

GENERAL TERMS & CONDITIONS OF RENTAL

GLOSSARY

"The Renter" means the lessee mentioned on the front of the rental contract.
"The Lessor" means TOGO CARS & TRUCKS SERVICES, a EUROPCAR franchisee.
"The Vehicle" - means a particular EUROPCAR Vehicle (PV) that is made available by the Lessor for the duration agreed in the rental contract. This rental is governed by these general conditions which appear in the appendix of the Rental Agreement.

OBJECT

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

1 - THE COMMITMENTS OF THE LESSOR

The Lessor undertakes to provide The Renter with the Vehicle in good working order with a full tank of fuel and, if applicable, the optional services provided. The Lessor declares that the Vehicle complies with the intended use and that it is without apparent damage, except those mentioned on the descriptive state of the rented Vehicle which is given to The Renter at the beginning of the rental. It is up to The Renter to have it noted, before his departure from the agency, any apparent defect that does not appear there. In the absence of a contradictory finding, the Vehicle is deemed to be free from any apparent damage, unless proven otherwise.

2 - THE OBLIGATIONS OF THE RENTER

2.1. Conditions of rental of a Vehicle: The Renter is designated on the Rental Agreement and must meet the following conditions:

- Minimum age required of The Renter: 21 years, with the exception of certain categories of vehicles for which the driver is mandatory, as indicated on the tariff document available in agency.
- The Renter must provide a full and valid Togolese or international driving license.
- Vehicle Category: The Renter is authorized to drive the categories of Vehicles as defined on his license, subject to the previously described conditions. Documents to be provided to rent a Vehicle: a driving license recognized by EUROPCAR and a valid identity card (if Togolese) or passport.

2.2. The Renter's responsibilities

2.2.1 Compliance with regulations and use of the vehicle with due diligence. The Renter undertakes to pay the rental price according to the agreed conditions and to compensate the Lessor for all fines and costs legally at his expense, resulting from violations of the Highway Code, which the latter has borne.

The Renter undertakes to use the vehicle in accordance with the Highway Code and any other regulations applicable in the authorized territories, as well as not to make abnormal use of it or contrary to its destination. The Renter undertakes to lock the vehicle outside the driving periods.

Any deterioration of the vehicle that has not been the subject of a declaration to the insurance within 48 hours or due to misuse by the driver will be the responsibility of The Renter.

2.2.2 Use of the vehicle:

The Renter is required to check the oil level of the vehicle every 1500 kms for VPs. He undertakes to report without delay to the Lessor any anomaly, malfunctions and breakdowns caused to the vehicle being rented.

He is required to call the lessor when approaching the mileage of the emptying (every 10,000 kms) The Renter must not use the rented vehicle to:

- be re-let
- the transport of persons for consideration
- the transport of a number of people greater than that indicated on the registration document
- commit an intentional offence

The Renter must carry out permanent maintenance of the interior and exterior of the vehicle.

2.2.3 The Renter has legal custody of the vehicle from the moment of delivery; he is therefore responsible for it.

The Renter undertakes never to leave the keys, papers and the Rental Agreement in aforementioned vehicle, outside the driving periods and to ensure that the doors are locked when leaving the vehicle.

He undertakes to park the rented vehicle in a secure place.

In case of loss of the keys and except in cases of force majeure, these will be invoiced to The Renter as well as, if necessary, the costs of repatriation of the Vehicle.

Any claim for apparent damage that has not been reported at the time of departure from the agency, can not be accepted. The Renter must return the vehicle in the condition in which he received it and, failing this, will be liable for damage noted on the departure condition of the vehicle under the conditions of Article 2.1.1 of these rental conditions.

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

From the discovery of the claim, The Renter will immediately inform the Lessor of the loss and file a complaint with the competent authorities; he will give the Lessor within 48 hours the receipt for filing the complaint and, in case of theft, the keys and papers of the Vehicle, except in cases of force majeure.

In case of break-in, from the end of the rental, any costs of restoration as well as the cost of immobilization, will be charge by the Renter.

In the event of infringements, in accordance with the principle of personality of penalties, The Renter is responsible for the offences committed during the rental period. The Contact Details of The Renter will be communicated to the competent authorities at their request.

