

Terms of Sales

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Introduction

These general conditions aim to define the terms and services offered by the company

ELIOTT PRESTIGE SAS with a capital of 8,000 € registered with the RCS of Nanterre under number 488 939 554 whose head office is located at 86 rue des Bas Rogers 92800 Puteaux registered in the Register of Operators of Transport Cars with Driver under number EVTC092100007.

ELIOTT PRESTIGE mainly offers a Transport Car service with Driver (formerly called "Grande Remise").

The services offered by **ELIOTT PRESTIGE SAS** are reserved for individuals and legal entities with legal personality, on behalf of their employees or representatives (hereinafter "the Client (s)"). **ELIOTT PRESTIGE SAS** does not accept reservations from unaccompanied minors.

These general conditions are available on the website www.eliott-prestige.com, as well as on request from **ELIOTT PRESTIGE SAS** at the contact details indicated in the contract.

ELIOTT PRESTIGE SAS reserves the right to modify the terms of these conditions at any time. The applicable provisions will be those in force on the day of confirmation of the reservation.

The Customer acknowledges having read these General Conditions prior to any reservation request. Any reservation request made with **ELIOTT PRESTIGE SAS** entails acceptance of these General Conditions. The fact of reserving a service implies full, entire and irrevocable acceptance by the Customer of the Contract, to the exclusion of all other documents, such prospectuses or catalogs, issued by **ELIOTT PRESTIGE SAS** or one of its service providers and partners who are only indicative.

Article 1 - DEFINITIONS

Each of the terms mentioned below has, in these General Conditions (hereinafter "the General Conditions") with the following meaning:

"**ELIOTT PRESTIGE**": refers to the company **ELIOTT PRESTIGE SAS** with capital of € 80,000, registered in the National Trade and Companies Register under number 488 939 554 and registered as such in the Clerk of the Commercial Court of Nanterre, whose head office is located at 86 rue des Bas Rogers 92800 Puteaux.

"Client": refers to a natural person or a legal person with legal personality. The Customer declares to have the capacity to conclude the General Conditions, that is to say to have the legal majority and not be under guardianship or guardianship.

"Passenger" or **"Traveler"**: refers to the beneficiary of the service ordered.

"Order": refers to any reservation of services made and validated by the Customer on the Site

ELIOTT PRESTIGE Internet, by phone or email.

"Transport contract": refers to the contract formed between **ELIOTT PRESTIGE** and the Customer by which **ELIOTT PRESTIGE** undertakes to transport the passenger from the point of departure to the chosen destination.

"Force majeure": refers to unforeseeable and irresistible circumstances as defined by the doctrine and case law in force.

ARTICLE 2 - APPLICATION OF GENERAL CONDITIONS

2.1 These General Conditions apply to the **ELIOTT PRESTIGE** services available from the website www.eliott-prestige.com, partner websites or by telephone.

2.2 The finalization of any Order with **ELIOTT PRESTIGE** is conditional on the acceptance of these General Conditions, the communication of the personal details of the passenger (s), the communication of your bank details and the confirmation of the full payment of the services. .

2.3 The General Conditions may be subject to modification, the applicable conditions are those in force on the date of placing the Order.

2.4 The General Conditions express all the obligations of the parties. No other General or specific Condition may be incorporated into the General Conditions unless expressly agreed.

by **ELIOTT PRESTIGE**.

2.5 In the event that one of the provisions hereof would be considered void under a legal or regulatory provision, present or future, or a court decision of res judicata and emanating from a court or a competent body, this provision would be considered unwritten, all other provisions of the General Conditions retaining binding force between the Parties.

ARTICLE 3 - CONCLUSION OF THE CONTRACT RELATING TO THE PURCHASE OF SERVICES

3.1 Conditions for placing an Order

- You declare that you are at least 18 years old and have the legal capacity or hold parental authorization to place an Order. You are financially responsible for any Order made, both in your name and on behalf of third parties, including minors.
- This contract will be concluded in the French language.
- You guarantee the veracity and accuracy of the information provided by You or any other third party using your data, unless you provide evidence that the information provided by the third party is the result of fraud not due to Your fault or negligence.
- Any act that contravenes these principles may result in the refusal by ELIOTT PRESTIGE to finalize the Order or to provide you with the services.
- When You place an Order for a Service (s) on behalf of other Traveler (s) / Passenger (s), You must ensure that they comply with the Conditions

General of **ELIOTT PRESTIGE**. Any reservation implies acceptance of the General Conditions by the Traveler.

- All the information relating to your Order appears in your confirmation email. You must check the accuracy of this information and immediately notify us of any error that may appear on the confirmation.

