

TRAVEL LIMOUSINES

— L U X U R Y C A R S —

GENERAL TERMS AND CONDITIONS OF SALE

This price quotation is an initial estimate of the cost of the service ordered and may not represent the final amount invoiced.

Waiting time, extra kilometers, extra stops or any other services performed by **Travel Limousines** at the request of the **Client** and not included in the estimate will be charged extra according to the established price list.

A waiting allowance is included in all transfer rates.

Airport pick-up: A sixty (60) minute waiting period is included in the fixed price, starting at the time of landing of the aircraft. Beyond this time limit, the waiting time will be billed in sixty (60) minute increments based on the hourly price of the vehicle.

Pick-up other than at airports: For all pick-up locations other than airports, the vehicle(s) and its chauffeur will be in place fifteen (15) minutes before the scheduled pick-up time, a waiting time of fifteen (15) minutes from the scheduled pick-up time is included in the flat price for the service. Beyond this time limit, waiting time will be charged in intervals of sixty (60) minutes based on the hourly price of the vehicle.

To avoid unnecessary waiting, **Travel Limousines** monitors all commercial flight and train arrivals in real time and thus assures the **Client** that the chauffeur is always on time at the drop-off.

DISCLAIMER

To reserve and/or pay for a service, the **Client** must be of legal age or an emancipated minor, be legally capable of contracting and legally capable of contracting and respecting the General Sales Terms and Conditions.

The **Client** is responsible for the reservations he/she makes both in his/her own name and on his/her own behalf and on behalf of the passengers when he/she is acting on behalf of the latter. The **Client** guarantees the truthfulness and accuracy of the information provided.

Article 1: Service Purpose of the contract

Services consists of transporting **Clients** who have pre-booked one or more vehicles with a chauffeur. **Travel Limousines** agrees that the vehicle and chauffeur be in place dix (15) minutes before the pick-up time from train stations, airports, ports or hotels. A 15-minute waiting period, starting from pick-up time, is included in the price.

Concerning transfers from city centers (doorstep pick-up), the vehicle and chauffeur will be in place 15 minutes before the pick-up time, and a 15-minute waiting period, starting from the pick-up time, is included in the price.

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Travel Limousines commits that:

- All interiors and exteriors of our vehicles are cleaned daily before each service.
- All our chauffeurs are professional chauffeurs, salaried workers of our company, and holders of the professional tourism chauffeur card, "Grande Remise" license.
- All our chauffeurs speak English and wear a suit and tie.

Travel Limousines operates as a chauffeur-driven passenger transportation company and as such declares that it complies with the applicable professional regulations.

It assumes the safety obligations any professional carrier owes their passengers as well as the responsibilities related to control of the passenger vehicle, whether it owns or leases it.

The Clients agree to:

- Wear their seatbelt. Failure to comply with this rule releases **Travel Limousines** from liability in the event of an accident.
- Not smoke in the vehicle, failure to comply will result in a fixed charge of €250 including tax being applied for cleaning and refurbishment costs.
- Not consumption of alcoholic or potentially messy drinks (soda, coffee...) is prohibited in the vehicle. The chauffeur and/or **Travel Limousines** have the right to refuse to carry any passenger who is believed to be under the influence of alcohol or drugs and whose behavior poses a threat to the chauffeur, the car or any other passenger.

Clients will be liable for any damage caused inside the car by them or by the persons accompanying them in the car (except the chauffeur) or the passenger(s) during the service and will be charged accordingly for any repair or remedial work required to return the car to proper working condition and/or state of cleanliness and/or appearance.

Article 1 bis: Specific Conditions of Transport Service

Travel Limousines reserves the right, for any reservation, to schedule a vehicle of equal category and/or superior capacity to the one requested without prior notice to the **Client**.

Travel Limousines reserves the right to subcontract all or part of the service requested without prior notice to the **Client**.

Travel Limousines reserves the right to modify at any moment and without prior notice to the **Client**, the attribution of one or more planned chauffeurs to carry out transportation services even when the contact information of the latter has already been communicated. All information concerning the details of service are available by phone at +33 (0)7 80 83 29 34, 24h a day.

In the case of fixed-price service requests, the end time indicated on the rate proposal is the end time of the scheduled services and the deadline for passenger drop-off.

If the end time indicated on the price proposal is exceeded, overtime will be charged according to the hourly rates defined on the price proposal.

The various services ordered and indicated on the price proposal are all independent. Hourly packages or kilometers not used by the customer can in no case be carried over or combined with another service or another day.

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Article 2: Booking

After receiving the quote, the client must return it stamped and signed. The contract is deemed validated only after a deposit of 50% of the total invoice. The remaining balance is due 48 hours before the prior services provided by **Travel Limousines**

Travel Limousines requires a minimum of 24 hours for all online reservations.

