaired vehicle, if you refuse the delivery under 24 hours, you will pay the hire vehicle costs until you will recover your repaired vehicle in the repairer (including the costs of guarding the vehicle)

No compensation can be claimed for the continuation of the journey due to the immobilisation of the vehicle.

- 2.1.2 If you wish to wait for your vehicle to be repaired on the spot, TT EURODRIVE ASSISTANCE will contribute to your hotel expenses up to a limit of  $\leq$ 65 per night and per beneficiary for up to 10 nights. you will be required to pay for any bar, restaurant and telephone costs as well as any incidental costs. This benefit cannot be combined with the benefit referred to in article 2.1.1.
- 2.2. In the event of an incident (accident, theft, attempted theft or breakdown) you may select one of the following options:
- 2.2.1 TT EURODRIVE ASSISTANCE will provide you, for a maximum of 21 days in France and 30 days abroad, with a hire vehicle equivalent at the most to the category of the vehicle which is off the road, subject to local availability.

The hire vehicle can be dropped off in another agency.

The hire term is limited to the number of days remaining in the TT EURODRIVE agreement you will pay for any amount over and above this during as well as fuel costs and other costs (tolls, parking).

2.2.2 If you wish to remain on the spot, TT EURODRIVE ASSISTANCE will contribute to your hotel expenses up to €65 per night and per beneficiary. The number of days is limited to 10 days.

You will be required to pay for any bar, restaurant and telephone costs as well as any incidental costs.

This benefit cannot be combined with the benefit referred to in article 2.1.1.

The services defined above are applicable for the duration of the TT Eurodrive agreement in Mainland France and in the following countries: Germany, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus (greek side), Croatia, Denmark, Spain, Estonia, Finland, Gibraltar, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lituania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, San Marino, Slovakia, Slovenia, Sweden, Switzerland, the Vatican.

# Service performance terms:

TT 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. Services which have not been organised or agreed beforehand by TT EURODRIVE ASSISTANCE shall not give rise to any refunds or compensation.

If TT 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, the EURODRIVE vehicle insurance is transferred in full to the hire vehicle; if you want an additional insurance (in particular for the excess) or other services provided by the rental company, they will be at your expense.

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## **Exclusions:**

## Exclusions are documented in the TT EURODRIVE General Terms and Conditions. Here is a non-exhaustive list:

- Fuel shortage,
- ADBLUE absence,
- Obvious misuse of the vehicle,
- Non-compliance with vehicle maintenance conditions as stipulated in the maintenance booklet,
- Damage and expenses incurred while using the vehicle outside the countries covered,
- Damage caused when the driver, at the time of the claim, is not of the required age or does not hold a valid driving licence as required by the current regulations,
- Stuck following the use of the vehicle on non-drivable roads,
- Incidents related to sporting competitions (rallies, trials, races),
- Immobilisation of the vehicle by the police,
- Accidents when the driver has a blood alcohol level above the legal limit, or has used substances or plants classified as narcotics that have not been medically prescribed, or refuses to submit to a drug test,
- Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities.

## The following will not be covered or reimbursed:

- Costs whitout original invoice document,
- Costs incurred by you for the issue of any official document,
- Fines relating to the hire vehicle
- Chains, snow tyres, hitches and trailers,
- Expenses incurred without the prior agreement of TT EURODRIVE ASSISTANCE

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#### INFORMATION NOTICE

Communicated in accordance with Article L 112-2 of the French Insurance Code

#### TT EURODRIVE INSURANCE

**RENAULT SAS** has taken out -with **XL Insurance Company SE**, a European public limited liability company registered in Ireland, Wolfe Tone House, Wolfe Tone Street, Dublin 1D01HP90 under registered number 641686, an insurance company authorized and regulated by the Central Bank of Ireland (www.centralbank.ie), French branch, 61 rue Mstislav Rostropovitch 75017 Paris, registered with the commercial registry of Paris under number 419 408 927- a Motor Fleet policy no FR00041253MO in order to cover TT EURODRIVE vehicles.