3.2 Information to be provided

You must specify the following when ordering:

- Your names, postal address, email, landline, mobile phone (especially for you join if necessary during your transfer).
- Date (s) and time (s) of desired pick-up
- Desired pick-up address (es)
- Destination address (es).
- In case of transfer or station reception, the details of your train (train number, origin / destination, estimated time of arrival / departure)

- In case of airport transfer or reception, the details of your flight (flight number, origin / destination estimated time of arrival / take-off)
- The need for child seats or booster seats. Age of children.
- Quantity of luggage to be transported with their approximate size and weight.
- Any information relating to the type of service desired (transfer, multiple transports, excursion ...) or useful for the proper performance of the service (possible specificities of the mission, languages that the driver should speak ...).

3.3 Payment of the order

Payment for transport services is made by credit card or bank transfer. The accepted payment cards are those issued by the Carte Bleue, Eurocard, Mastercard, Visa and American Express networks. In addition, if the payment should show an irregularity, be incomplete or if it should not be made for any reason attributable to you, the Order will be immediately canceled, any resulting costs remaining at your expense.

3.4 Confirmation of your order

After payment of your Order, a confirmation will be sent to You automatically by e-mail containing the details thereof; you must check the accuracy of this information and immediately notify us of any errors that may appear on the confirmation.

3.5 ELIOTT PRESTIGE declines all responsibility in the event of non-receipt of this e-mail which is not due to a breach of its obligations (case of force majeure, error in the e-mail address sent to ELIOTT PRESTIGE by the Customer or the Traveler, wrong configuration of your e-mail inbox, etc.).

3.6 It is therefore your responsibility to ensure that the personal information of the Passenger (identity, email address, age, etc.) communicated when ordering are correct and to keep the booking confirmation in accordance with the instructions provided by **ELIOTT PRESTIGE** declines any liability for anomalies that may arise during the printing of the booking confirmation insofar as they were not caused by **ELIOTT PRESTIGE** or as a result of negligence by the latter.

ARTICLE 4 - QUOTATION

We establish our quotes as precisely as possible, based on the quotation elements sent to us.

In order to establish a precise estimate, you must specify the following elements:

- Your names, postal address, email, landline, mobile phone
- Date (s) and time (s) of desired pick-up
- Desired pick-up address (es)
- Destination address (es).
- In case of transfer or station reception, details of your train (train number, origin / destination, estimated time of arrival / departure)
- In case of transfer or airport reception, the details of your flight (flight number, origin / destination estimated time of arrival / take-off)
- The need for child seats or booster seats. Age of children.
- Quantity of luggage to be transported with their approximate size and weight.
- Any information relating to the type of service desired (transfer, multiple transport, excursion, etc.) or useful for the proper performance of the service (possible specificities of the assignment).

The estimate is firm when the precise and final program is sent to us. In the event of a project or evolving program or not precisely defined, the estimate is estimated and may be revised according to items not known at the start, for example, driver relay not provided for in the initial price but imposed by the program, additional kilometers, overtime ...

As a general rule, any service provided by our company not provided for in the estimate but necessary for the proper performance of the contract is billable.

Article 5 - PRICES

The prices indicated are calculated all taxes included (TTC) in Euros (€).

Our prices include VAT at the rate in force for transport operations (as of January 1, 2020, this rate is 10.00%), the driver's salary, the vehicle, the vehicle costs for services in Paris, unlimited professional insurance for "vehicle passengers transported to pecuniary".

Our prices do not include parking and / or parking fees, toll fees, entrance fees to sites (museums, theaters, castles, exhibition grounds, etc.), accommodation costs the driver when traveling in the

provinces (1 night package and breakfast: 165 Euros) or abroad (1 night package and breakfast: 220 euros).

For all services, except transfers, including the time slot between 12:30 p.m. and 1:30 p.m. or the time slot between 7:30 p.m. and 8:30 p.m., a driver's meal at 20 euros (including tax) will be billed in addition.

Times and mileage are counted from garage to return garage (F-92800 Puteaux). Any excess time and / or kilometer not provided for in the initial estimate will be added to the final invoice. Any pricing unit (hour, kilometer) started is due.

The transfer rate applies to direct non-stop travel from the pick-up point to the point of arrival, with service ending immediately thereafter. The quantity of luggage transported is proportional to the capacity of the vehicle.

Multiple transport services in Paris and its inner suburbs are invoiced in accordance with

with a previously prepared estimate taking into account the following elements: type of vehicle, hourly rate, maximum mileage to which are added any costs and allowances (toll, parking, additional kilometers, allowances for the driver, meals, night, Sunday or public holiday, without this list being exhaustive).

Reservations canceled less than 48 hours before the start of the service or the absence of the client when taking charge will be invoiced.