For any reservation less than 24 hours in advance, please contact 04 93 68 11 49 or by email at info@travel-limousines.com. After receiving the quote, the **Customer** will have to stamp and sign it, with the mention GOOD FOR ACCEPTANCE OF THE QUOTE AND THE GENERAL TERMS AND CONDITIONS OF SALE. The contract is deemed concluded only after: The payment of a deposit of 50% of the total amount of the estimate. That a conclusive Bank Pre-Authorization has been carried out by **Travel Limousines** on the Bank Card as a guarantee provided by the **Client**. The balance of the price of the transport is due on receipt of the invoice by the **Client** to **Travel Limousines**.

The booking request must include the following minimum information:

- Dates, times and routes :
- Date, time and place of initial pick-up of Passenger(s)
- Final drop-off and stop-offs if any
- Number of people to be transported (indicate if passenger is disabled and/or in a wheelchair):
- Approximate number, weight and overall volume of luggage;
- Contact details:
- Passenger's telephone number
- Passenger's email address
- Desired model or category of vehicle.

Receipt transportation contract between **Travel Limousines** and the **Client**.

by **Travel Limousines** of the booking confirmation constitutes the formation of the transportation contract between **Travel Limousines** and the **Customer**.

LUGGAGE POLICY

The total weight of luggage is limited to what is compatible with the vehicle used, based on the space available. The chauffeur and/or **Travel Limousines** may refuse luggage or items exceeding this limit. In particular, for safety reasons, **Travel Limousines** will refuse to load any bulky luggage into the passenger area of the vehicle, **Travel Limousines** will not be held liable for any loss of luggage during or after the Service. Passengers are responsible for their personal belongings and **Travel Limousines** will not be held liable for any loss or deterioration of such belongings.

VEHICLE CAPACITY – NUMBER OF PASSENGERS CARRIED

The maximum number of passengers in the car (including the Chauffeur) must not exceed the maximum number of passengers mentioned in the technical specifications of the car. The chauffeur and/or **Travel Limousines** reserves the right to refuse a passenger exceeding these limits.

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PETS

Small dogs and other small pets weighing no more than 6 kg, suitably contained in a carrier of no more than 45cmx30cmx25cm are allowed in vehicles, up to a maximum of two. Subject to this requirement, no other pets are allowed in vehicles.

Article 3: Updates and Cancellation Policy.

Any updates must be made by phone or email. **Travel Limousines** is dedicated to taking the necessary measures in order to reasonably satisfy client requests.

Any cancellation must be made to **Travel Limousines** in the following delay prior to transport services (unless differently specified on the tariff proposal):

D-3 of the service: File fees 50 €.

D-2 of the service: 50% of the total amount

D-1 of the service: 100% of the total amount

Article 4: Lateness and No Show.

In the event that the **Client** would be late at the time of pick-up (with the exception of a plane or train delay), and not having previously informed **Travel Limousines**, the chauffeur will wait 15 minutes, after this delay transport will be considered as cancelled and in no case refunded.

Beyond the waiting time stipulated in Article 1, waiting will be billed on an hourly basis depending on the vehicle category, per 15 minutes periods.

Article 5: Price and Payment.

All completed services are to be paid in full, the price includes the vehicle with a chauffeur at your disposal for the predetermined routes as well as toll fees and fuel.

Payment for supplementary services will be made directly to the chauffeur by the **Client**. Supplementary services are considered any service made by **Travel Limousines**, requested by the **Client** and not stipulated in the quote.

Any late payments will lead to due penalties without prior formal notice, the late penalties will be equal to three times the legal interest rate, calculated on the total amount of the bill, including taxes. Any **Client** with late payment status is right debtor in respect to **Travel Limousines**, a lump sum for recovery fees of which

the amount is fixed by article D.441-5 of the Code of Commerce at 40 euros. When the recovery fees are superior to this lump sum, the creditor can ask for additional compensation upon justification.

Travel Limousines is authorized to apply up to 3% increase on the total amount of the services, taxes included, if payment is made by American Express or any other cards affiliated with entities charging commissions to **Travel Limousines**

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Article 6: Discounts and Rebates.

The services provided will be billed under current condition rates at the time of the quote. No discount will be granted in the event of an anticipated payment.

Article 7: Disclaimer, Limitation of Liability, and Insurance.

Travel Limousines shall not be liable for the non-execution or lateness of one of its obligations described in the present General Sales Terms & Conditions, resulting from a force majeure (Article 1148 du Code Civil).

Meaning all events deemed by **Travel Limousines** to be over-powering, insurmountable, and external to the company (exceptional climate conditions, streets or highways which have been blocked in an unforeseen or exceptional way, stopped traffic, accident...).

In the event of immobility of the vehicle during the transport due to mechanical failure, an accident or damage (theft, weather damage), **Travel Limousines** will do its best to ensure the continuity of the route, be it by one of its own vehicles, or by a vehicle chartered from another company and will attempt to notify the **Client**.