The contract guarantees shall take effect in the countries listed on the Green Card in force and for which the letters of nationality have not been crossed out, as well as in the territories and principalities governed by a bureau of a Green Card country: Gibraltar, Liechtenstein, Monaco, San Marino and the Vatican.

### **INSURANCE COVER SUMMARY**

## 1.DAMAGE TO THIRD PARTIES

#### 1a - Third party liability

- · Bodily injury: unlimited
- Material damages : up to 100.000.000 € by claim, with the sub-limits below :
  - Material damages by fire or explosion : up to 10.000.000 € per claim
  - Accidental material damages to the environment (accidental pollution): up to 10.000.000 € per claim
  - Material damages that occurred on an airport area: 1.300.000 € per claim
- Consequential immaterial damages to an insured accident : up to 10.000.000 € per claim

# 1b - Defense, recourse, 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.
- 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 €.
- Advance payment on reparation: this guarantee provides the owner of the insured vehicle with a 20.000 € 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

## 2.OWN VEHICLE DAMAGES

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 - Fire and explosion

Direct damage caused by fire, explosions, lightning and storms are covered. The guarantee covers the value of the insured vehicle established by an assessor on the day of the incident (see Chapter VII of the General Conditions). No deductible.

# 2b – Theft & attempted theft

Damage caused by the theft or attempted theft of the insured vehicle are covered. The guarantee covers the value of the insured vehicle established by an assessor on the day of the incident (see Chapter VII of the General Conditions). No deductible.

## 2c - Glass breakage (for vehicle less than 3,5 tons)

Damage to windows and glass or organic glass parts (windscreens, rear windows, side windows, door windows, lights, sunroofs) is covered. The guarantee covers replacement costs. No deductible.

# 2d - Accidental damages / Vandalism

- Collision between the insured vehicle and one or more other vehicles
- Impact between the insured vehicle and a fixed or mobile object

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- 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.

No deductible.

EXCLUSIONS: 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).

## 2e - Natural events

In accordance with Articles L 125-1 and L125-2 of the 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 deductible (380€ per claims).

#### 2f - Terrorist attacks

In accordance with Article L 126-2 of the Insurance Code, are covered direct material damage to goods caused by an attack or an act of terrorism (as defined in Articles 421-1 and 421-2 of the Penal Code) in France – this guarantee applies only when fire coverage is included in the policy.

No deductible.

# 2g - Technological disaster

In accordance with Article L 128-1 of Insurance Code, in the event of a technological disaster, the insurer repairs the vehicle when possible, or, if not, reimburse the replacement value of the vehicle on the local market (law no. 2003-699 of July 30, 2003 and Decree No. 2005-1466 of November 28, 2005). Note: this warranty will not apply when the vehicle is located in the zones defined by an approved technological risk prevention plan under the conditions set out in Article L.515-22 of the French Environment Code, EXCEPT THOSE EXISTING PRIOR TO THE PUBLICATION OF THIS PLAN.

#### 2h - Transfer of the Own vehicle damages guarantees to the replacement vehicle

# 3. PERSONAL ACCIDENT (PASSENGERS AND DRIVERS)

Covers all persons transported free of charge or driving the insured vehicle with the permission of the owner or the policyholder. Note: this compensation is paid in addition to any indemnities that may be paid under common law.

Amount of compensation:

- Benefit of 16.000 € in the event of death
- Benefit of 38.000 € for total permanent disability
- Medical costs provided in France : limited to 5.000 € per injured person

THIS DOCUMENT IS A SUMMARY OF YOUR INSURANCE COVERAGE. THE APPLICABLE GENERAL CONDITIONS, THE LEGAL PROTECTION ANNEX, AS WELL AS THE DETAILS OF YOUR RIGHTS AND OBLIGATIONS RELATING TO THE INSURANCE SUBSCRIBE ARE AVAILABLE VIA THE FOLLOWING LINK: SEE OTHER DOCUMENTS

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