In the event of an accident:

The Renter undertakes to immediately notify the police or gendarmerie authorities if there are any injuries.

Any accident and/or damage affecting the rented Vehicle must immediately be reported to the EUROPCAR fleet manager at **90 18 70 06/99 90 90 61**.

A police report, precise and legible must be given to the lessor as soon as possible.

Finally, The Renter with a copy of his valid driver's license undertakes to go to the insurer of the lessor to declare the circumstances of the accident.

3 – CASES OF EXCLUSION FROM INSURANCE

Any intentional damage, and any damage caused by drunk driving or under the influence of drugs or by driving out of the lanes intended for the circulation of Vehicles. Any damage caused by third parties during riots or demonstrations.

4 - DURATION OF THE RENTAL AND RETURN OF THE VEHICLE

4.1 Duration of the Rental : The duration of the rental is calculated in increments of 24 hours, non-splittable, from the time of availability of the Vehicle, as indicated on the front. The Renter has a maximum tolerance of 2 hours, beyond which an additional day will be charged. If The Renter wishes to keep the Vehicle beyond the period initially provided for in the Rental Agreement, or return it to an agency other than the one initially planned, he must imperatively obtain the prior agreement of the Lessor. The duration of the rental is that provided for in the Contract.

4.2 Return of the vehicle: The return of the Vehicle must be made to the agency and at the dates and times provided for in the Rental Agreement under penalty of civil and criminal legal proceedings. In case of impediment, The Renter must inform the Lessor, by any means and as soon as possible.

The rental ends with the return of the Vehicle, its keys and papers to the Counter of the Lessor; the return of the vehicle must be made during the opening hours of the agency or by appointment. Any vehicle returned outside opening hours and appointment times remains under the responsibility of The Renter; 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. The vehicle must be returned in the condition in which it was received.

If the vehicle is returned dirty, a cleaning fee of 10,000 F CFA will be charged.

In any case, The Renter remains the custodian of the vehicle and therefore responsible for traffic violations and damage caused to the vehicle, until the keys are returned and a contradictory statement on the condition of the vehicle is established. Any refusal to make the contradictory statement under the agreed conditions, entail acceptance by The Renter of the invoicing of any damage noted in his absence.

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

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

5 - RATES AND PAYMENT

The rental amount is calculated according to the rate stipulated in the Rental Agreement. The rate is determined according to the information provided by the renter before departure (duration, extra mileage). Any modification attributable to the renter may result in the application of a substitute rate.

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

If the Vehicle is not returned with the full tank, the lessor will charge the renter for the missing fuel at the national average litre price plus a Refueling charge of 10,000 F CFA.

The deposit is accepted only by VISA or MASTERCARD.

- It is blocked and then unlocked (but not charged) if it is made by credit card.
- For debit cards, the amount is debited from the account. After cancellation on the return of the vehicle, the Renter must take the steps with his bank to validate his return.

6 - TRAFFIC AREA

• Due to the state of security emergency decreed by the Togolese authorities in June 2022 following the risk of terrorist attacks, it is forbidden to travel to the savannah region. It is also forbidden to travel to areas considered red or orange by the Embassy of France whether in Togo or Benin (<https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays-destination/togo/#securite> for Togo and <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays-destination/benin/#securite> for Benin).

- The KIA PICANTO & TOYOTA COROLLA cars, due to a low chassis, are not suitable for travel outside Lomé.
- The Renter is allowed to travel outside TOGO only in Benin and Ghana. Any travel to these countries must be communicated to the lessor 24 hours before in order to allow him to establish the power of attorney required for border crossing.

If The Renter travels in an unauthorized area with the rented Vehicle, no insurance will cover him, in addition he is liable to legal proceedings for hijacking of the vehicle.

7 – FARE CONDITIONS

The rates are displayed and can be consulted in the agency. The Renter declares to have read it and to accept without reservation the terms and conditions.

8 – DISPUTES

Any dispute relating to the execution of the clauses of this contract will fall under the jurisdiction of the Civil and Commercial Court of Lomé, to which the parties attribute jurisdiction by signing this agreement.

Signature of the customer preceded by the mention

"Read and approved"