Responsibility by **Travel Limousines** is limited to the terms of our insurance contract with Pacifica Insurance. The **Client** will have an option to subscribe to a complementary insurance at his own expenses for cancellation fees, coverage of transported baggage, without this being an exhaustive list.

Article 8: Jurisdiction and Applicable Law.

All claims must be made in writing with an advice of delivery within 8 days of the execution of the services provided.

The present content figuring in the General Sales Terms & Conditions will be subject to French law. In case of a dispute, power of jurisdiction is attributed to the Commercial Court of Cannes, which is expressly accepted by **Clients** of **Travel Limousines**.

Article 9: Client Acceptance Policy.

The present General Sales Terms & Conditions as well as quotes, booking confirmations, discounts and rebates are expressly agreed to and accepted by **Clients** of **Travel Limousines** effective from the time of booking confirmation. **Clients** here to acknowledge and declare to have a full understanding of these terms and conditions and because of this renounce any contradicting document in particular their own terms of purchase.

Article 10: Personal Data.

These Terms are subject to the personal data protection regulations (including regulation (EU) 2016/679 of 27 April 2016 and the French data protection act No 78-17 of 6 January 1978). Personal data collected by

Travel Limousines when making the booking and performing the services (particularly via the GPS system with which the Vehicles are equipped) include:

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- the Client's identification data as well as the Client's postal address, telephone number and email address;
- the passengers' email address and 'phone numbers;
- data relating to payment methods;
- data relating to the vehicle's movements and location;
- data on the vehicle's speed and distance travelled.

PURPOSES OF PROCESSING

The purposes of the processing of such data by **Travel Limousines** include:

- preparation and performance of the contract, including:
- managing and confirming bookings of Services;
- monitoring and billing Services
- emergency calls in the event of an incident or accident;
- complaint management
- combating fraud.

Pursuit **Travel Limousine's** legitimate interests in terms of promotion and prospecting, including:

- monitoring the **Customer** relationship (maintaining customer satisfaction, customer loyalty);
- developing business statistics and/or analyses;
- sharing of advertising information or commercial offers for goods or services similar to those subject to these terms.

Travel Limousines will only be able to use the Personal Data provided by the **Customer** to share advertising information or offers from its business partners with the **Customer's** consent.

By accepting these ToS, the **Customer** accepts the collection and processing of the abovementioned personal data for the above purposes by **Travel Limousines**, the data controller.

DATA RETENTION

Travel Limousines records and retains personal data in relation to the service for a period of three (3) years from the Booking.

At the end of this period, said personal data may be archived by **Travel Limousines**, so it can comply with the accounting, tax and legal obligations incumbent on it (including the 5-year limitation period applicable

to Contracts/article 2224 of the French Civil Code; the 10-year period for the retention of invoices/ L123-22 of the French Commercial Code).

Travel Limousines has the technical means to guarantee the confidentiality and security of the data collected.

CUSTOMER RIGHTS

The **Clients** have the right to access data concerning them. They can request the following at any time:

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- rectification, update and/or erasure of personal data
- restriction of the processing of their data
- portability of their data
- objection to the handling of their data on legitimate grounds.

To exercise these rights, Customers can send their request to:

Travel Limousines
8, Rue Volta - 06400 CANNES

The **Client** must enclose proof of identity to exercise the above rights.

Article 11: Intellectual property.

Travel Limousines's website, including but not limited to photographs, graphics, Client interface, editorial content, scripts and software, contains information and elements belonging to **Travel Limousines** and/or its subcontractors, protected by intellectual property law. The **Customer** expressly acknowledges that he/she must not use this information or these documents, except for use in accordance with the Terms and Conditions.

Customers must not copy, reproduce, display or use any element of **Travel Limousines's** website protected by intellectual property in any way without **Travel Limousines's** prior written consent. **Customers** must not establish a link, including through a hyperlink or mirror link, either electronically or otherwise, to any part of the website or an application without **Travel Limousines's** prior written consent.

Article 12: Applicable law.

The Terms and Conditions and any related contract are performed, regulated and interpreted exclusively in accordance with French law.

In the event of a discrepancy or conflict between the English and French versions of the Terms and Conditions, the French version will prevail. The English version is provided for informational purposes only. In the event of a dispute, the Client will contact **Travel Limousines** to try and resolve the issue. Any dispute that cannot be resolved by agreement will be:

- subject to the exclusive jurisdiction of the French courts if the Client is a consumer;
- subject to the exclusive jurisdiction of the Cannes Commercial Court if the Customer is a business.

If one or more stipulations of these Terms of Sale are invalid or inapplicable, the remaining stipulations will retain their full force and effect.

VERY IMPORTANT

Passenger transportation for payment is a regulated activity. Only authorized vehicles (chauffeur- driven cars; occasional transport) can perform this service, within the legal *and regulatory provisions stipulated*. *We take the liberty of warning our customers against certain companies or individuals who do not comply with these provisions and cannot offer any guarantees.*