The deposits received are not refundable. Any termination by the customer of a reservation, whether whatever the cause, results in the loss of the deposit, as a fixed and irreducible compensation.

All our services are payable in cash before the mission except for corporate clients who have an account opened in our establishment and for whom periodic invoicing is established.

In all cases, the sponsor of the requested service is solely responsible for its payment.

in the event of user default, including in the event of a prior or subsequent request for inappropriate billing.

Our services are payable in cash upon receipt of invoice for corporate clients with an account opened in our books, unless there is a specific contractual agreement which has been confirmed in writing.

No discount is granted for payment at an earlier date. In the event of late payment, late payment penalties will be applied without any reminder being necessary. They run automatically from the day following the payment date shown on the invoice or, failing that, the thirty-first day following the

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date of performance of the service. The applicable penalty rate is set at (3) three times the legal interest rate.

For long-term services and for account customers, payment of invoices may be subject to weekly or periodic payment.

In the event of late payment, our company has the option of suspending or canceling current service orders without prejudice to any other recourse.

For wedding or excursion packages, the reservation becomes firm only after payment of a non-refundable deposit equal to at least 50% of the amount of the service, the balance (less the deposit) must reach us 07 days before the start of the service.

We accept payment by credit card: Visa, Eurocard Mastercard.

Our prices are subject to change without notice. The kilometers and the time are counted from the garage and back from the garage. The prices indicated on our quotes are valid for 15 days.

The volume of luggage transported is proportional to the capacity of the vehicle. Luggage is accepted up to a limit of 20 kg per person transported and remains in the custody of the latter. We are not responsible for any items left in our vehicles or elsewhere during the benefit.

Any complaints must be made within eight (8) days following the service by registered mail AR, after this period, they cannot be taken into consideration. In case of litigation, the Commercial Court of Nanterre (Hauts-de-Seine) has sole jurisdiction.

ARTICLE 6 - CANCELLATION COSTS

ELIOTT PRESTIGE reserves the right to practice them if it appears that the cancellation could have been avoided. The costs invoiced on the planned amount of the services are as follows:

- 48 hours before, 100% by minivan / sedan - 100% by minibus / bus
- between 48 hours and 96 hours, 50% by minivan / sedan - 100% by minibus / bus
- between 4 and 7 days, 20% by minivan / sedan - 50% by minibus / bus
- between 7 and 15 days, 0% by minivan / sedan - 20% by minibus / bus
- more than 15 and 30 days, 0% by minibus / sedan-minibus / bus

No cancellation fee is due in case of force majeure or fortuitous event.

ARTICLE 7 - REGULATIONS

Our invoices are payable in advance as a prepayment or in cash at the end of the service, according to the conditions given by our company. We accept payment by check, bank transfer, cash and credit card (VISA, MasterCard).

ARTICLE 8 - LIMITATIONS AND RESPONSIBILITIES

ELIOTT PRESTIGE can in no way be held responsible for delays in transport times due to circumstances beyond its control: road blocked, bridge prohibited to traffic, deviations, flooded roads, traffic jams, weather conditions, attacks, intervention on the road. roadway for police, customs, firefighters, etc. (non-exhaustive list).

In the event that the vehicle is immobilized during the journey due to a mechanical failure, accident or damage (theft, damage), **ELIOTT PRESTIGE** undertakes to ensure the continuity of the route, either with one of its vehicles, or with a vehicle chartered to another company and undertakes to notify the principal.

ARTICLE 9 - LITIGATION

Any complaint will be accepted within the common law commercial limitation period. In case of dispute, only the Commercial Court of Nanterre will be competent.

ELIOTT PRESTIGE can in no way be held responsible for delays due to force majeure: strikes, weather conditions, attacks, riots, etc. (without this list being exhaustive).

ARTICLE 10 - INSURANCE

ELIOTT PRESTIGE's liability is limited to the clauses of our insurance contract. The principal will be free to take out additional insurance at his expense for cancellation costs, repatriation costs or cover for transported luggage, without this list being exhaustive.

ARTICLE 11 - POLICE AND SECURITY RULES

The vehicle and the driver will be provided with the on-board documents necessary for the smooth running of all the service.

The principal and passengers are required to comply with the regulations applicable to persons and their luggage in the countries crossed. In accordance with the law in force in all public places, it is strictly forbidden to smoke on board our vehicles.

In accordance with the provisions of the drinking establishments code, it is forbidden to consume alcoholic drinks on board our vehicles. Wearing seat belts is compulsory for all passengers in vehicles equipped with this equipment.

ARTICLE 12 - LITIGATION

Any complaint is only admissible within 8 days of the execution of the transport service concerned.

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